

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE TOWN OF DANVERS**  
**AND**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**  
**AFLCIO, STATE COUNCIL 93, LOCAL 1098, UNIT A**

July 1, 2017 through June 30, 2020

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~~The parties agree that in the event any provision(s), or omission(s) thereof, by either party is claimed to be in conflict with, or be inconsistent with, the parties' negotiated and existing collective bargaining Agreement(s), including Memorandum(s) of Agreement(s), the interpretation, application and intent of the latter Agreements shall prevail.~~

This ~~compilation Agreement~~ is entered into by the Town of Danvers, hereinafter referred to as "the Employer," and American Federation of State, Country and Municipal Employees, AFLCIO, 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 purposes of establishing salaries, wages, hours and other conditions of employment for all employees in Unit A, as described in the certification in Case No. M.C.R. 231, dated July 18, 1967, by the State Labor Relations Commission.

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 the Agreement.

### **ARTICLE 2 – Management's 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 or work, the work task, 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 representations rights.

### **ARTICLE 3 – Union Dues /Limited Service Fee/Indemnification/Reimbursement**

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 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.

### **Limited Service Fee**

- a. Subject to the terms and provisions of G.L. (Ter. Ed.) c.150E, § 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 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 remain in 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 the payment of such fee, the Town shall be required, subject to the statute and its regulations promulgated thereunder, to 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.

### **Indemnification / Reimbursement**

- a. The Union agrees to indemnify the Town, make whole and save harmless the Town against all claims, suits, actions or other forms of liability of whatever nature for all damages and financial loss which the Town may be required by any administrative agency, arbitrator, court or tribunal of competent jurisdiction to expend, incur, pay or suffer caused or occasioned by the deduction of such service fee from an employee(s) out of the application (including defense or prosecution) of the terms of this service fee provision.
- b. 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.
- c. 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) workday 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 A bargaining unit until this Agreement has been formally executed, pursuant to a vote of a majority of all employee 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 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 the 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/her supervisory responsibilities.

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/her 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/her grievance within seven (7) days of the occurrence giving rise to the grievance, or with seven (7) days of knowledge of said occurrence with the employee's appropriate supervisor (not a member of the bargaining unit). Such supervisor will respond in writing with 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 with five (5) full working days of the receipt of the grievance documents, or his/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 twenty-one (21) full working days after the receipt of said documents. Upon the conclusion of the hearing, the Town Manager 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 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 or her designee.

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

- (a) The interpretation of 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 twenty-one (21) days after notice has been given. If the parties fail to select an arbitrator, the State Board 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 arbitrations 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 the Agreement, provided that no arbitrator shall have an 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**

The continuous length of service in the Unit A of an employee covered by the terms of this Agreement shall determine the seniority of the employee. If an employee leaves the employ of the Town and returns within a year to a position covered by this Agreement, the employee shall recover his/her earlier seniority in the Unit A, although the employee shall not earn seniority during the period of non-employment. Seniority shall be a major factor in all cases of promotion within the bargaining unit, transfer or decrease of the working force, as well as preference in assignment to shift work. Seniority shall prevail in the choice of vacation period.

## **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) working days. The posting of vacancies shall contain a statement of pay rates established for the position. Posting of the vacancy and interviewing of the applicants shall in no way require the Employer to fill that vacancy. Employees within Unit A covered by the terms of this Agreement who are interested shall apply in writing within such seven-day period, and when the position is awarded, all qualified employees of the division where the vacancy exists will be given first consideration, with seniority in the division as a major factor. If no employee in the division is qualified, all qualified employees within the Unit shall be given first consideration, with Unit seniority as a major factor. The senior applicant not appointed may request a statement in writing of the reason why he/she was not selected.

However, it is mutually agreed that:

- (a) If no employee-applicant is qualified, 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).

An employee initially hired, promoted or transferred by the Town to a position covered by the terms of the Agreement shall not be eligible for six (6) months from the date he/she actually began so working to bid for another Town position without the express written approval of the department head. An employee entitled to bid for another Town position who is the successful bidder for the position and who takes the position shall not be eligible to bid for his/her vacated position for a six-month period if it again becomes vacant.

## **ARTICLE 8 – Hours of Work for Unit A**

Except as otherwise provided in this Agreement, the normal workweek shall consist of five (5) eight (8) hour days, Monday through Friday, inclusive, except for employees in continuous, emergency or part time operations, and each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, normal work schedules shall not be changed unless the Union is notified at least ten (10) working days in advance. Special work weeks and special work schedules not conforming to this article will not be established unless the Union is notified ten (10) working days in advance. Such special weeks and schedules shall only apply to positions created after January 1, 1968.

Except for those employees who will work a different schedule (e.g., including, but not limited to, Town Hall, Water Treatment Plant, Public Works Garage, Library, Land Fill, etc.) as determined by the Director of Public Works, employees will commence work at seven (7) A.M., Monday through Friday, and finish work at three (3) P.M. The employee(s) will have a paid twenty (20) minute lunch period, to be taken only at the employee's work site. The employee will maintain a ten (10) minute morning break (to be taken at the employee's work site) and another such ten (10) minute afternoon break. Employees will take lunch or coffee, etc. to the work site and no employee will leave the site during lunch or morning and afternoon break(s). The clean-up period and rest periods at the end of the workday (all as provided elsewhere in the prior applicable collective bargaining Agreement) are eliminated.

## **Article 9 – Overtime for Unit A**

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times his regular rate of pay for work in excess of eight (8) hours in one day or forty (40) hours in one week. All work performed on Saturdays, Sundays and paid holidays on a normal work week, except Thanksgiving and Christmas, shall be paid at the rate of one and one-half times the regular pay.

