AGREEMENT

BETWEEN

TOWN OF NANTUCKET AND COUNTY OF NANTUCKET,

MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

in behalf of

NANTUCKET PUBLIC EMPLOYEES' LOCAL UNION

UNIT MCR-4349 AND 4348

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

JULY 1, 2008 - JUNE 30, 2009

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AGREEMENT

AGREEMENT entered into this ____th day of _____ 20____, by and between the Town and County of Nantucket, Massachusetts, acting through its Board of Selectmen and County Commissioners, respectively (hereinafter referred to alternately as the "Employer" or "Town") and the Laborers' International Union of North America, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 1 – PREAMBLE

The intent and purpose of this Agreement is to set forth wages, hours, and other terms and conditions of employment for Employees in the bargaining unit represented by the Union and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted services to the citizens of the Town and County of Nantucket.

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the-Union as the exclusive representative of the following two bargaining units:

Unit A: All full-time and regular part-time Employees set forth in the certification MCR-4348, but excluding all other Employees of the Town and County.

Unit B: All full-time and regular part-time Employees set forth in the certification MCR-4349, but excluding all other Employees of the Town and County.

ARTICLE 3 – EMPLOYEE DEFINITIONS

3.1 Regular Full Time Employees:
Individuals who are regularly scheduled to work more than 34 hours per week and who maintain continuous, regular employment status. Full time Employees are eligible for all Employee benefits. All benefits provided by the Agreement are prorated according to the number of hours worked.

3.2 Regular Part Time Employees:
Individuals who are regularly scheduled to work 20 to 34 hours per week. Part-time Employees who are regularly scheduled to work 20 hours or more will receive health benefits. Vacation time, sick time, and holiday time on a pro-rata basis.

3.3 Temporary Employees:
Individuals who are scheduled to work emergency appointments with a maximum of thirty (30) work days. Said individuals shall be placed at the lowest pay classification in the assigned Department.

3.4 Probationary Employee:
All individuals shall be considered probationary Employees for the first 120 days of employment.

3.5 Promotional Training period:
Individuals who are promoted shall serve a 30 day probationary period in the new title. If the promoted individual is removed from the promoted position within the 30 day probationary period, he/she shall be returned to his/her previous title.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 By virtue of this working Agreement, the Town has not surrendered any of its managerial rights to determine and prescribe the methods and means by which its operation of the Town shall be conducted. It may establish departmental rules and procedures, schedule the work in a manner to achieve efficiency and consideration to the taxpayer's expense; and, subject to the restrictions of this Agreement, discharge and discipline for cause; determine work schedules; and establish methods and processes by which work is to be performed, providing such action is not in direct conflict with the provisions of this Agreement.

4.2 The foregoing enumeration of certain rights under this Article shall not limit the managerial rights of the Town or any rights not enumerated herein, providing such rights are not in direct conflict with the provisions of this Agreement.

ARTICLE 5 – UNION SECURITY AND CHECKOFF

5.1 Payroll Deduction of Agency Service Fee: Pursuant to General Law Chapter 150E, Sec. 12 it shall be a condition of employment that on or after the thirtieth (30^{th}) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an Agency Service Fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The Agency Service Fee shall, as provided below, be deducted each pay period and shall be equal in amount to the sum set from time to time by the Union as their regular dues.

5.2 If an Employee submits to the Town Treasurer a uniform authorization form requesting that monthly dues be deducted from his/her first pay check each month, the Town Treasurer will on the next month begin to deduct Union dues from said Employee's payroll check. No authorization shall be allowed for payment of initiation fees, assessments, or fines.

5.3 All authorizations by any Employee must be in uniform form, supplied by the Union and

signed by the Employee from whose wages such Union dues will be deducted. Such authorization shall remain in effect until revoked by the Employee, and shall be irrevocable for a period of one year from the date the authorization is signed, or until the termination of this collective bargaining Agreement, whichever occurs sooner. Revocation must be by written notice given by the Employee to the Town Treasurer, with a copy to the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of such time. If no such notice is given by the Employee, the Employee further agrees that the authorization and assignment first submitted shall be automatically renewed and be irrevocable for successive periods of one year thereafter, or until the termination of the Agreement, whichever occurs sooner.

5.4 The Union shall keep the Town Treasurer updated as to the name of its authorized representative and the address to which the Union dues collections shall be sent. Such notification must be in writing and duly signed by the authorized Union representative.

5.5 No dues shall be deducted from any Employee who is on authorized leave if said Employee is not on the payroll during the week in which the deduction is to be made, or when the dues exceed the pay check.

5.6 The Employer assumes no responsibility for the consequences of any Employee's failure to authorize dues deductions; the only responsibility of the Employer will be to see that the deduction is made in accordance with the authorized uniform check off request, duly signed by the Employee and the mailing of such deducted moneys to the designated Union representative. Neither the Employer, nor any of its officers, agents or Employees shall in any way be held liable or responsible for any loss resulting from acts of said Union or its officers or agents.

