

Agreement Between

Town of Manchester-by-the-Sea, Massachusetts

and

American Federation of State, County and Municipal

Employees, AFL-CIO, Local 687, State Council 93

Department of Public Works Employees

July 1, 2017 - June 30, 2020

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AGREEMENT

Agreement made and entered into, this ___ day of ____, 2017, by and between the Town of Manchester-by-the-Sea in the County of Essex and the Commonwealth of Massachusetts, hereinafter referred to as the "Employer" or the "Town," and Local 687, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

In consideration of the mutual covenants and agreements contained herein, said parties agree as follows:

ARTICLE I RECOGNITION AND UNIT DEFINITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on wages, hours and other terms and conditions of employment for employees set forth in the certification of the Labor Relations Commission in Case No. MCR-2280 dated March 8, 1976, as amended by agreement of the parties.

The following regular full-time and regular part-time employees customarily working a total of at least 20 hours in a calendar week in the following job classifications:

Unit A:

- Sewer Division: Assistant Sewer Treatment Plant Operator, Maintenance Mechanic, Skilled Laborer
- Water Division: Maintenance Mechanic, Skilled Laborer, Water Division Secondary Operator
- Public Works Division: Mechanic, Mechanics Helper, Equipment Operator, Skilled Laborer, Maintenance Mechanic, Tree Climber

Unit B:

- Sewer Division: Chief Sewer Treatment Plant Operator
- Water Division: Working Foreman
- Public Works Division: Foreman

but excluding all other employees of the Town of Manchester-by-the-Sea.

ARTICLE 2 CHECKOFF

2.1 Upon individual written authorization by an employee, the Employer agrees to deduct from the employee's bi-weekly pay Union dues as established under the Union's constitution and bylaws and to transmit the sum so collected to the Treasurer of the Union at such other address as the Union may from time to time designate in writing to the Town's payroll administrator by the tenth (10th) day of the following month. In addition,

if an employee chooses not to become a member of the Union, the Town with the employee's written consent agrees to deduct an agency service fee equal to the amount set from time to time by the union and is proportionately commensurate with the cost of collective bargaining and contract administration.

2.2 The individual written authorization by each employee shall be delivered to the Employer on a card bearing the following language:

To the Town of Manchester-by-the-Sea:

Please deduct from my first pay each month until further written notice from me, Union dues in the amount of \$ _____ per month and transmit such sum to Treasurer, Local 687, State Council 93, American Federation of State, County and Municipal Employees, AFLCIO, at the address provided for in the Union's contract with you.

Dated this _____ day of _____, 20__

Employee's Signature

2.3 The Union shall indemnify and save the Employer harmless against any claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the above provisions of this Article of the Agreement or in reliance on any authorization furnished to the Employer in connection therewith.

ARTICLE 3

DISCRIMINATION AND COERCION

3.1 There shall be no discrimination by foremen, superintendents or other agents of the Employer against any employee because of his or her activity or membership in the Union.

3.2 The Union agrees that neither its officers, members, nor persons employed by the Union, shall discriminate against or coerce any employee for his or her non-membership in the Union.

ARTICLE 4

GRIEVANCE PROCEDURE AND ARBITRATION

4.1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation and or application of this Agreement. All such grievances will be handled as provided in this Article. If a grievance is once settled or if it is not presented within the time limits provided below, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder. If the Employer or its representatives fail to answer a grievance within the time limits provided below, such action shall be considered a denial of the grievance at that step.

4.2 The following procedures are established for the settlement of grievances:

4.2.1 The employee or the Union must notify the employee's Department Head (as defined below) in writing of the grievance within five (5) work days after the occurrence

of the matter which gave rise to the grievance or the time that the employee actually had or reasonably should have had knowledge of such occurrence. The employee's grievance shall be signed by the aggrieved employee and a designated representative of the Union and should contain the following information:

(i) A statement of the grievance which specified that part of the Agreement which has been violated;

(ii) A statement of remedial action or relief sought;

(iii) A statement of the reasons why the aggrieved believes the remedy should be granted. The aggrieved, a designated representative of the Union, and the Department Head shall meet within five (5) work days and attempt to resolve the grievances. Within five (5) work days thereafter, the Department Head shall render in writing his or her decision in the matter. Such written decision shall be addressed to the Union with a copy to the aggrieved and the Town Administrator of the Town of Manchester-by-the-Sea.

4.2.2 Should the grievance remain unsettled after the decision of the Department Head, the grievance may be appealed to the Town Administrator within five (5) work days after the decision of the Department Head or ten (10) work days after the date of the meeting with such Department Head, whichever is shorter. The Town Administrator will meet with the Union within ten (10) work days after the referral in an attempt to resolve such grievance and within five (5) work days thereafter answer the grievance in writing.

4.2.3 Should the grievance remain unsettled after the meeting with or decision of the Town Administrator, the Union may, within twenty-five (25) work days after the answer of such Town Administrator is due, request arbitration of such grievance, by written notice to such Town Administrator. If the parties are unable to agree on the selection of an arbitrator, the Union may request the American Arbitration Association to aid in the selection of an arbitrator pursuant to its Rules and Regulations.

4.2.4 The employee's Department Head shall be deemed to be as follows for an employee in the department or position listed below:

<u>Department or Position</u>	<u>Department Head</u>
Water Division	Director of Public Works
Sewer Division	Director of Public Works
Public Works Division	Director of Public Works

4.3 Arbitration proceedings shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

4.4 The grievance as stated in the Request for Arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. The arbitrator shall not have the right to add to, detract from, or in any way alter provisions of this Agreement. The award of the arbitrator shall be final and binding on the parties, provided it is not rendered in violation of Mass. G.L. C. 150C.