Except for the employees on standby, an employee who is called back and actually works the call-back as required, employees called back during the work week (Monday through Friday) to work on the same day, after having completed his/her original work and left his/her next regular scheduled starting time, shall be paid at the time and one-half for all hours worked on recall. He/she will be guaranteed a minimum of three (3) hours pay at time and one-half for such calls, if recalled after 4:00P.M. (or whatever time his/her shift terminated) but before 7:00 A.M. the next day. The overtime guarantee shall begin when the employee actually reports to work.

The minimum overtime guarantee rate for the weekend and holidays shall continue to be four (4) hours. The weekend hours are defined as those hours after the employee's shift on Friday has terminated and he/she next regular starting time on the Monday next or until commencement of his/her next regular starting time on the next regular working day following the holiday.

Planned overtime shall be paid at the rate of one and one-half times the regular rate of pay for actual hours worked. Planned overtime shall be guaranteed a minimum of four (4) hours pay at time and one-half rates, which overtime guarantee shall commence when the employee actually reports to work. Planned overtime shall mean work scheduled and assigned to any employee prior to that employee's leaving his/her work shift.

The opportunity for overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in case of emergencies it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the workload returns to normal.

In case of a grievance involving overtime, records in each division time book of the overtime work shall be subject to examination by the Union representative with the foreman/supervisor of the division involved.

#### **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/her designee shall be allowed to investigate and settle grievances for up to three (3) hours during the week, 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.

No Town employee may conduct Union business during work hours.

During collective bargaining sessions conducted during the normal work day, the Union shall have no more than three (3) Union members plus the President of the Unit or his/her 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 (8) members of the Executive board.

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 such 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 – Meal Periods**

The lunch period is a twenty (20) minute lunch period at the job site for most employees. During emergency operations, this meal period shall be taken when practicable and without interference with the emergency operations.

Should an employee covered by this Agreement be assigned by call-back or holdover due to snow and ice removal operations, plumbing needs, trauma, disaster, excessive workloads, understaffing and like emergency needs, the employee shall be entitled to receive a meal reimbursement allowance of \$10.00 for each five (5) hour period worked consecutively prior to the commencement of his/her regular starting time of such period worked consecutively prior to the commencement of his/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 \$10.00 for any such five (5) hour period so worked but in no event shall it exceed three (3) such reimbursements in any twenty-four period.

If an employee is assigned, held over or called back to such work on a holiday, Saturday or Sunday or his/her non-regularly scheduled work day, then the employee shall receive a meal reimbursement allowance of \$10.00 for the initial consecutive eight (8) hours of work and an additional meal reimbursement of \$10.00 for subsequent consecutive five (5) hour work periods, but in no event shall such reimbursements exceed three (3) such reimbursements in any twenty-four (24) hour period.

#### **ARTICLE 12 – Rest Periods**

The ten (10) minute morning and afternoon breaks provided employees shall continue to be taken at the work site.

In any twenty-four (24) hour period in which there has been no rest period of at least eight (8) continuous hours, an employee who has worked sixteen (16) hours or more shall receive, in addition to his/her regular rate, an overtime premium equal to his/her regular hourly rate for such hours worked in excess of sixteen (16) hours, and he/she shall continue to receive said premium until his/her release from such work for at least an eight (8) hour rest period. If conditions still require an employee to remain on duty the employee will be paid at a double time hourly rate for the additional time worked. He/she shall be entitled when released from such work, to a rest period of eight (8) hours without pay before returning to work, provided, however, that if the rest period extends into his/her next regular scheduled hours for six (6) or more hours, he/she shall be excused from duty for that regularly-scheduled shift without loss of pay and provided further that if the rest period extends into his/her next regular scheduled hours for less than (6) hours, he/she shall be excused from duty for that portion of his/her scheduled hours which is covered by the rest period without loss of pay. The employee(s) shall keep himself/herself available during the rest period for emergency work.

#### **ARTICLE 13 - Holidays**

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

New Year's Day	Patriots Day	Labor Day	Thanksgiving Day
Martin Luther King, Jr. Day	Memorial Day	Columbus Day	Christmas Day
Presidents' Day	Independence Day	Veterans' 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. Holiday pay shall be eight (8) hours of pay at straight time rate.

In addition to his/her pay, if an employee works a holiday as part of his/her regular work schedule, he/she is to be paid at the rate of one and one-half his/her straight time pay for hours worked, or he/she may request eight hours of compensatory time off in exchange for the regular holiday pay.

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. The pay for all work performed on the above holidays shall be at time and one-half, with a guaranteed minimum of four (4) hours.

Any employee required to work on Christmas and/or Thanksgiving shall receive, in addition to the regular holiday pay, an amount equal to twice his straight time rate of pay for all hours worked. In no case shall the work performed on Christmas and Thanksgiving be less than an amount equal to (4) hours' work at the above rates. There shall be one non-scheduled work day per year which shall be the day after Thanksgiving. Any employee who works on this day will receive no premium but will be entitled to compensatory time as determined by the department head.

If any holiday shall fall on a day when school is in session or a public building is open or the Town requires the assignment of an employee or employees covered by Unit A, then the Town agrees, in addition to the employee's straight time holiday pay, that if the employee works that holiday, he or she will receive one and one-half times his or her regular straight time pay for all hours worked. The employee shall have the option, which shall not be unreasonable withheld, to take compensatory time at a rate of one and one-half times the actual hours worked by the employee.