5.7 The Employer shall not remove any Employee from employment because of failure to pay Union dues or agency service fee.

5.8 The Union agrees to and will indemnify, defend, hold and save the Employer blameless against any and all claims, demands, suits, or other form of liability, including attorneys fees, instituted against the Employer or its personnel on account of payroll deductions under this Article.

ARTICLE 6 – UNION BUSINESS

6.1 The members of the bargaining unit in the employ of the Employer may select from the Employees covered by this Agreement, one (1) Steward and one (1) Assistant Steward. The Union shall provide the Employer with a written designation of the stewards. The activities of the stewards shall not interfere with their work for the Employer and they shall obtain permission

of the Town and County Manager or his/her designee to leave on Union business. Joint Labor-Management meetings called at a time agreed by both parties will not result in a loss of pay on the part of the Employees requested to attend the meeting.

6.2 The Employer shall provide a reasonable amount of space on its bulletin boards for the posting of Union bulletins, but use of such bulletin boards shall be restricted to the following purposes:

(a) Notice of recreational and social activities; (b) Notice of elections and results; (c) Notice of appointments of Union representatives, and (d) Notice of meetings.

6.3 Upon prior approval of the Town and County Manager or his/her designee, a Union staff representative shall be permitted access to the Employer's main offices for the purpose of conducting Union business related to the Employer, provided that the representative does not interfere with the operations of the Employer or the performance of work by the Employee.

6.4 Two Union Delegates shall be allowed to attend LIUNA convention once every five (5) years without loss of pay, for a maximum of 5 days.

ARTICLE 7 – DISCRIMINATION

7.1 In the administration of this Agreement, neither the Employer nor the Union shall discriminate against any Employee because of that Employee's race, color, sex, religion, national origin, sexual orientation, age, political or union membership, or against qualified individuals with a disability.

7.2 **Interpretation**: This Article shall be interpreted in accordance with applicable federal and state law.

7.3 **Reasonable Accommodation**: In the administration of this Agreement, the Employer and the Union will provide reasonable accommodations to qualified Employees with a disability and to Employees based upon their religion tenets. The need for and extent of such accommodations shall be determined by the Employer in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may be in conflict with another provision of this Agreement.

7.4 **Waiver of Contractual Rights**: If an Employee claiming a violation of this article elects to proceed to an administrative agency or to court during the pendency of the grievance, the grievance will be considered to have been withdrawn.

ARTICLE 8 – SEVERABILITY

8.1 If any provision of this Agreement is held invalid, by a Court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force.

ARTICLE 9 – NO STRIKE OR LOCKOUT

9.1 There shall be no strike or lockout during the term of this Agreement. The Union recognizes that it does not have the right to strike against the Town or to assist or participate in any such strike or impose a duty or obligation to conduct assist, or participate in any strike.

9.2 No Employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of service. The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

9.3 Should any Employee or group of Employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection herewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such Employee or group of Employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURES

10.1 Only matters involving the meaning of the written provisions of this Agreement shall be the subject of a grievance under this Article.

10.2 Grievances shall be processed as follows:

Step 1. The grievant shall file the grievance in writing with the Employee's supervisor within five working days after the action which serves as the basis for the grievance.

The Employee's supervisor will investigate the complaint to determine its validity and shall respond in writing within five working days. A failure to respond in writing within five working days shall be deemed an unsatisfactory answer.

Step 2. If the grievance remains unsettled, it should be submitted along with the supervisor's response and any pertinent documents to the Town and County Manager within five

working days. No grievance shall be presented at Step 2 more than ten (10) working days after the facts upon which it is based occurred.

The Town and County Manager will issue a written decision determining the validity of the complaint within ten (10) working days after its receipt and may take such action as he/she thinks appropriate, including, if necessary, developing a plan to remedy the problems complained of.

Step 3. If the grievance remains unsettled, a response and all pertinent documents attached with a letter should be submitted to the Board of Selectmen within five working days of the response of the Town and County Manager.

The Board of Selectmen will issue a written decision determining the validity of the grievance within fifteen (15) days after its receipt and may take such action as it thinks appropriate, including if necessary, developing a plan to remedy the problem(s) grieved.

A failure to respond in writing shall be deemed to be an unsatisfactory answer, and the Union may proceed to arbitration in accordance with Arbitration pursuant to 10.5 of this Agreement.

10.3 The time limits herein provided shall be strictly adhered to, provided that the parties may in writing agree to an extension thereof at any Step. If a grievance is not taken to the next Step of the grievance procedure following an unsatisfactory answer in the previous Step, or if a grievance is not submitted within the time limit provided at each Step, it shall be deemed to have been resolved on the basis of the answer last given.