4.5 Only the Union shall have the right to require arbitration.

4.6 Each party shall bear the expense of preparing and presenting its own case. The costs of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the parties.

4.7 The time limits established by this Article may be extended by mutual consent of those parties participating at each step in the grievance and arbitration procedure. Every reasonable effort shall be made to expedite answers to grievances within stated time limits.

4.8 Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.

ARTICLE 5 SENIORITY

5.1 The continuous length of service of the employee with the Employer shall determine the seniority of the employee.

5.2 The principle of seniority shall be used in all cases of promotion or transfer within the bargaining unit, when in the judgment of the Employer the qualifications of employees and/or their ability to do the work are equal.

5.3.1 In all cases of choice of vacation period, seniority shall govern when in the judgment of the Department Head there are no other factors bearing on the ability of the Department to accomplish its function.

5.3.2 Except as provided for above, all vacation shall be scheduled by April 1st of each year. If an employee hasn't picked his/her vacation by April 1st, then vacations shall be scheduled on a "first come, first served" basis.

5.4 In all cases of decrease in the working force, seniority shall govern.

5.5 Employees removed from employment because of reduction in work force shall be rehired on the basis of "last out-first in" concept when in the judgment of the Employer the qualifications of employees and/or their ability to do the work are equal. The laid off employee shall be contacted by certified mail at his or her last known address filed with the Town and shall respond immediately upon receipt of the recall notice. If an employee fails to respond within seven (7) days or if the certified letter is returned, there shall be no responsibility on the part of the Town to rehire said laid off employee. When a recalled employee returns to work he/she shall receive his/her unused accumulated sick leave, vacation, personal leave and shall receive seniority back to his/her previous date of hire excluding all time on layoff.

5.6 For the purpose of this Article and Article 6 (Job Posting and Bidding), in determining whether the qualifications of employees and/or their ability to do the work are equal, the Employer shall take into account not only their physical strength and

endurance but such other qualifications as the maturity of their judgment, their experience, their knowledge of the equipment, their demonstrated ability to work well with other employees, their special skills, etc.

ARTICLE 6

JOB POSTING AND BIDDING

6.1 When a position covered by this Agreement is to become vacant or becomes vacant and the Employer wishes to consider filling it, such vacancy shall be posted on the appropriate bulletin board, listing the pay. Job specifications shall be made available on application. This Notice of Vacancy shall remain posted for at least seven (7) work days. Employees interested shall apply, in writing, within the posted period. Non-employees may also apply.

6.2 Newly hired employees shall be subject to a six (6) month probationary period from the first day of work.

ARTICLE 7

HOURS OF WORK

7.1 The regular hours of work each day shall consist of eight (8) hours. These eight (8) hours of work plus a one-half (1/2) hour lunch period shall occur as eight and one half (8 1/2) consecutive hours, between 7:00 a.m. and 3:30 p.m. as determined from time to time by the Employer.

7.2 The regular work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive.

ARTICLE 8

MEAL PERIODS

8.1 All employees shall be granted an unpaid meal period of one-half (1/2) hour's duration during each work shift. Whenever possible, the meal period shall be scheduled near the middle of the shift.

8.2 While working in an overtime status, the employee shall be given a one-half hour meal period with pay for every four hours of continuous work. When possible, the meal period shall be taken during normal meal times. The employee will not be entitled to additional compensation for missed meal periods unless the Employer has specifically asked the employee to skip a meal period due to an emergency condition. If the employee agrees to skip a meal period, then he or she will be entitled to an additional half-hour of overtime pay. Compensation for missed meal periods will be paid only if management initiates the request and will apply for the one meal break only. Meal periods with pay shall not apply to planned overtime of less than five hours.

8.3 Paid meal periods shall not apply to planned or regularly scheduled overtime that occurs during normal daily work hours on weekends.

ARTICLE 9 OVERTIME

9.1 An employee covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his or her regular rate of pay for work in excess of forty (40) hours in one (1) week. All work performed on Sunday shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.

9.2.1 Any employee called back to work on the same day after having completed the assigned work and left the place of employment and before his or her regular scheduled starting time, shall be paid at the rate of time and one-half (1 1/2) for all hours worked on recall. He or she will be guaranteed a minimum of four (4) hours pay at time and one-half (1 1/2) regardless of hours actually worked.

9.2.2 If recall work starts three (3) hours or less before the employee's next regular shift, he or she will be paid at time and one-half (1 1/2) for the time which elapses between the start of recall work and the start of his or her regular shift. This only applies to morning call in, prior to shift and ending at the start of a shift.

9.2.3 Employees shall be paid for time at the overtime rate for all hours spent over eight hours while attending or traveling to or from schools or seminars.

9.3 Employees shall not be required to take time off for any overtime, except in regards to Section 13.5.

9.4 Overtime shall be equally and impartially distributed among full-time personnel in each department who ordinarily perform such related work in the normal course of their work week. Employees who are offered work and refuse will be credited with having had their turn. When, in case of extreme emergencies, it is necessary to call in personnel from other departments to aid and assist, the personnel from departments other than the department which normally performs such related work shall be released from their duties first when the work load lessens.

9.5 Employees covered by this Agreement may be required to work overtime whenever, in the judgment of the Employer, there is an emergency which requires such overtime work. Such employees may also be required to work a reasonable amount of overtime when, in the judgment of the Employer, such overtime is in the best interests of the Employer even though there is no emergency. If there is an insufficient number of volunteers with required skills, then employees with the necessary skills shall be required to work in reverse order of seniority.