#### **ARTICLE 14 – Leave Pertinent to Vacation, Sick Time and Emergencies**

Inherent in the 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:** A newly-hired employee who has completed, satisfactorily, his/her six (6) month probationary period, who has been permanently appointment by the Town and who has been employed for thirty (30) weeks in a given twelve (12) month period prior to June 1<sup>st</sup> of the next year, and an applicable June 1<sup>st</sup> of subsequent year(s) and who continues his/her employment, is eligible to elect either to receive ten (10) vacation days in that year (consistent with the 30 week provision in the FY 91 Agreement) and have ten (10) vacation days available January 1<sup>st</sup> of the following year or in the alternative such employee shall elect to take the new vacation leave accrual program as provided herein, for newly-hired employees.

A newly-hired employee who has completed, satisfactorily, his/her probationary period, who has been permanently appointed by the Town, shall accrue calendar year vacation during his/her first twelve-month period; the employee shall accrue vacation as follows:

If such employee is employed, and continues employment, by January 1<sup>st</sup> of a given year, for a full twelve-month period, the employee shall accrue vacation as follows: 5.2 days (41 1/2 hours) vacation July 1<sup>st</sup> and ten (10) vacation days available January 1<sup>st</sup> of the following year.

If such employee is employed, and continues employment, by February 1<sup>st</sup> of a given year, for a full twelve-month period, the employee shall accrue vacation as follows: 4.4 days (35 hours) vacation August 1<sup>st</sup> and ten (10) vacation days available January 1<sup>st</sup> of the following year.

If such employee is employed, and continues employment, by March 1<sup>st</sup> of a given year, for a full twelve-month period, the employee shall accrue vacation as follows: 3.6 days (30 1/2 hours) vacation September 1<sup>st</sup> and ten (10) vacation days available January 1<sup>st</sup> of the following year.

If such employee is employed, and continues employment, by April 1<sup>st</sup> of a given year, for a full twelve-month period, the employee shall accrue vacation as follows: 2.8 days (22 1/4 hours) vacation October 1<sup>st</sup> and ten (10) vacation days available January 1<sup>st</sup> of the following year.

If such employee is employed, and continues employment, by May 1<sup>st</sup> of a given year, for a full twelve-month period, the employee shall accrue vacation as follows: 2 days (16 hours) vacation November 1<sup>st</sup> and ten (10) vacation days available January 1<sup>st</sup> of the following year.

If such employee is employed, and continues employment, by June 1<sup>st</sup> of a given year, for a full twelve-month period, the employee shall accrue vacation as follows: 1.2 day (9 1/2 hours) vacation December 1<sup>st</sup> and ten (10) vacation days available January 1<sup>st</sup> of the following year.

If such employee is employed, and continues employment, by July 1<sup>st</sup> of a given year, for a full twelve-month period, the employee shall accrue vacation as follows: ten (10) vacation days available January 1<sup>st</sup> of the following year.

If such employee is employed, and continues employment by August 1<sup>st</sup> of a given year, for a full twelve-month period, the employee shall accrue vacation as follows: 9.2 day (73 1/2 hours) vacation available February 1<sup>st</sup> of the following year and ten (10) vacation days available January 1<sup>st</sup> of the subsequent year.

If such employee is employed, and continues employment, by September 1<sup>st</sup> of a given year, for a full twelve-month period, the employee shall accrue vacation as follows: 8.4 days (67 hours) vacation available March 1<sup>st</sup> of the following year and ten (10) vacation days available January 1<sup>st</sup> of the subsequent year.

If such employee is employed, and continues employment, by October 1<sup>st</sup> of a given year, for a full twelve-month period, the employee shall accrue vacation as follows: 7.6 days (60 1/2 hours) vacation available April 1<sup>st</sup> of the following year and ten (10) vacation days available January 1<sup>st</sup> of the subsequent year.

If such employee is employed, and continues employment, by November 1<sup>st</sup> of a given year, for a full twelve-month period, the employee shall accrue vacation as follows: 6.8 days (54 1/4 hours) vacation available May 1<sup>st</sup> of the following year and ten (10) vacation days available January 1<sup>st</sup> of the subsequent year.

If such employee is employed, and continues employment, by December 1<sup>st</sup> of a given year, for a full twelve-month period, the employee shall accrue vacation as follows: 6 days (48 hours) vacation January 1<sup>st</sup> of the subsequent year.

- After the first thirty (30) weeks prior to June 1: ten (10) work days.
- During the calendar year of the (5<sup>th</sup>) fifth year of employment, an employee shall be entitled to: fifteen (15) work days.
- During the calendar year of the (10<sup>th</sup>) tenth year of employment, an employee shall be entitled to: twenty (20) work days.

Excepting employees hired on or after January 1, 2014, upon completion of the fifteenth (15<sup>th</sup>) year, and each completed subsequent year of employment up to the twentieth (20<sup>th</sup>) year of employment, the employee 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.

Employees hired after January 1, 2014 shall not be entitled to any vacation time in excess of four (4) weeks.

- During the calendar year in which the employee's anniversary date falls, completing his or her fifteenth (15<sup>th</sup>) year of service: one (1) work day.
- During the calendar year in which the employee's anniversary date falls, completing his or her sixteenth (16<sup>th</sup>) year of service: two (2) work days.
- During the calendar year in which the employee's anniversary date falls, completing his or her seventeenth (17<sup>th</sup>) year of service: three (3) work days.
- During the calendar year in which the employee's anniversary date falls, completing his or her eighteenth (18<sup>th</sup>) year of service: four (4) work days.
- During the calendar year in which the employee's anniversary date falls, completing his or her nineteenth (19<sup>th</sup>) year of service: 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/her annual vacation time cannot be used, shall not lose such vacation time; however, he/she shall take the same as soon as possible after the first of the next year after making arrangements with the department head so as to not to interfere with department operations and manning.

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.

All employees shall submit in writing 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 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<sup>st</sup> 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 two (2) days' notice when possible, 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 requests of two or more employees, such employees with the greater seniority shall prevail in the choice of the vacation period.