10.4 Discharge cases may, upon mutual agreement, be initiated at Step 3 of the grievance procedure.

10.5 ARBITRATION:

10.5.1 Should a grievance not be resolved in the grievance procedure, the Union may submit the grievance for arbitration no later than 30 calendar days following the Employer's response or failure to respond in the last Step of the grievance procedure. Only the Union and the Employer may submit grievances to arbitration. In the case of an Employer grievance, it shall be initiated at Step 3 of the grievance procedure. The Arbitrator shall have no jurisdiction to hear or decide any grievance not submitted within the time limits herein provided.

10.5.2 The submission to Arbitration by either party shall be written notice to the other and shall have attached thereto the written grievance.

10.5.3 If the parties' representatives cannot mutually agree on an Arbitrator within ten (10) working days after the notice to arbitrate, the grieving party may request a panel of arbitrators from the American Arbitration Association, from which the Arbitrator will be selected under the selection procedures then in force at the Association.

10.5.4 Each side shall bear its own expenses of arbitration except that the fees and expenses of the Arbitrator shall be borne equally.

10.5.5 The Arbitrator shall have no power to add to, or subtract from, or alter or amend any provision of this Agreement.

10.5.6 Issues subject to any other statutory right of appeal shall not be the subject of grievance or arbitration under this Agreement.

ARTICLE 11 – STABILITY OF AGREEMENT

11.1 No Agreement, understanding, alteration or variation of the terms or provisions of the Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

11.2 The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE 12 – SENIORITY AND PROMOTION

12.1 **Definition:** Except as may be otherwise specified in this Agreement, seniority shall be defined as length of continuous service with the Employer. Seniority shall be acquired by a full-time Employee after completion of the one hundred and twenty (120) day initial training period, at which time seniority shall be retroactive to the first day of employment.

12.2 **Accumulation:** Seniority shall accumulate during absence because of illness, vacation or other authorized leave or layoff for not more than twelve (12) months. Employees who are absent from the service of the Employer for up to twelve (12) months due to a workers' compensation injury shall accumulate seniority.

12.3 **Break in Seniority:** Seniority shall be broken when an Employee: (a) terminates voluntarily, (b) is discharged, (c) exceeds an authorized leave-of absence, (d) is laid off for a

period in excess of twelve (12) months, or (e) is absent for a period exceeding twelve (12) months due to a workers' compensation injury.

12.4 **Posting Seniority List:** The Town shall furnish the Union with a copy of the seniority list, maintain it and post it for all Employees covered by this Agreement, showing name, position and date of entering service. It will be posted promptly on appropriate bulletin boards accessible to all Employees affected. The roster will be revised and posted in January of each year and will be open to protest and correction for a period of thirty (30) days, and upon proof of error presented by an Employee or his/her representative, such error will be corrected.

12.5 **Promotional Vacancies**: The Employer shall determine whether a promotional vacancy exists and is to be filled. Promotional selections shall be subject to the grievance and arbitration procedure. All members of the Bargaining Unit shall be given the opportunity to bid on vacant positions. In all applications of seniority under this Agreement, the ability of the Employees shall mean the qualifications and ability of an Employee to perform the required work. Where qualifications and ability are equal, seniority shall be the determining factor.

ARTICLE 13 – LAYOFFS AND RECALL

13.1 The Employer, in its discretion, shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary in a particular classification, Employees will be laid off in the following order:

13.1.1 Temporary Employees;

13.1.2 Part-time Employees;

13.1.3 Probationary period Employees, and

13.1.4 In the event of further reductions in force, Employees will be laid off from the affected classification in accordance with their ability to perform the remaining work available without further training. When two or more Employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the Employee(s) with the least seniority will be laid off first.

13.2 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, Employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

13.3 Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the Employee by certified or registered mail with a copy to the Union, provided that the Employee must notify the Employer of his/her intention to

return within three (3) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail or return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his/her latest mailing address.

ARTICLE 14 – WAGES

14.1 Wages paid to Employees in the classification covered by this Agreement shall be as summarized in Appendix B.

14.2 **Higher Classification Pay**: An Employee required by his/her supervisor to perform the duties of a higher classification shall be paid the higher rate. To qualify for said assignment the Employee must assume and perform all duties of the higher classified position, after five (5) continuous days, not to include vacation.

14.2.1 Division of Wages: Where it is anticipated that a position will be vacant for 30 days or more due to illness, leave or inability to hire qualified candidates, the duties of the position may be assigned to other employees with compensation prorated to those employees performing said duties. Any agreement to compensate said employees shall be approved by the Town and County Manager prior to any increase of wage.