Employees will be required to work four (4) hours on the last workday in order to be eligible for weekend overtime. Employees who are on vacation or personal leave on the last workday may be called and may volunteer for weekend overtime providing all employees who worked a minimum of four (4) hours on the last workday have been offered the overtime. Employees who are on sick leave or bereavement leave on the last workday will not be eligible for weekend overtime.

9.6 Pre-arranged overtime that is scheduled in advance shall have a guaranteed three (3) hour minimum at one and one-half (1 ½) times regular rate of pay. The Department Head may cancel pre-arranged overtime up until the end of the employee's regular shift on the day previous to the day of pre-arranged overtime. If work is not canceled and employees report to work and weather conditions or other conditions make it necessary to cancel the overtime, the employee shall be paid three (3) hours pay at one and one-half (1 ½) times his or her regular rate of pay. The Department Head shall have the option of holding the employees for three (3) hours to see if the conditions that warrant canceling pre-arranged overtime will clear. A list of available union members for pre-arranged overtime shall be maintained by the union.

9.7 For the purpose of computing overtime, all paid leaves (holidays, vacation, sick leave, funeral leave, personal leave, and any other paid leaves) shall be considered as time worked.

9.8 Compensatory time may be granted in lieu of overtime by mutual agreement between the Director of Public Works, and the employee. A maximum of 40 hours of compensatory time may be accrued at any time, but any accrued time must be used by December 31st of each calendar year unless a request to carry forward accrued hours is made to the DPW Director by December 1st. The DPW Director shall respond to such request by December 15. One hour of overtime equals on and one half hours of compensatory time.

ARTICLE 10 STANDBY COMPENSATION

10.1 The Wastewater Division shall have one of its employees on standby status at all times. The Chief Operator is responsible for establishing an eligibility list and schedule for employees, which normally shall include all division employees, to be assigned on a rotating basis. When on standby status, the employee shall be reachable by telephone at all times for emergency response. If it is necessary for the employee to physically respond, he/she must make his/her best effort to respond to the worksite within a maximum of 60 minutes. The employee shall be compensated at the rate of \$2.00 per hour for all time spent on standby status. In addition, the employee on standby status, if called back to work, shall be compensated in accordance with the provisions of Article 9 Overtime.

10.1B The Highway and Water Divisions shall have one of its employees on standby status at all time. The DPW Director is responsible for establishing an eligibility list and schedule for employees to be assigned on a rotating basis. When on standby status, the employee shall be reachable by telephone at all times for emergency response. If it is necessary for the employee to physically respond, he/she must make his/her best effort to respond to the worksite within a maximum of 60 minutes. The employee shall be compensated at the rate of ~~\$1.25~~ \$2.00 per hour for all time spent on standby status. In addition, the employee on standby status, if called back to work, shall be compensated in

accordance with the provisions of Article 9: Overtime.

10.2 Call backs for Public Works and Water Divisions employees shall be initiated and controlled by the DPW Director. When the Director determines a call back is necessary, he shall contact employees by telephone from a seniority list to offer them the opportunity to perform the work. The Director will call employees on a continuous rotation from that list. In the event that no employee is available to perform the work for a given call back, the Director shall engage the services of an outside contractor to perform the work.

ARTICLE 11 REST PERIODS

11.1 All employee work schedules shall provide for a ten (10) minute rest period during the morning shift and a ten (10) minute rest period during the afternoon shift. The rest period shall be scheduled near the middle of this time period whenever this is feasible.

ARTICLE 12 CLEAN-UP

12.1 Employees shall be granted a five (5) minute personal clean-up break before lunch and an additional five (5) minute personal clean-up break before the end of the work day. Work schedules shall be arranged so employees may take advantage of this provision.

ARTICLE 13 HOLIDAYS

13.1 The following days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
1/2 day off on the last work day before Christmas	

The one-half day holiday on Christmas Eve shall apply regardless of the day of the week on which it falls. The employee shall work a half-day in the morning of the last work day before Christmas and shall have the remainder of the day off. Payment for the entire day shall be eight (8) hours pay at the straight time rate. Should the employee be required to work during the afternoon, the provisions of Paragraph 13.4 shall apply.

13.2 Holiday pay shall be eight (8) hours pay at straight time rate.

13.3 If a holiday occurs within an employee's vacation period, it will not be counted as a vacation day.

13.4.1 Employees required to work on a holiday other than Thanksgiving, Christmas Eve,

Christmas, or New Year's Day shall receive in addition to the regular holiday pay an amount equal to one and one-half (1 ½) times his or her regular rate of pay for all hours worked, and he or she shall be guaranteed a minimum of three (3) hours pay at such rate.

13.4.2 Employees who are required to work on Thanksgiving, Christmas Eve (other than normal working hours), Christmas, or New Year's Day shall receive double time in addition to holiday pay for all hours worked. However, no minimum number of hours shall apply to these days.

13.5 If a holiday occurs on an employee's normal day off, he or she shall receive, at the option of his or her Department Head, either (a) a credit of that day to employee's vacation time or (b) the right to a day off on a Friday or Monday occurring within one week of that holiday.

ARTICLE 14 VACATION SCHEDULE

14.1 Every employee occupying a full-time position, or a part-time position in which he or she customarily works more than 1,600 hours per year, and who has been in the continuous service of the employer for twelve (12) months, shall be granted two (2) weeks vacation with pay during the first calendar year in which said twelve (12) months has been completed, and in each calendar year thereafter. During the employee's first year and upon completion of six (6) months of continuous service, the employee may use up to one (1) week of the two (2) weeks of vacation allotted for twelve months of continuous service. The employee will have the remaining portion of the two (2) weeks of vacation for use upon commencement of the second year of employment. Every such employee who has worked continuously for five (5) years shall be granted three (3) weeks vacation with pay in each calendar year. Every such employee who has worked continuously for ten (10) years shall be granted four (4) weeks vacation with pay in each calendar year. A maximum of two weeks of unused paid vacation time may be carried over into the next calendar year.