Every such employee who works a regular schedule of twenty (20) or more per week and continues employment shall accrue his/her vacation benefits on a consecutive monthly basis after the completion of the first full calendar month of employment and will be able to take vacation time after satisfactorily completing his/her six (6) month probationary period, and provided the employee has received his or her permanent appointment and provided the department head has authorized the vacation period. The scheduling of an employee's vacation leave shall be made with consideration given to the date requested by the employee, the vacation requests of other employees and the work schedule of the department. Subject to the new employee benefit above, during any calendar year, employees may take only vacation benefits as accrued in the previous calendar year.

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

2. **Sick Leave:** During the first five (5) years of employment with the Town, full-time employees will accrue sick leave benefits at the rate of one (1) per day per month for each full month in the employ of the Town. If at the end of the fifth (5<sup>th</sup>) year of employment the employee has used less than five (5) sick leave days in any one of these prior five (5) years, then the employee shall be credited with three (3) days for each of those years in which he/she used less than five (5) sick leave days. Upon completion of such five (5) years of service, the employee's sick leave benefit will be credited January 1st of each subsequent calendar year. Unused sick leave shall accumulate until the maximum of two hundred (250) days are reached. Permanent part-time employees will accrue sick leave benefits on a pro rata basis for the said initial five (5) year period of employment, with pro rata crediting of sick leave on January 1st upon completion of the five-year period of employment.

An employee in the first five (5) years of his/her employment, who has exhausted all of his/her sick leave or who has utilized all of his/her sick leave in a given year or who has utilized all of his/her accrued sick leave in a given year may, in the discretion of the department head or his/her designee, if hospitalized or seriously ill so as to temporarily disabled or seriously injured off the job so as to be temporarily disabled from even performing light duty work (if available) and who is ineligible to receive workman's compensation benefits, receive up to three (3) paid sick leave days in that year. If an employee receives any paid sick leave day(s) under such circumstances, then the days so unused shall be deducted from his/her sick leave accrued during the balance of such year, if any, or as accrued or vested in the applicable succeeding year(s).

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 A 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 Town's Unit A operations. An employee's misuse or abuse of sick leave is grounds for Employer disciplinary action or administrative action, including termination.

Effective July 1, 1986 and thereafter, new full-time employees hired shall accrue sick leave days at the rate of one (1) day 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 hired on or after July 1, 1986, will accrue such sick leave benefits on a pro rata basis. Employees newly hired, including employees hired after January 1, 1989 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. Employees hired after January 1, 1983 who have been employed at least five years are unaffected by this provision.

Employees so hired who have yet to work five years as of the date of execution of the Agreement shall be eligible under this provision, but the provision will have no retroactive effect.

Employees who leave work due to illness will be paid for each full hour the employee worked prior to leaving his/her shift. Except as provided for hereinafter, 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.

If an employee utilizes three (3) or less sick leave days in a calendar year, then the employee shall be granted an additional day of vacation to be taken the following year. If an employee, during such period, utilizes zero sick leave days in a calendar year, then the employee shall be granted two additional days' vacation to be taken in the following year. The taking of such day shall be requested in writing by the employee, and the Director of Public Works or his/her designee shall grant such vacation subject to scheduling and staffing needs and provided that such will not require or result in overtime. The Director or his/her designee, in the exercise of his/her judgment, shall not act unreasonably.

If an employee who has accumulated 250 sick leave days utilizes three (3) or less sick leave days in a calendar year, then the employee shall be granted an additional two (2) days of vacation to be taken in the applicable following year. If such employee utilizes 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 day(s) shall be requested in writing by the employee, and the Director of Public Works or his/her designee shall grant such vacation subject to scheduling and staffing needs and provided that such will not require or result in overtime. The Director or his/her designee, in the exercise of his/her 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.

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 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 management 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.

3. **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.
  
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.
  
5. **Physical Examinations:** Should the department head or his or her 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 shall 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 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.
  
6. **Department of Transportation (DOT) Medical Exam:** Members of the bargaining unit who are required to have a medical exam for a DOT medical certificate for either a Commercial Driver's License (CDL) or a Hoisting License may have such cost covered by reporting to the Town specified physician; or have the co-pay reimbursed if the employee chooses to use their own physician.
  
7. **Funeral 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 or designee, 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 (48) 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 three (3) days shall not be charged against sick leave.

An employee shall request the personal day off in time periods not less than two (2) hours and not more than eight (8) hours subject to the 48-hour advance notice, no overtime is required, supervisor's approval and staffing needs.

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 their 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 or his or her designee's approval shall not be unreasonably withheld. The department head's approval may take into consideration factors including overtime costs, staffing coverage and departmental needs.

9. **Sick Leave Annual Incentive Program:** An eligible, full-time employee shall be paid, in the appropriate calendar year, an annual lump-sum payment, subject to the following conditions, determined by the employee's sick leave use in the preceding twelve (12) calendar months:

<u>No. of Days Used</u> (Nov. 1-Oct. 31)		<u>No. of Days Used</u> (Nov. 1-Oct. 31)	
<u>Amt. Payable</u>		<u>Amt. Payable</u>	
Zero (0) Days	\$450	Three (3) Days	\$300
One (1) Day	\$375	Four (4) Days	\$250
Two (2) Days	\$325		

The sick leave annual incentive benefit shall continue from year to year, payable the first full payroll week in December, provided the eligible employee(s) satisfies the standard in the preceding twelve-month period and opts to redeem his/her three (3) days of sick leave. The employee shall each year elect to redeem his/her three (3) sick leave days for the incentive payment by providing notice in writing on or before November 7<sup>th</sup> given to the Director of Public Works.