14.3 **New Hire Policy:** It shall be the policy of the Town that any Employee hired after July 1, 1998 shall be compensated in accordance with the "Start" or Step 1 column of the "Salary Schedule" attached hereto as Appendix B. The Town may compensate at "12 months" (Step 2) or "24 months" (Step 3) due to a combination of the following criteria: (1) Prior experience beyond any posted or required minimum qualification, that is directly related to the job duties the new Employee is expected to perform, (2) An advance degree or certification directly related to said duties and (3) Unavailability or lack of a comparable candidate for employment. The above criteria shall be documented by the Town and agreed upon by mutual consent.

14.3.1 **Vacancy Postings**: A hiring wage range, pursuant to Article 14.3 shall be included in all job vacancy postings.

14.4 **Longevity Pay:** Employees shall be paid, in addition to his/her compensation, the following annual increments for longevity service:

LENGTH OF SERVICE	AMOUNT
Five (5) years of service but less than ten (10) years of service	2% of base wages.
Ten (10) years of service but less	

than fifteen (15) years of service ..... 3% of base wages.

Fifteen (15) years of service but less
than twenty (20) years of service ..... 4% of base wages.

Twenty years of service or more..... capped at 5% of base wages earned in 20th year of service.

14.4.1 Longevity pay will be paid in December of each year.

14.5 There will be no pro-rating of longevity compensation in the year in which an Employee first becomes eligible for such compensation, or in those years in which an Employee becomes eligible for additional compensation, and there will be no pro-rating of longevity compensation upon retirement. In the event of an Employee's death, payment of longevity compensation due shall be made to his/her beneficiary designated in writing, on file with the Retirement Board or, in the absence thereof, to his/her estate. In the event of termination of employment by retirement or death, the amount of longevity compensation due will be paid at the time of retirement or death.

ARTICLE 15 – SALARY ADJUSTMENTS FOR TRANSFERS AND PROMOTION

15.1 When an Employee is promoted to a job with a higher rate of pay, he/she shall enter it at the rate which assures him at least 5% increase in salary. However, he/she shall not exceed the maximum rate for the job.

15.2 An Employee may transfer to another position within any of the Local 1060 Bargaining Units. In the event that an Employee transfers to a position of equivalent classification on the "Salary Schedule" said Employee will be placed in the same salary or, upon the recommendation of the hiring Department Head, may be granted a salary increase of one Step (see Appendix B).

15.3 An Employee who transfers to another position of a lower classification on the "Salary Schedule" shall be placed in the "Step" that provides no reduction in compensation. The exception to the above shall occur when said Employee's current compensation exceeds that of the lower classified job. In this instance, the Employee shall be compensated at a rate that does not exceed the maximum step (currently "84 months" or Step 8) of the "Salary Schedule."

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.1 The normal workweek shall be forty (40) hours, Monday through Sunday, for all employees designated as Regular Employees. Work schedules during the forty (40) hour

workweek for Regular Full Time Employees may be designated as thirty-five (35) hours, thirty-seven and one-half (37.5) hours, or forty (40) hours. Employees are provided with an unpaid lunch period (either one (1) hour or one-half (1/2) hour unless prior approval or a different lunch period has been given by the Supervisor). Employees are expected to take their lunch period between the hours of 11:00 a.m. and 1:00 p.m. Eligibility for Employees to accrue compensatory time and overtime shall be determined consistent with the Federal Fair Labor Standard Act's requirements. Setting forth this normal workweek is not a guarantee of hours to be worked, or pay to be achieved if curtailment of the workweek is made by the Town.

16.2 Exempt Employees: Employees in positions exempted from the Federal Fair Labor Standards Act who actually work more than thirty-seven and one-half (37.5) hours during any normal work week (Monday through Sunday) will be compensated with compensatory straight time off up to a maximum of forty-eight (48) hours. Compensatory straight time accrual and use requires prior approval of the appropriate Department Head. If employees aren't able to use their accrued compensatory time, then any hours over forty-eight (48) must be paid at the straight time rate in the payroll following accrual of such compensatory time.

16.3 Non-Exempt Employees: For all employees classified as "non-exempt" under the federal and state wage and hour laws, all hours actually worked more than forty (40) hours during any normal work week (Monday through Sunday) will be compensated at the rate of time and one-half (1.5) the employee's regular straight time rate of pay. Overtime work must receive prior approval of the appropriate Department Head. Eligibility for non-exempt employees to receive overtime pay shall be determined consistent with the Federal Fair Labor Standard Act's requirements.

> **16.3.1 Non-Exempt Employees Agreement for Our Island Home Staff:** The following non-exempt employees at our Island Home: Susan Balester, Erika Kieffer, Joanne McGarry, Sara Jones, John Hayes, Hugh MacVicar, Wendy Garrabrant and Laure Fiske will earn compensatory hours in lieu of overtime pay at the rate of one and one half hours for all hours actually worked more than forty (40) hours during any normal work week (Monday through Sunday) up to a cap of 40 compensatory hours. Compensatory hours of work must receive prior approval of the appropriate Department Head. Eligibility for these employees to receive compensatory time shall be determined consistent with the Federal Fair Labor Standards Act's requirements." With agreement by both the Town and the Union Section 16.3.1 may remain in effect beyond midnight on July 1, 2010.