For employees hired prior to July 1, 2017, additional vacation time shall be granted as follows:

Effective July 1, 2006, every such employee who has worked continuously for fifteen (15) years shall be granted four (4) weeks plus three (3) days of vacation with pay in each calendar year.

Every such employee who has worked continuously for eighteen (18) years shall be granted four (4) weeks plus four (4) days of vacation with pay in each calendar year.

Every such employee who has worked continuously for twenty (20) years shall be granted five (5) weeks of vacation with pay in each calendar year.

14.2 The vacation period shall be at the discretion of the Department Head. All vacation shall be scheduled by April 1st of each year. Any vacation scheduled after April 1st shall be on a first come, first serve basis. All vacation must be scheduled at least one week in

advance subject to approval by the Department Head.

The number of employees on vacation in each division shall be limited as follows:

Water - 1 Sewer - 1 Highway - 2

Additional employees may be permitted to use vacation, notwithstanding the divisional limitations, at the sole discretion of the Director of Public Works.

14.3 Upon the death of an employee eligible for vacation leave, payment shall be made to the estate or heirs of the deceased for that proportion of the vacation accrued in the calendar year prior to death which the number of days worked bears to the total working days in such year.

14.4 Employees eligible for vacation leave whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, shall be paid for that proportion of the vacation accrued in the calendar year during which such termination occurred plus any unused vacation time carry-over, which the number of days worked bears to the number of working days in such year.

14.5 Absences on account of sickness in excess of that authorized under the provisions for sick leave in this contract, and absences to conduct personal business may, at the discretion of the employee, be charged to vacation. Absences to conduct personal business which are charged to vacation shall not exceed one (1) day in any one (1) contract year and shall be granted only in increments of one (1) full day at a time. Except when prevented by emergency, an employee shall give his or her Department Head at least seventy-two (72) hours notice of his or her request for leave of absence to conduct personal business which is to be charged to vacation.

14.6 Employees shall be entitled to three (3) days personal leave not to be charged to vacation or sick leave each year.

14.7 All scheduled absences (vacation, sick, personal days) shall be taken in increments of no less than two (2) hours.

ARTICLE 15

SICK AND INJURED LEAVE

15.1 Every employee occupying a full-time position in which the employee customarily works a total of at least 1,600 hours in a calendar year shall accrue during and after his/her position probation period (first six months of employment) one and one-half (1 1/2) days per month of sick leave. During the employee's probation period he/she shall be allowed to use up to one-half (1/2) of the accrued sick leave. Sick leave under this paragraph may be used if such disability is caused by sickness, injury, illness or by exposure to a contagious disease not incurred in the line of duty.

15.2 Sick leave allowed under the provisions of the preceding paragraph shall be cumulative, to a maximum of 1,625 hours. Any accumulation over 1,625 hours will be

adjusted down to 1,625 hours on a monthly basis.

15.3 To be eligible for this sick leave, the employee must properly notify his or her department that he or she will not report for work before the beginning of the work shift. All notices should be given as soon as possible to allow the department involved time to make necessary adjustments.

15.4 Each employee absence on sick leave shall file with the Department Head an Employee's Certificate of Disability, on the form described in Section 7, below, before the employee shall be entitled to compensation as herein provided. When absence on sick leave is for a period of more than five (5) days, each such employee may be required by the Department Head to file a Physician's Certificate of Disability, signed by a regularly licensed and practicing physician, before the employee shall be entitled to compensation as herein provided. The Department Head shall keep a record of all sick leave granted to each employee in the department.

15.5 Employees whose services are terminated shall not be entitled to compensation in lieu of sick leave not taken.

15.6 The employee's Department Head may grant an employee leave with pay in the event of serious illness to a member of the employee's immediate family, which leave shall be considered to be sick leave of such employee.

15.7 The Employee Certificate of Disability shall be in substantially the following form and signed by the Employee:

"I hereby certify that my absence from work on the following date(s) _____, was due to the following condition of sickness: _____

Signed _____

15.8.1 Sick Leave Bank

A sick leave bank ("bank") shall be established for members of the bargaining unit. Under the terms and conditions set forth below, members who wish to participate may contribute sick days from their individual sick leave accounts to the bank, and members who contribute to the bank may be eligible to use the bank.

15.8.2 Committee

A joint committee called the "Sick Leave Bank Committee" shall be established consisting of two members designated by the union and two members designated by the employer. The committee shall review requests and make decisions about contributions, eligibility, and benefits. The decisions of the committee shall be final and binding and not subject to appeal under the grievance-arbitration provisions or otherwise.

15.8.3 Establishment and Maintenance of Sick Leave Bank

- a) A contribution of two (2) sick days from each contributing employee shall initially fund the sick leave bank. Thereafter, the annual contribution from each contributing employee shall be one (1) day. When the total number of days available in the bank

falls to the number of contributing employees, each contributing employee shall contribute one additional day.

- b) The committee shall determine if additional contributions are necessary to fund emergency situations.
- c) Employees who retire, resign, or are terminated cannot contribute unused sick days to the bank.
- d) Any unused sick leave in the bank at the end of the calendar year shall be allowed to roll over into the following calendar year. However, the number of accumulated sick days shall be capped at two times the number of contributing employees in the first year, and shall not exceed five times the number of contributing employees thereafter. This total may be subject to change by mutual agreement of the committee.