The employee is not required to opt to redeem his/her sick leave days but may instead continue to accumulate the sick leave days. The employee may opt to redeem his/her applicable sick leave days in that year and have the entire incentive payment contributed by the Town directly into the Town's Deferred Compensation Program, i.e., ICMA (RC) Retirement Program.

10. **Tuition Reimbursement:** Subject to budget funding, the Town shall continue its practice of providing fifty percent (50%) tuition reimbursement (including required course book) for a satisfactory work grade to employees who, with above department head approval, take graded college in an approved program at an accredited educational institution, or in a work skills type program, so graded or otherwise, which course, in the judgment of the department head is related to the employee's work. Should the Town require that employee to take such a work-related course, the employee must take the course in an approved program at such accredited educational institution as approved by the department head or designee in advance, and the employee will be reimbursed one hundred percent (100%) tuition reimbursement (including required course book). An employee who requests such a work-related course must be a full time employee for at least a period of one year and must in the sole discretion of the department head or designee, be qualified. Such employee so approved must not be reimbursed by another source and must pay out-of-pocket costs in advance of reimbursement, with proof thereof. The Town will, subject to any funding, reimburse such employee who requests such course, which is so approved, who attains a passing grade "C" or its numerical equivalent or above as follows:

<u>Grade</u>	<u>Percentage of Reimbursement</u>
"A" or its numerical equivalent (90-100)	70%
"B" or its numerical equivalent (80-89)	60%
"C" or its numerical equivalent (70-79)	50%

(Satisfactory/Pass grade in work skills type ungraded program shall be treated as "C")

The Town may prorate reimbursement for such courses should any funding budgeted not be sufficient to reimburse employees in whole. The Town will administer this program. The Town shall not discriminate or be capricious.

11. **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 up to one year without pay shall be granted the employee for personal illness after the employee's accumulated sick time has been exhausted. If an employee requests in writing additional personal illness leave, supported by physician's letter and certification, the Town Manager may, in his/her discretion, grant such leave without pay.

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 the 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 full qualified and will, provided he or she is fully qualified, be given opportunity to return to his or her former position if and when the position is open.

12. **Worker's Compensation:** An absence because of an industrial 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 worker's compensation and the employee's regular base weekly pay. Federal and State taxes will be deducted consistent with past practice.
13. **Military:** An employee who enters the military service shall be deemed to be on leave of absence, and the employee's status of reemployment will 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 eligible for up to 15 days of annual military leave at full pay.
14. **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 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 he or she is fully qualified, if and when the position is open.
15. **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 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.

Benefits do not continue during leaves of absences without pay with the exception of a leave of absence for personal illness during which Health and Life Insurance benefits continue for up to a maximum of one year. The employees will have to continue to pay their regular deductions for those benefits, payable by check to the Town Treasurer by the tenth (10<sup>th</sup>) of the month.

#### **ARTICLE 15: 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 or her duty station due to jury 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: Uniforms and Protective Clothing**

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the Employer.

The Employer agrees to provide all material; equipment and tools (except mechanic's basic tool set) required to perform the duties assigned to the employees covered by this Agreement.

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

The Town shall pay by check a total of \$875 payable the last payroll of September in the appropriate Fiscal Year for the purchase of approved work shoes or jacket/work clothes to be used exclusively in the performance of the employee's daily work.

The Town intends and shall supply the employee with certain "uniforms" as a condition of employment.

The parties have agreed that such shall be done, but that prior to its implementation, the Union and the Town shall establish an advisory sub-committee, outside of bargaining, which sub-committee, consisting of up to two (2) Union representatives and up to two (2) Town representative, including the Director of Operations or his/her designee, shall meet to consider and review the Town's choice of same "uniform" clothing, e.g., light shirt, heavier shirt, jacket, kinds of trousers (type)(with logo, color and identification), etc. The committee will also recommend what type of clothing/shoes, etc., is not acceptable. The sub-committee shall meet as soon as feasible to expedite this matter. The sub-committee will report its advisory recommendations to the Director of the Department of Public Works in advance of his action. The department head or his/her designee shall provide all employees with a report of what is acceptable, non-acceptable and/or required. An employee will continue to be reimbursed his/her clothing allowance (as per the collective bargaining Agreement) for other clothing, etc., requirements.

## ARTICLE 17: Health and Welfare

**Section 1.** It is agreed that should any changes occur in the status 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 benefit provided to permanent full time employees is up to \$10,000.

Subject to funding and the Town's continued eligibility under the existing plan requirements the established Dental Plan, the Town shall retain for the appropriate Fiscal Years the existing dental insurance plan for eligible employees who are, or opt to be, carried by the plan. The employee and the Town agree to share on a 50/50 basis or the cost of said plan.

**Section 2.** Effective on execution, 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-eighth (38) visits and participation is confirmed, the employee shall be reimbursed one hundred and twenty-five dollars (\$125) within (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 conditions at the end of the year.
- (2) The employee will be tested at the beginning of the program by the club to determine weight, body fat content, fitness, flexibility, life cycle (bike), sit ups, push-ups and pulse rate and will be so retested at the end of the yearly program to demonstrate his/her improvements.
- (3) The employee will confirm at each reimbursement event, in writing to the Town through the Public Works Department Head 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 should be developed and designed by the approved health club to assist in the employee's development.

## ARTICLE 18 – Classification Plan and Pay Raises

In this Agreement, and made a part of it as Appendix A, shall be listed all class titles covered by this Agreement, along with the pay rate and range for such class title.

Compensation for members of Unit A will be in accordance with the Pay Table in Appendix A and the assignment of class titles to pay ranges will be in accordance therewith.