16.4 Part-Time Employees: For any employee who has a work schedule of thirty-four (34) hours or less per week and that employee is approved to work more than his/her regularly scheduled work hours, that employee will receive regular straight time pay up to and including forty (40) hours. All hours actually worked more than forty (40) hours during any normal work

week (Monday through Sunday) will be compensated at the rate of time and one-half (1.5) the employee's regular straight time rate of pay.

16.5 For all Employees classified as "Non-exempt" under federal and state wage and hour laws, all hours worked in excess of the regular scheduled work week in any one week shall be compensated at the rate of time and one-half (1½) the Employee's regular straight time hourly rate of pay. The Employer may require the performance of overtime.

16.6 All "Non-exempt," Regular Full-Time Employees who have completed their normal workday and who are called back into work from home and outside of their regular hours by the Employer shall be paid a minimum of two (2) hours pay at time and one-half rate. There shall he no duplication or pyramiding of overtime provisions whatsoever.

16.6.1 "Regular hours" as used in this section, shall consist of the required time to be spent maintaining office hours open to or serving the public and attending regularly scheduled meetings or duties which may customarily be held in the evening, provided that said meetings or duties are part of a normal schedule (i.e. First Monday of every month or, part of a recognized shift) and are part of the required and defined duties of the Employee's job description. Not withstanding the above, this call back provision shall apply to any meeting of sub-committees, "emergency" meetings or duties, continued meetings, and any meeting or duty not scheduled at least one week in advance.

16.6.2 In no event shall the Employee be required to work in excess of a standard workweek of thirty-five (35) hours. The Department Head and Employee are encouraged to cooperatively develop appropriate schedules to compensate for call-back hours. Compensatory time, equivalent to the call-back requirement, may be granted by the Department Head.

16.7 A Regular part-time Employee who has completed a regular scheduled workday, and who is thereafter recalled back into work by the Town on the same workday shall receive the minimum call-back hours as set forth above.

16.8 All overtime must be authorized in advance by the Department Head.

16.9 The Employer shall make best efforts to equalize overtime among qualified Employees within job categories.

16.10 Exempted Employees working over 37.5 hours will be compensated with compensatory time, with a cap of 48 hours accrued compensatory time.

ARTICLE 17 – HOLIDAYS

17.1 All permanent full time and permanent part time Employees shall receive one day at straight time pay for the following legal holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veteran's Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Additionally, either the day before/after Thanksgiving, or the day before/after Christmas, subject to Department Head approval, may be taken as a floating holiday.

17.2 These aforesaid holidays shall be guaranteed whether or not they fall on or are observed on a regularly scheduled workday. It will be hereafter understood that days officially substituted or observed by the Commonwealth of Massachusetts in place of actual holidays, such as Presidents' Day, Memorial Day, Columbus Day, and Veteran's Day, shall be likewise observed by the Town Employees. Holidays falling on Sunday are celebrated the following Monday. Holidays falling on Saturday are celebrated the proceeding Friday.

17.3 To be eligible for such holiday pay, any Employee shall have worked on the day proceeding the holiday and have worked on the following day, unless on authorized leave.

17.4 If required to work on a holiday, Employees shall receive time and one/half the regular rate, in addition to holiday pay.

17.5 If a holiday occurs during vacation leave, an alternate day may be taken.

17.6 If the state approves any additional State holidays, which is then recognized by the Employer for other Town Employees, said holiday(s) shall be incorporated into this Agreement as if written.

ARTICLE 18 – VACATION LEAVE

18.1 Vacation shall be as follows:

Vacation leave earned shall be computed from the date of employment with the Town. However, an Employee shall not be entitled to vacation leave until the completion of the first six months of service.

18.2 All permanent employees shall be entitled to vacation each year on the following basis:

Length of Service	**Vacation Allowance**
Date of hire, but less than 6 months	0 work days
After 6 months, but less than 1 year	5 work days plus .833 days accrued per month
After 1 year, but less than 5 years	10 work days at .833 per month
After 5 years, but less than 10 years	15 work days at 1.25 per month
After 10 years, but less than 20 years	20 work days at 1.67 per month
After 20 years	25 work days at 2.08 days per month

18.3 Permanent (part-time) Employees shall receive vacation pay on a pro rated basis, based on the number of hours scheduled each workweek.