15.8.4 Eligibility

- a) Employees shall elect in writing whether to participate in the sick leave bank. Only those employees who elect to participate will be eligible to apply for benefits from the sick leave bank.
- b) New employees may elect to join the sick leave bank after ninety (90) days of employment.
- c) An employee must be receiving wages to be eligible to participate and use sick leave bank benefits.
- d) An employee must first exhaust his/her sick leave, vacation leave, and other available leave before seeking sick leave bank benefits.
- e) There must be adequate medical evidence of a serious non-occupational illness or accident that has resulted in the exhaustion of the employee's available leave.
- f) An employee's prior use of sick leave shall be considered by the committee.
- g) An employee's length of service shall be considered by the committee.
- h) An employee's contributions to the sick leave bank and prior use of the bank shall be considered by the committee.

15.8.5 Benefits

- a) The sick leave bank must have a sufficient number of accumulated days to cover any benefits that are to be provided.
- b) The initial grant of sick leave to an eligible employee shall not exceed thirty (30) working days.
- c) Upon completion of the thirty (30) working day period, the committee shall extend the benefit period upon demonstration of need by the employee. This additional benefit period shall not exceed sixty (60) working days.
- d) The maximum number of days granted an employee during his or her years of service shall not exceed ninety (90) working days.

15.9 Employees who are sick at home shall notify the central office if he or she intends to leave home for any of the following reasons:

1. Medical appointments
2. To purchase food, medication or necessities
3. To register to vote or to vote
4. To exercise as recommended by a physician

5. To answer court subpoenas
and to obtain permission from the Director of Public Works to leave home for any other reason.

15.10 Sick Leave Buy Back

Employees who retire under the provisions of MGL Chapter 32 will be paid \$25 per day of accumulated leave, up to 200 days. To be eligible for this benefit, an employee must have accumulated at least 100 days of sick leave and have at least ten years of service to the Town.

An employee who is retiring must provide written notice of his or her intention to retire by November 1st of the fiscal year prior to the fiscal year in which the retirement is to take effect in order to obtain this benefit. If the employee fails to provide notice as required in the above sentence, he or she shall be entitled to payment in the fiscal year which begins one year after the fiscal year in which the retirement is to take effect.

ARTICLE 16 COURT APPEARANCES

16.1 An employee called to jury duty shall receive from the Employer an amount equal to the difference between his or her normal compensation and the amount (excluding any reimbursed expenses) received from the court, upon presentation of certification of the amount paid by the court.

16.2 An employee served with a subpoena to appear in court as a witness through no fault of his or her own, upon submittal of a copy of the subpoena and the witness fee received, shall receive his or her regular pay for each day served as a witness.

ARTICLE 17 BEREAVEMENT LEAVE

17.1 In the event of death in the family of an employee covered by this Agreement, such employee shall receive bereavement leave without loss of pay for the employee according to the following schedule:

<u>Bereavement Leave</u>	<u>Relation</u>
Five (5) days	Spouse, Mother, Father, Child
Three (3) days	Sister, Brother or relative living in the employee's household. <i>(Two additional days may be granted for the loss of a sister or brother.)</i>
Two (2) days	Grandmother, Grandfather, Mother-in-law, Father-in-law
One (1) day for the day of the funeral:	Sister-in-law, Brother-in-law

Days are to be taken between and/or including the day of death and the day of the funeral. Should the death of a family member covered above occur during an employee's vacation, the employee will be charged with bereavement leave for the days used pursuant to the above section; vacation shall not be charged.

ARTICLE 18
WORKER'S COMPENSATION

18.1 If an employee eligible to receive compensation under the provisions of this section has received weekly worker's compensation benefits for the same period of absence, the sum paid by the Employer for said period of absence shall be the difference between the amount of the employee's regular compensation and the amount received by the employee from the weekly worker's compensation benefits.

ARTICLE 19
MILITARY LEAVE

19.1 Each Employee covered by this agreement who is called for duty in the Armed Forces of the Commonwealth or the United States shall be paid any difference in compensation between that drawn in a normal working period of two (2) weeks in his/her regular Town employment and the total compensation (excluding travel allowance) received by reason of each duty. Such payments shall be limited to a period of two (2) weeks in any twelve (12) month period and shall include payment to members of the National Guard who may be mobilized during an emergency in the Commonwealth. Employees called for duty hereunder shall not be required to use their vacation allowance for such military activity.

ARTICLE 20
UNIFORMS AND PROTECTIVE CLOTHING

20.1 If an employee is required to wear a hard hat as a condition of employment, it shall be furnished to the employee by the Employer.

20.2 The Employer agrees that foul weather clothing shall be furnished to employees whose normal work assignments expose them to the weather.

20.3 The Employer agrees to pay an annual clothes-cleaning allowance, payable in the first pay period in December. Effective June 30, 2011, the clothes-cleaning allowance shall increase from \$275.00 to \$300.00.
In addition, each employee shall be eligible for a boot allowance of \$300/year if needed. Approved safety boots, compliant with OSHA Standard 1910.136 may be purchased at one of three stores mutually agreed to by the Union and the Town.

The DPW-Working Supervisor (Cemetery) will not be required to wear a dress coat and tie to funerals. Casual clothes may be worn, as approved by the Public Works Director.