**Wages:**           Effective 7/1/17, 2.0% increase to bargaining unit members' base rate;  
                          Effective 7/1/18, 2.0% increase to bargaining unit members' base rate;  
                          Effective 7/1/19, 2.0% increase to bargaining unit members' base rate;

Excepting employees who retire voluntarily or involuntarily, such economic benefits or monies shall be paid only to employees who were on the payroll as of the execution of a collective bargaining Agreement. New employees will normally be hired at the first step, go to the second step after six months; 12 months thereafter go to the third step; after thirty months in range to the top step. No step increase will be granted if the performance is rated as unsatisfactory.

**Promotion:** An employee who is newly-promoted shall be placed in the step in his/her new range which will provide him/her with at least a fifty (\$.50) cent-per-hour increase, unless such increase exceeds the hourly rate in the step preceding the maximum step in the new grade. If an employee is so promoted in accordance with the terms and provisions above, the employee will remain in the first step of the new range for six (6) months, in the second step for six (6) months and in the third step for twelve (12) months. After twenty-four (24) months in range, the employee is to go to the top step; but if the employee, by application of the promotion language (i.e., at least \$.50 higher rate), moves directly to Step 3 of the new range, the employee will remain in that step for twelve (12) months before going to the top step. In no event shall the employee be placed in a step higher in the new range than the step preceding the maximum step. An employee promoted thereafter shall move to the maximum step of the range after twelve (12) months of satisfactory performance.

**Unit A Differential:** A nine (9) percent differential premium will be paid for second and third 8-hour night shift work (starting at or after 3 pm) by Public Works custodians who work such throughout the entire school calendar year provided, however, that the employee actually worked such shifts. This shift premium shall not apply to overtime, sick leave, vacations or holidays. Furthermore, said premium, subject to the same conditions, shall be paid to any Public Works employee who actually works such shift(s) scheduled throughout the year.

It is agreed that the **night patrol employee**, the **Town library senior custodian** and the **Town Hall senior custodian**, while actually working the 8-hour night shift, or the scheduled 8-hour split shift, shall be paid such premium subject to the same conditions.

**Climber:** It is agreed that the tree climber and no more than one ground person, when working together around power lines, shall receive a differential rate of 30% added to their hourly rate. The tree climber(s) shall be able to attend the training safety class(es), if any, scheduled each year when given to the employees of the Electric Division covered by this Agreement.

During the months of June, July, August and September, the-shift differential for employees at the filtration plant shall be paid from 12:00pm, instead of 3:00pm, to those employees currently receiving and eligible for such differential payment.

**Climber:** It is agreed that the tree climber and no more than one ground person, when working together around power lines, shall receive a differential rate of 30% added to their hourly rate.

**“Stipends”**

**Treatment & Distribution**

State Grade I Operator	\$600
State Grade II Operator	\$800
State Grade III Operator	\$1,050
State Grade IV Operator	\$1,250
Wastewater Collection	\$225
Cross Connection	\$250
Class ‘A’ Motor Vehicle Operator	\$250
Town Electrician	\$1,150
*Pesticide License	\$250
(Grounds and Forestry personnel only)	
*Hoisting Engineer	
(if required for position)	\$250
(*New as of July 1, 2014)	

**Reimbursement:** In addition to other licenses for which the employee(s) are currently reimbursed, the Town agrees to reimburse the license fee of an employee(s) who, in their regular course of his/her regularly-scheduled work, is required by the Town to obtain, every two (2) years, a hydraulic license needed to operate certain equipment of the Town or used by the Town in its operation.

The Town agrees that it shall reimburse the difference between the cost of the employee’s required commercial driver’s license renewal and the cost of a standard driver’s license when an employee applies for such required license renewal. Should the Town require a particular license endorsement be held by an employee in his/her employment with the Town, it shall, when the employee so renews or is hereafter required to obtain, pay the charge for the special endorsement (e.g., presently a \$10.00 cost for each endorsement).

Payable the first full week in December, the following annual lump-sum payments shall be paid to the employees in the following positions for responsibilities assigned.

**Sanitation Senior Foreman:** Grade 12 position: \$750  
 Landfill Guard, Grade 10: \$550

It is agreed that the annual compensation provided above for each of the employees shall be used to compute the pension benefits for such employee.

**Electrician** – the current Electrician shall be moved from Grade 12, Step 4 to Grade 13, Step 2.

**ARTICLE 19 – Tool Allowance**

A tool allowance shall be allowed to the Department of Public Works mechanics and Plumbing Station mechanic annually upon presentation by the mechanics of purchase vouchers for necessary tool replacement purchase and the purchase of specialized tools that are required. The tool allowance shall be \$600 per year.

## ARTICLE 20 – Reporting for Work

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

It is agreed that the Employer may contract work, but in the exercise of this right, no employee shall be laid off and replaced within eighteen (18) months of the date of lay off 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 21 – No Strike Clause

The Union agrees not to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of service by employees of the Town of Danvers covered by the terms of the Agreement.

## ARTICLE 22 – 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. **Sick Leave Balance Review:** Any employee shall be offered the one-time opportunity, if requested, to obtain from the Public Works Director or his/her designee his or her sick leave balance on January 1 of the calendar year.
3. **Severability Clause:** 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. **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 effect the Town's right to use such material in its evaluations.

5. **Leaving Town Employ Notice:** Except for extraordinary circumstances, an employee intending to leave the Town of Danvers' employ (for reasons other than retirement,) shall give a minimum of three (3) work weeks of advance notice of such action to his/her manager or express designee.