18.4 Vacations shall be granted by the Department Head at such time as in his/her opinion will cause the least interference with the performance of his/her regular work of the Department. Vacations shall not be accumulated from one year to the next, but must be taken in the anniversary year in which they are due. Any balance will be carried over, upon request, for a period of 6 months, upon approval of Department Head.

18.5 So far as practical, first choice of vacation dates shall be on the basis of length of employment with the Town.

18.6 When an Employee leaves the employ of the Town, he/she shall be paid for all unused vacation accrued to the last day worked. In the event of the death of an Employee, any accumulated vacation pay shall be paid to his or her estate.

18.7 In unusual situations, absences due to personal reasons, or illness in excess of the amount authorized by the sick leave plan, may be charged to vacation leave.

ARTICLE 19 – SICK LEAVE

Sick leave with pay shall be credited as follows:

19.1 All Regular Full-Time Employees shall accumulate sick leave entitlement at the rate of one and one-quarter days for each month worked. All regular Part-Time Employees shall receive sick leave on a proportionate basis.

19.2 In the event the earned sick leave is not used in any particular year, the unused portion shall be allowed to accumulate to a maximum of one hundred fifty (150) days. Only regular

working days of the Regular Full-Time Employees and Regular Part-Time Employees shall be counted in computing sick leave.

19.3 Sick leave shall be paid on the basis of the Regular Full-Time or Regular Part-Time Employee's regular straight time hourly rate of pay at the time sick leave is taken.

19.4 Employees entitled to sick leave who leave work due to illness after the start of their shift shall be compensated for time not worked on that shift out of their accrued sick leave, if any, and their sick leave entitlement shall be reduced accordingly.

19.5 If required by the Town, a physician's certificate of illness shall be submitted by the Employee after three (3) days of absence before leave will be granted under the provisions of this section. Further, it is mandatory that a physician's certificate of illness be provided by the Employee on the thirtieth (30^{th}) day of a continuous sickness or disabling injury.

19.6 The Town will have the right to require a medical examination of an Employee who reports inability to report for duty because of illness or injury. This examination shall be at the expense of the Town by a physician appointed by the Town.

19.7 Sick leave shall be payable only in cases of bona fide illness, illness in the immediate family, or non-work connected accident. Sick leave may be used for off island travel for medical reasons including doctors appointments, x-ray and lab work.

19.8 An Employee may receive an additional sick leave of up to sixty (60) days per fiscal year for catastrophic illness, subject to the approval by the Employer. The grant or denial of such catastrophic illness leave shall be at the sole discretion of the Employer and not subject to the grievance or arbitration provisions of this Agreement. All sick leave must be depleted before catastrophic illness pay is granted. A minimum of one years' continuous service is required. The Employer may take into account past absences and the length of an Employee's service.

An Employee may use any accrued vacation, sick leave and/or personal time to receive pay while on sick leave in excess of sick time accrued. Health and basic life insurance coverage will continue if employee desires and arranges for payment of the Employee's portion of their premium.

19.9 Sick Leave Bank: In the event of extended illness, an additional source of aid shall be provided by means of a general sick leave bank to provide for additional days beyond the

accumulated sick leave benefits.

19.9.1 The sick leave bank will acquire its assets by the voluntary donation of sick leave days from any other Employees, including days accrued in excess of 150.

19.9.2 The Sick Bank Committee will govern and award of sick leave from the sick leave bank. The committee shall consist of two members from the Union, the Personnel Officer and one other representative from the Town.

19.10 Sick Day Buyback: The Employer will compensate the Employee for 50% of accrued sick time upon resignation and/or retirement, provided the Employee has a minimum of ten years of service. Upon retirement an Employee may donate up to twenty-five percent of his/her accrued sick leave to the sick leave bank.

ARTICLE 20 – WORKMEN'S COMPENSATION

20.1 The Employer shall provide workers' compensation insurance for all Employees covered by this Agreement.

20.2 Eligibility:

20.2.1 An Employee who sustains a work-related injury shall provide the Employer as soon as possible after the industrial accident with a complete and detailed description of the industrial accident and his/her injury or physical complaints, and shall identify all persons who were involved in the accident and/or witnessed its occurrence.

20.2.2 An Employee who sustains a work-related injury shall be required to obtain an initial diagnosis in connection therewith from a provider of medical treatment designated by the Employer except in an emergency. In such event, the Employee must obtain a diagnosis from such provider as soon as possible.

20.2.3 An Employee who sustains a work-related injury shall be required to cooperate fully with the provider of medical treatment and to comply with any treatment plan or therapy prescribed by such provider.

Further, such Employee shall be required to refrain from any activities that might jeopardize or slow his/her recovery. If an Employee is working at another job while on workers' compensation, he/she must notify the Employer in writing.

20.3 In mitigation of Workers' Compensation benefits, an Employee who sustains a work-

related injury shall be required to accept any light duty assignment or modified job that is offered by the Employer which he/she is capable of performing, as determined by a treating physician designated by the Employer.