ARTICLE 21
UNION REPRESENTATIVES

21.1 A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

ARTICLE 22

WAGE AND CLASSIFICATION PLAN/LONGEVITY

22.1 It is agreed that the Employer's wage and classification plan for employees covered by this Agreement shall be stated in the Wage and Classification Plan attached hereto. Wages shall increase as follows: July 1, 2017, 2.5%; July 1, 2018, 2.5%; July 1, 2019, 2.5%.

22.2 Step increases provided in the table of wage rates shall be granted automatically if the employee's department head has not given notice at least 90 days before such anniversary that the department head is considering not granting the step increase and the reasons therefore. Second step shall be granted 6 months from the date of hire or promotion. Third step shall be granted one (1) year from the attainment of Step 2. The employee shall have the right to grieve any failure to grant any step increase provided he/she has not grieved the same within the preceding six (6) months.

22.3 Upon promotion an employee shall be placed in that step of the range to which he/she was promoted that shows at least a twenty-five (\$.25) cent per hour increase in pay. The employee will move to the top step after six (6) months if the employee has at least ten (10) years of service in the Manchester Department of Public Works as of the date of the promotion.

22.4 With the exception of the Assistant Treatment Plant Operator and the Assistant Operations Director, who receive stipends for the times they fill in for their supervisors, an employee who is assigned to work in a higher classification shall be paid at the higher classification's rate of pay for the time he/she spends working in the higher classification. Such assignments will be made by the employee's foreman, in writing, on a form supplied by the Town. In the absence of a foreman, assignments will be made by the DPW Director. The Town, by virtue of its management rights, has the sole discretion to determine the necessity for assigning an employee to work in a higher classification. Generally, time spent by an employee performing tasks normally performed by an employee in a higher classification for less than 15 minutes, will not qualify for assignment to a higher classification. For the Assistant Treatment Plant Operator and the Assistant Operations Director, if they must fill the role of their supervisor for an extended period of more than 15 consecutive work days, the Town agrees to pay the employee at the higher classification pay rate.

22.5 An employee who from time to time is required for the convenience of the Employer to perform in a lower classification shall suffer no reduction in pay. An employee transferred to a lower rated position for the convenience of the Employer shall enter it at

his/her rate in the position from which he/she is transferred. A department head may, however, effect the transfer to a lower rated position at the lower rate applicable to the new position upon failure of the employee to perform satisfactorily the duties of his/her present position, but such action shall be subject to grieving by the employee.

**22.6 Wage and Classification Plan schedule:
See Attachment.**

It is agreed that the employees in the positions added to the bargaining unit by the Amendment dated April 2, 1991 (DPW-Working Supervisor [Mark Hammond] and Chief Treatment Plant Operator [John Sibbalds] and only these incumbent employees) will be credited with seniority from the date of said amendment for all purposes of job bidding, reduction in force, or any other benefit relating to advancement, vacation usage, etc., except for vacation credit which shall be determined from each employee's original hiring date by the Employer regardless of whether service with the Employer involved previous membership in the bargaining unit.

22.7 Longevity

22.7.1 Any permanent full-time employee shall receive longevity pay in accordance with the schedules below.

22.7.2 Longevity payment will be disbursed in one lump sum on the day following the anniversary date of hire.

22.7.3 Longevity shall be payable as follows:

<u>Length of service in years</u>	<u>Amount Payable</u>
5-9 years	\$200
10-14 years	\$300
15-19 years	\$500
20-25 years	\$800
25+ years	\$1,000

22.8 The Town shall pay for the cost of licenses which employees are required to maintain.

22.9 All employees shall be permitted to purchase Town beach stickers.

**ARTICLE 23
HEALTH AND WELFARE**

23.1 Effective with the 2018-2020 Agreement, bargaining unit members will be enrolled in the MIIA HMO BLUE NE (Benchmark) health insurance plan or its equivalent. With the concurrence of a majority of the Insurance Advisory Committee, an alternative provider of the benchmark plan may be substituted.

The “benchmark plan” shall refer to a health insurance plan that has the same plan design elements as the most popularly subscribed HMO plan offered through the state’s Group Insurance Commission as determined yearly.

For the duration of this agreement, the Town agrees to maintain the plan design in effect for FY18.

23.2 The Town and the Union agree to work together to implement a health care account for employees to contribute to in order to maximize tax savings for health care costs.

23.3 All bargaining unit members hired after July 1, 2017 shall contribute 35% of the cost of their health insurance premium and the Town shall be responsible for the remaining 65%.

Bargaining unit members hired between July 1, 2012 and July 1, 2017 shall contribute 30% of the cost of their health insurance premium and the Town shall pay the remaining 70% of the cost.

23.4 The health insurance premium contribution percentage for bargaining unit members hired prior to July 1, 2012 shall remain at 25% for Fiscal Year 2018 and for Fiscal Year 2019. It shall increase to 30% on July 1, 2019.

23.5 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. Any substantive changes will be made by mutual agreement.

23.6 Dental insurance similar to that offered by the Manchester-Essex Regional School District will be made available to employees at their cost subject to the requirements of the insurance company. The Town will not pay for dental insurance.

23.7 Wellness Incentive Rebate: The Town shall contribute \$650 per year per bargaining unit member who chooses to participate in the Wellness Incentive Rebate program. The funds shall be deposited into a Health Reimbursement Account (HRA) in the member’s name. The amount of money in the HRA may be rolled over from year to year. The cost of administering the plan will be paid by the Town. The HRA may be used to offset the out of pocket costs associated with the health plan such as prescriptions, copays, deductibles, diagnostic testing, lab work, etc. An individual wanting to participate in the Wellness Incentive Rebate program would be eligible for the \$650 rebate in the 2nd (2019) and 3rd (2020) years of the contract.