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

6. **Drug/Alcohol Testing:** All employees, regardless of their position, will be subject to the Department's Random Drug and Alcohol testing protocols that have been agreed to by the parties. All persons who are in non-safety sensitive positions will be in a separate "pool" for purposes of being selected for a drug and alcohol test. Any person who tests positive for drugs or alcohol will be treated as follows:

First offense: Upon receipt of information that an employee has tested positive he or she will immediately be reduced to a Laborer Grade 6 classification and will be taken off duty and unable to return to work until cleared to do so by the Substance Abuse Professional (SAP) used by the Town. The employee will remain out of work until the SAP clears him or her to return to work. Upon his or her return to work he/she will be working as a Grade 6 Laborer until the Substance Abuse Professional determines that a follow-up drug test should be administered and the employee passes said follow-up test. At that time the employee will be returned to his regular Grade. (In the event that the employee has enough accrued sick leave at the time he or she fails the initial drug test he or she will be allowed to use sick days during the time from failed test to the time when he or she is cleared to return to work by the SAP). Second offense; 30-day suspension, Third offense; termination. Full Testing Program document attached.

7. **Nondiscrimination:** The Town will not discriminate against any employee because of race, sex, color, religion, ancestry, national origin, handicap or age.
8. 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 - Longevity**

Employee(s) in a calendar year who have been continuously employed and who complete his or her fifth, tenth, fifteenth, twentieth, twenty-fifth or thirtieth year prior to December of each calendar year shall be entitled to receive a lump sum longevity payment, payable the second full payroll week in December, as follows:

5 years but less than 10	\$450	20 years but less than 25	\$700
10 years but less than 15	\$475	25 years but less than 30	\$725
15 years but less than 20	\$650	30 years or more	\$850

## ARTICLE 24 - Standby

Employee(s) volunteering for standby coverage will be on-duty employee(s) while actually working a regular work week. The standby coverage work schedule will consist of all hours off duty during a twenty-four hour (24) period, seven (7) consecutive days, and would commence Monday at 7:00 A.M. and end on the following Monday at 7:00 A. M. The seven (7) day standby coverage would be rotated among each of the qualified employees as determined by the Director of Public Works or his/her designee to perform such service in accordance with the Unit A contractual agreement. The schedule will be established in writing and posted by the Director of Operations or his/her designee four (4) weeks in advance and shall be provided to the Director of Public works. The employee, or the back-up employee, shall notify, as soon as possible, the Director of Operations or designee if he/she is unable to work due to illness or injury. In the even an employee, or the back-up employee so scheduled, is not available due to illness or injury, the Town in accordance with the Unit A contractual agreement, may assign another qualified employee to fill in. The compensation for standby coverage of the seven (7) day schedule shall be:

Effective 7/1/2017:      \$34.70 per day Monday through Friday  
                                 \$60.89 Weekends and Holidays

Effective hereafter, employee standby rates shall increase by the applicable base rate increase percentage, excluding adjustments, on the effective dates of the increase.

Any employee or his/her designee assigned to Pay Range 13 will not suffer any loss of overtime compensation for hours worked in a week in excess of forty (40) hours. The employee on duty during the seven (7) day standby coverage schedule shall remain available so that he/she will always, during such duty shift(s), remain locally within such a distance so as to be reached by the beeper system and to respond on-site within a maximum of thirty (30) minutes after receiving the call. The paging system equipment shall be checked and monitored daily by the employee(s) to ensure its operational status. If no replacement is available, the employee shall remain in the area and leave a phone number where he/she can be reached promptly by telephone. The employee shall not be required to stay at home under such circumstances, but as above, shall be expected to be reached and available and to respond on-site within the maximum of thirty (30) minutes upon being reached.

## ARTICLE 25 – Upgraded Work

Any employee who is expressly assigned by the department head or designee to perform upgraded work shall, when he/she so substitutes, and who performs such upgraded work for a minimum period of three (3) consecutive work days or a part thereof exceeding four (4) hours in length in any one of the days, shall be compensated at the next highest wage rate exceeding his/her own in the range of the employee whose place he/she takes. An employee entitled to receive out-of-range pay shall receive the out-of-grade step rate not less than fifty cents (\$.50) higher than the employee's actual pay step in his/her grade. Such compensation, upon the completed performance of such ungraded work, shall be paid retroactively to the first day.

Any employee who is expressly assigned by the department head or designee to so perform specific upgraded work or serve in a specific upgraded role, shall when he or she so substitutes, and who performs such upgraded work or in such upgraded role, for a minimum period of five (5) separate work days (not consecutively worked), be compensated at the next highest wage rate exceeding his/her own in the range of the employee whose place he/she takes only for the days he/she so worked in excess of the five (5) cumulative days not retroactively. Employees entitled to compensation under the preceding paragraphs shall not be able to use or apply such days to obtain compensation under the terms of this paragraph.

## **ARTICLE 26 – Performance Evaluation Implementation**

**Section 1:** The Town shall implement its performance evaluation/procedure (a copy of which is attached) and shall train the supervisors prior to implementation in the administration of the performance evaluation. If the Town requires an employee to be trained for the performance evaluation procedure after working his/her regular workday, the employee will be paid for all such hours at a rate of time and one-half his/her regular base hourly rate. The performance evaluation will not be used for disciplinary purposes. It may be used for lateral transfers and promotions, etc. The performance evaluation will not be used to determine employee step increase compensation; subject is expressly covered elsewhere herein.

**Section 2:** The current employment application form, supplemental data sheets, involving postings shall remain in effect - see appendix b.

## **ARTICLE 27 – Disciplinary Action – Records Removal from Personnel Folder**

1. The Town of Danvers, in an effort to be consistent in the application of its disciplinary policy concerning the cumulative effect of disciplinary action, establishes this program.
2. Subject to the last paragraph herein, hereafter, an employee who has been given a verbal warning, whether in writing or otherwise, shall have such noted and placed in his/her personnel folder for six (6) months from the incident or from the date of the department head's actual knowledge thereof, whichever is later.