An Employee who is assigned to a light duty assignment or modified job under this paragraph shall be compensated at the rate applicable to such job. His/her earnings shall be prorated on the basis of the number of hours worked on light duty or in a modified job, if less than full-time. The Employer will attempt to assign an Employee on light duty or in a modified job to his/her regular schedule. Such Employee shall have no right to work overtime.

20.4 Notwithstanding any other provision of this Agreement to the contrary, the Employer may post and fill any position absented by an Employee who remains on Workers' Compensation for a period exceeding twelve (12) months calendar months. The employment rights for Employees on Workers' Compensation shall be in accordance with M.G.L. chapter 152 § 75A. Employment rights for Employees who receive lump sum settlements shall be in accordance with M.G.L. chapter 152 § 48.

ARTICLE 21- BEREAVEMENT LEAVE

21.1 Bereavement Leave shall be as follows:
Employees shall be paid up to five (5) working days, at his/her regular rate of pay, for scheduled time lost due to a death of an Employee's father, mother, child, wife, husband, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law and aunt or uncle. Foster, Step and/or adopted relationships, relatives living in the household and designated partner shall be covered.

ARTICLE 22 – MILITARY, JURY DUTY AND LEAVE OF ABSENCE

22.1 **Military Duty**: Employees, who are members of the military reserves, will receive the difference between military pay and regular pay for the annual two week tour of duty in the military reserves.

22.2 **Jury Duty**: If an Employee is called to jury duty on his/her regular work days he/she shall be paid his/her regular pay, provided that the proper documentation is submitted and the Employee reports to work when not required to sit on the jury during a full day or in the event that jury service is canceled for a certain day.

22.3 **Leave of Absence**: A Leave of Absence may be granted to any Employee by the Employer. Any Employee wishing a leave of absence must notify the Employer in writing twenty-one (21) calendar days prior to the start of requested leave. The Town and County

Manager shall respond to the Employee in writing within seven (7) calendar days of the receipt of the request. It is understood by both parties that emergency conditions may preempt the normal process outlined herein.

ARTICLE 23 – FAMILY AND MEDICAL LEAVE ACT/MATERNITY or PATERNITY LEAVE

23.1 Family and Medical Leave.

23.1.1 Eligibility: An Employee may be eligible for Family and Medical and/or Maternity/Paternity Leave. Under certain circumstances, an Employee may be eligible for both Family and Medical Leave and Maternity/Paternity Leave. In such circumstances, the Employee's leave will be charged against both types of leave simultaneously. Where an Employee is eligible for both types of leave, and one type of leave provides greater benefits than the other, the Employee shall be provided such greater leave benefits to which he/she is entitled. An Employee employed by the Town for at least twelve (12) months, who has worked at least 1,250 hours during the twelve (12) month period immediately preceding a leave under this section, may take up to twelve (12) weeks for any leave, for any one or more of the following reasons:

23.1.1.1 The birth of the Employee's child, and in order to care for the newborn child;

23.1.1.2 The placement of a child with the Employee for adoption or foster care;

23.1.1.3 The need to care for the Employee's spouse, child or parent who has a serious health condition;

23.1.1.4 The Employee's own serious health condition that renders the Employee unable to perform the functions of his or her job.

23.1.2 Certification: An Employee shall provide certification from a health care provider to substantiate any leave due to the serious health condition of the Employee or the Employee's immediate family member. Failure to provide such certification will result in a denial of the leave request until the Employee provides the requested certification.

23.1.3 Notice: In order to plan for the provision of quality uninterrupted services to clients, the Employee seeking leave must notify the Employer at least thirty (30) days prior to any anticipated leave. If the need for leave is not foreseeable, the Employee must give the Town notice as soon as practicable. Failure to provide such advance notice will result in a denial of the leave request until 30 days after the notice is provided to the Town.

23.1.4 Group Health Plan Coverage: The Town will continue its contributions to group

health plan insurance for an Employee who is out on family or medical leave. The Employee must continue to pay his/her share of such premium during the leave period.

23.1.5 Use of Accrued Vacation, Personal, and Sick Time: An Employee on family or medical leave must use any accrued vacation and personal time while on such leave. An Employee on family or medical leave for the reasons set forth in above 23.1.1.1, 23.1.1.2, 23.1.1.3 may use any accrued sick time while on such leave. An Employee who is on medical leave for the reasons stated in 23.1.1.4 must use any accrued sick time while on such leave. Employees out on family or medical leave will continue to accrue vacation and sick time while on such leave.