In order to be eligible for this benefit, a bargaining unit member must provide written verification from his/her primary physician to the Town Administrator that he/she has successfully followed/completed the following during the previous Fiscal Year: 1) An annual physical, 2) All age-appropriate screenings, 3) A health-risk assessment, 4)

compliance with any physician-prescribed medicines and/or directives.

The written verification must be submitted in July of each year in order to be eligible for payment, e.g., verification for FY 18 must be submitted in July, 2018 for initial FY 19 payment). It need only verify that the above conditions have been met. The payment will be made promptly upon submission of the verification.

23.8 Opt-out Option: The Town agrees to provide an incentive for bargaining unit members to opt out of Town-sponsored health insurance plans. The opt out option has 2 categories:

- 1) Bargaining unit members who are currently on the Town's Health insurance who then choose to opt out of the Town's insurance: These bargaining unit members will receive annually \$3000 each for a family plan and \$1500 each for an individual plan for each year they are not enrolled in the plan. This amount can be pro-rated to accommodate insurance that may have different plan dates from what the Town has.
- 2) New bargaining unit members who, upon hiring, opt not to take the Town's Health insurance will receive a one time payout of \$1500.

The above-referenced payments will only be made if the bargaining unit member continues to not be enrolled in a Town-sponsored health insurance plan. Proof of alternative insurance coverage will be required.

23.9 Insurance Advisory Committee: The Bargaining Unit and the Town agree to maintain an active IAC. Pursuant to M.G.L. c. 32B, Section 3, the IAC will consist of 8 members; 7 current employees representing the four Town labor unions chosen by the bargaining units and one retiree appointed by the Board of Selectmen. The members of the bargaining unit assigned to the IAC commit to meeting quarterly at a minimum. Additional meetings may be scheduled as mutually agreed. The IAC will keep abreast of health insurance options and issues and will continually explore avenues that provide attractive insurance plans at the lowest possible cost.

ARTICLE 24 BULLETIN BOARDS

24.1 Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

ARTICLE 25 NOTICES

25.1 Except as otherwise stated in this Agreement, all notices by one party to the other hereunder shall be in writing, addressed and mailed or delivered as follows:

Notices to Employer

Notices to Union

Chair, Board of Selectmen
Town Hall
Manchester-by-the-Sea, MA 01944

To such address as may from
time to time be designated
by the Union by a notice

ARTICLE 26

ACCESS TO PREMISES

26.1 The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93, and/or Local 687 to enter the premises at any time for individual discussion of working conditions with employees who are subject to this Agreement, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, and provided advance notice is given to the Department Head of each such employee.

ARTICLE 27

PAY WHEN SENT HOME

27.1 In the event an employee reports to his or her place of work at the regularly scheduled time and is sent home for lack of work, he or she shall be paid for four (4) hours at the rate at which he or she would be entitled for the shift.

ARTICLE 28

EFFECTIVE DATE/TERMINATION DATE

28.1 This Agreement shall have an effective date of July 1, 2017 and shall expire on June 30, 2020.

28.2 It is agreed that the parties with proper notice shall meet on or about February 1, 2020, to confer on a new agreement to take effect on the termination of this Agreement or to discuss any proposed changes or amendments.

28.3 It is further agreed, that the substance of the proposed changes or amendments be made known to either party prior to the predetermined conference date of February 1, 2020.

28.4 This does not prevent either party from modifying or extending the changes during the course of negotiations.

28.5 If negotiations for a new Agreement shall continue beyond June 30, 2020, this Agreement shall continue in force and effect after June 30, 2020, during such negotiations, provided, however, that at any time after July 1, 2020, either party may give written notice to the other of the termination of the provisions of this paragraph no earlier than sixty (60) days subsequent to such notice.

ARTICLE 29

JOB SAFETY

29.1 The Employer agrees to establish a Safety Committee with five (5) members to meet periodically to review work areas, identify job hazards, and to establish safe work

practices. This committee shall be composed of two (2) members nominated by the Union, two (2) members representing management and a fifth member appointed (preferably a member of the Fire Department) all to be appointed by the Board of Selectmen. The committee members shall elect a chairperson and shall maintain records of its actions.

29.2 The Employer shall provide a uniformed police officer for the control of traffic during periods of work on the streets listed below where one lane is completely obstructed by equipment setting curbs, removing snow or when painting center lines. This shall also apply to the painting of crosswalks by Sweeney Park, Summer Street, and the Old Corner Inn, Bridge Street. The streets where the services of a uniformed police officer will be provided are as follows: Pine, School, Lincoln, Central, Union, Washington, Beach (to RR crossing), and Raymond.

ARTICLE 30 MANAGEMENT RIGHTS

30.1 Without limiting the generality of management rights which are inherently vested exclusively in the Employer, the following rights, functions, and prerogatives shall in any event be deemed to be vested exclusively in the Employer, except to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement (and no such right, function or prerogative shall be deemed waived or modified unless the waiver or modification is in writing and signed by the Employer and the union): the right to direct the working forces, the right to require reasonable standards of performance, to maintain order and discipline, and to promote efficiency, the determination of methods and procedures, the assignment of work, the scheduling of hours, the right to hire, suspend, transfer, promote, demote, discharge, or otherwise discipline employees "for just cause", the right to lay off employees for lack of work or for other reasons and to recall employees, the right to require overtime work, and the right to promulgate and enforce all reasonable measures, and other matters.

ARTICLE 31 NO STRIKE

31.1 The Union agrees that there will be no strikes, walkouts, stoppages of work, sit-down, or slowdown, or any other direct or indirect interferences with the Employer's operations during the life of this Agreement.