An employee who has been given a written reprimand shall have such reprimand placed in his/her personnel folder for six (6) months for the incident or from the date of the department head's actual knowledge thereof, whichever is later.

An employee who has been given a written reprimand placed in his/her permanent personnel folder for a period of one (1) year from the date of the incident or from the date of the department head's actual knowledge thereof, whichever is later.

An employee who has been given a written suspension for a period of less than five (5) consecutive days shall have such suspension placed in his/her permanent personnel folder for a period of two (2) years or from the date of the department head's actual knowledge thereof, whichever is later.

An employee who has been given a written suspension for a period of five (5) consecutive days or greater shall have such suspension placed in his/her permanent personnel folder for a period of four (4) years from the date of the incident or from the date of the department head's actual knowledge thereof, whichever is later.

At the expiration of the period specified above, the disciplinary action notice/letter filed in the employee's permanent personnel folder shall be removed from such folder, unless the employee's Union filed grievance is subject to arbitration, the grievance is pending or not yet resolved by arbitration or otherwise or the employee's second offense or later offense(s) involve(s) the same type of offense or comparable offense, in which case the earlier offense(s) will be automatically revived and/or continued effective if not yet so removed.

## **ARTICLE 28 – Duration Clause**

This consolidation Agreement shall be effective through June 30, 2020. The wages, economic benefits and provisions herein shall be effective as of the dates and times referred to herein, and the parties agree that on or about November 1, 2016, they will confer on any proposed changes or amendments to the parties' collective bargaining Agreement.

The parties agree that during negotiations by the parties for a successor collective bargaining Agreement, this Consolidation Agreement shall continue in effect until the successor collective bargaining Agreement is reached.

Excepting employees who retire voluntarily or involuntarily, such economic benefits or monies shall be paid only to employees who were on the payroll, and remained so, until its applicable collective bargaining Agreement was ratified and executed.

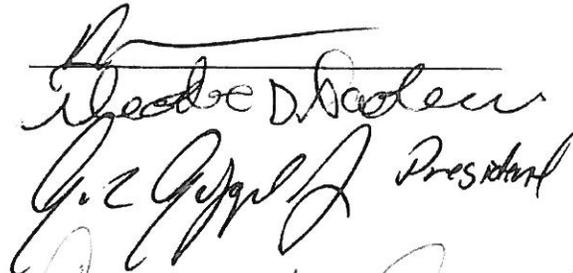
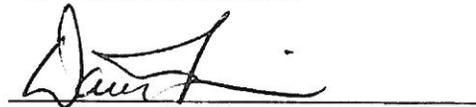
Signed this 29<sup>th</sup> day of August, 2017

For the Town of Danvers



Steve Bartha, Town Manager

For Local 1098, Council 93



George D. Doolen  
President



Carl Markan 8-29-17

Unit A – Effective July 1, 2017  
FY '18

Grade	Position	Step 1	Step 2	Step 3	Step 4
6	Custodian High School Security Mail Carrier Materials Coordinator	17,5231 36,448.05	18,0326 37,507.81	20,1435 41,898.48	21,3991 44,510.13
8	Senior Craftsman Truck Driver	19,6520 40,876.16	20,4349 42,504.59	21,3534 44,415.07	22,6545 47,121.36
8A (8AX)	Custodian Senior Custodian	20,3764 42,382.91	21,4011 44,514.29	22,5285 46,859.28	23,7067 49,309.94
9	Building Mechanic I Equipment Operator Hvy. Eq. Oper./Working Foreman	20,9628 43,602.62	21,7815 45,305.52	22,6545 47,121.36	23,9101 49,733.01
10	Heavy Custodian Hvy. Eq. Oper./Working Foreman Mechanic II Operations Clerk Senior Mason Tree Climber I Working Foreman	22,2060 46,188.48	23,4825 48,843.60	24,6831 51,340.85	25,5478 53,139.42
11	Foreman Tree Climber II/Sr. Traffic Foreman Tree Climber II/Senior Foreman	23,6738 49,241.50	24,8375 51,662.00	26,3209 54,747.47	27,1858 56,546.46
12	Senior Foreman Senior Foreman, Custodian Tree Climber III	26,1124 54,313.79	27,1969 56,569.55	28,0134 58,267.87	29,0962 60,520.10
13	Senior Foreman Electrician Senior Foreman (Equipment)	29,1716 60,676.93	29,8788 62,147.90	30,8994 64,270.75	32,0077 66,576.02

**Unit A Water & Sewer – Effective July 1, 2017  
FY '18**

<b>Grade</b>	<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
9	Equipment Operator I	20.9628 43,602.62	21.7815 45,305.52	22.6545 47,121.36	23.9101 49,733.01
10 AWS	Equipment Operator II	23.0553 47,955.02	24.3766 50,703.33	25.6251 53,300.21	26.5198 55,161.18
10 AXWS	Water Systems Maintenance Person Sewer Technician I	23.7523 49,404.78	25.1153 52,239.82	26.3949 54,901.39	27.3209 56,827.47
11 AWS	Water Meter Repair Person/Cross Connection Inspector Water/Sewer Inspector Sewer Technician II Working Foreman/Equipment Operator	24.5742 51,114.34	25.7811 53,624.69	27.3209 56,827.47	28.2156 58,688.45
12 AWS	Foreman Water Processing & Supply Operator III	28.7046 59,705.57	29.8907 62,172.66	30.7958 64,005.26	31.9819 66,522.35
13 AWS	Senior Foreman Water Treatment Plant Chemist	34.2292 71,196.74	35.0615 72,927.92	36.2579 75,416.43	37.5584 78,121.47