31.2 The Union agrees that, in the event of any violations of Section 1 above, the Union will immediately order that such violation cease and that work be fully resumed. No grievance or other dispute shall be taken up for discussion and settlement by the parties until all such violations have ended.

31.3 The Employer may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of Section 1 above. Such action by the Employer shall not be subject to the grievance and arbitration provisions of this Agreement except as to the question of whether or not the employees who were disciplined in fact participated in, encouraged, or were responsible for such violation.

ARTICLE 32
EFFECT OF AGREEMENT

32.1 This instrument constitutes the entire Agreement of the Employer and the Union arrived at as a result of collective bargaining negotiations. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

32.2 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

32.3 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all terms and conditions of this Agreement.

32.4 No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

ARTICLE 33
LEGISLATION

33.1 Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation, Federal or State, or should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement

ARTICLE 34
MISCELLANEOUS PROVISIONS

34.1 CDL Drug Testing Policy. The Town and Union will finalize and implement a CDL Drug Testing Policy by January 1, 2003.

34.2 Accrual of Leaves. Notwithstanding any other provision of this Agreement, vacation and sick leave accrual shall cease for any employee who is in a no-pay status, or for any employee who has been continuously absent from work in excess of 120 calendar days.

34.3 Performance Evaluation. The parties agree to implement a formal performance

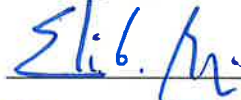


evaluation process, such evaluations to be used by the Department or the Appointing Authority in reviewing employee performance and future personnel determinations. The Town will prepare the evaluation language and finalize with the Union.

34.4 FMLA/SNLA. The Town shall have the right to adopt regulations and procedures for the implementation of state and federal statutes governing family and medical leave, provided such regulations and procedures do not violate the language of such statutes.

34.5 The Town and the Union agree to undertake a review/rewrite of all job descriptions which may lead to reclassifying certain positions if warranted. The goal is to complete this task by July 1, 2014.

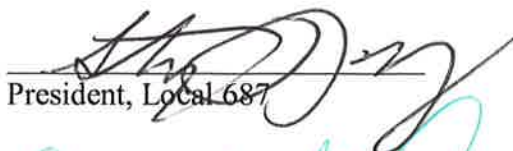

IN WITNESS WHEREOF, the parties have executed this Agreement on this date stated on the first page hereof.

**TOWN OF MANCHESTER-BY-THE-SEA
BY ITS BOARD OF SELECTMEN**



**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 687**


President, Local 687

Representative, Council 93

CLASSIFICATION AND WAGE PLAN

DPW Position Classification Proposal		BASE		
Grade	Class Title	Steps		
Unit A		I	II	III
W-2	Skilled Laborer	\$21.49	\$22.37	\$23.25
W-4	Water Division Secondary Operator	\$22.53	\$23.89	\$24.71
	Assistant Treatment Plant Operator	plus \$2800/year stipend		
	Equipment Operator			
	Buildings and Grounds Coordinator			
	Asst Operations Foreman	plus \$2800/year stipend		
W-5	Mechanic	\$24.71	\$25.96	\$28.28
W - 6	Operations Foreman	\$30.86	\$32.13	\$33.51
	Asst Water Plant Oper/Prim Dist Oper			
W - 7	Chief Treatment Plant Operator	\$31.38	\$32.66	\$34.00

	FY 2018	I	II	III
W-2	Skilled Laborer	\$22.03	\$22.93	\$23.83
W-4	Water Division Secondary Operator	\$23.09	\$24.49	\$25.33
	Assistant Treatment Plant Operator	plus \$2800/year stipend		
	Equipment Operator			
	Buildings and Grounds Coordinator			
	Asst Operations Foreman	plus \$2800/year stipend		
W-5	Mechanic	\$25.33	\$26.61	\$28.99
W-6	Operations Foreman	\$31.63	\$32.93	\$34.35
	Asst Water Plant Oper/Prim Dist Oper			
W-7	Chief Treatment Plant Operator	\$32.16	\$33.48	\$34.85

	FY 2019	I	II	III
W-2	Skilled Laborer	\$22.58	\$23.50	\$24.43
W-4	Water Division Secondary Operator	\$23.67	\$25.10	\$25.96
	Assistant Treatment Plant Operator	plus \$2800/year stipend		
	Equipment Operator			
	Buildings and Grounds Coordinator			
	Asst Operations Foreman	plus \$2800/year stipend		
W-5	Mechanic	\$25.96	\$27.27	\$29.71
W-6	Operations Foreman	\$32.42	\$33.76	\$35.21
	Asst Water Plant Oper/Prim Dist Oper			
W-7	Chief Treatment Plant Operator	\$32.97	\$34.31	\$35.72

	<u>FY 2020</u>	I	II	III
W-2	<u>Skilled Laborer</u>	\$23.14	\$24.09	\$25.04
W-4	<u>Water Division Secondary Operator</u>	\$24.26	\$25.73	\$26.61
	<u>Assistant Treatment Plant Operator</u>	plus \$2800/year stipend		
	<u>Equipment Operator</u>			
	<u>Buildings and Grounds Coordinator</u>			
	<u>Asst Operations Foreman</u>	plus \$2800/year stipend		
W-5	<u>Mechanic</u>	\$26.61	\$27.96	\$30.45
W-6	<u>Operations Foreman</u>	\$33.23	\$34.60	\$36.09
	<u>Asst Water Plant Oper/Prim Dist Oper</u>			
W-7	<u>Chief Treatment Plant Operator</u>	\$33.79	\$35.17	\$36.61