23.1.6 Reinstatement: At the end of Family and Medical Leave an Employee shall be restored to his/her former position, if available, or to a similar position elsewhere in the Town, with the same pay, benefits and working conditions as of the date of the Employee's leave. The Employee's right to be restored is limited to what the Employee's job would have been if he/she had not taken leave. Prior to restoration, an Employee who takes a medical leave for the reasons set forth in A (l) (d) must obtain and present certification from a health care provider that the Employee is able to resume work. Failure to provide such certification will result in a denial of restoration until the Employee provides the requested certification.

23.2 Maternity or Paternity Leave:

23.2.1 Eligibility: An Employee employed by the Town for at least three (3) consecutive months on a full-time basis, may take up to eight (8) work weeks of unpaid leave for any one or for the following reasons:

23.2.1.1 The birth of the Employee's child;

23.2.1.2 The placement of a child with the Employee for adoption or foster care.

23.2.2 Use of Accrued Vacation, Personal, and Sick Time: An Employee on Maternity/Paternity leave may use any accrued vacation and personal time while on such leave. Accrued sick time may be used during the period of pregnancy-related disability.

23.2.3 Maternity/Paternity Leave to run concurrent with Family and Medical Leave Act Leave: Maternity/Paternity leave taken under this section additionally shall be charged against an Individual's Family and Medical Leave Act entitlement.

23.2.4 Notice: In order to plan for the provision of quality uninterrupted service, the Employee seeking leave must notify the Town at least two (2) weeks prior to any anticipated leave.

23.2.5 Reinstatement: At the end of a family or medical leave an Employee shall be restored in his/her former position, if available, or to a similar position elsewhere in the Town,

with the same pay, benefits and working conditions as of the date of the Employee's leave.

ARTICLE 24 – PERSONAL LEAVE

24.1 Employees covered by this Agreement shall be allowed two personal days per year.

24.2 Employees must be employed at least twelve (12) months before earning personnel leave.

24.3 Personal days must be used by the Employee's next anniversary date and may not be carried over except with the Department Head's prior written approval.

24.4 During Fiscal Year 2010 each employee is eligible for an additional ten (10) hours of personal leave if he/she has met the conditions set forth in this article. Such additional leave will be in effect for Fiscal Year 2010 only.

ARTICLE 25 – PERSONNEL FILES

25.1 Each Employee will have the access to his own personnel record in the department files, upon submitting written notice at least twenty-four (24) hours in advance to the Personnel Officer. No Department Head shall keep a Personnel File with information not provided to Personnel Officer. The Personnel Officer shall forward a copy of all documents to Employee prior to adding to the file. Employees shall have the right to include in their personnel files a written rebuttal to derogatory statements therein, and subject to M.G.L chapter 149, § 52C.

ARTICLE 26 – SAFETY

26.1 Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety procedures and rules for the protection of Employees and the public.

26.2 **Clothing Allowance**: Marine Department, Park & Recreation Department, and any other department that the Town and County Manager and Department Head concur that a Uniform, including but not limited to specific shoes and boots, is required, shall provide for a uniform allowance for three hundred dollars ($300) per Employee. The Department Head shall give prior approval to any expenditures made under this section.

26.3 **Alcohol & Drug Policy**: The Town hereby states its strong commitment to its Employees to provide a safe work place and to establish programs promoting high standards of Employee health. Consistent with the spirit and intent of this commitment the Town and the Union hereby establish this policy. The mutual goal is to establish and maintain a work environment that is free from the effects of alcohol and drug use or abuse.

26.3.1 The illegal use, sale or possession of narcotics, drugs, or controlled substances is an offense warranting discharge. Any illegal substances will be turned over to the appropriate law enforcement agency.

26.3.2 Employees who are under the influence of alcohol, narcotics, drugs or controlled substances, either on the job, or when reporting for work have the potential for interfering with their own as well as their co-workers safe and efficient job performance. Employees may be subject to administrative action up to and including termination of employment if they are found in violation of this section.

26.3.3 Illegal drugs include, among others, marijuana, heroin, hashish, cocaine, hallucinogens and/or depressants not prescribed for current personal treatment by a licensed physician.

26.3.4 Employees are expected to follow any directions of their health care provider concerning prescription medications and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of any testing or screening as to any drugs or medicine being taken.

26.3.5 During an Employee's work shift, including all breaks and meal periods an Employee, who consumes or uses, or is found to have in his/her personal possession in his/her locker or desk or other such, repository an open container of alcohol or drugs, which are not medically authorized, or as found to have used or be using such alcohol or drugs will be suspended immediately pending such further investigation. If use or possession is substantiated, disciplinary action, up to and including discharge, will be imposed.

26.3.6 Any Employee who voluntarily requests assistance in dealing with a personal drug addiction or alcohol problem may participate in the Employee Assistance Program (EAP) without jeopardizing his/her employment with the Town. If an Employee chooses to notify the Town, or requests assistance from the Town regarding an alcohol or drug related problem, that notice or request will not jeopardize his/her continued employment, provided the Employee stops any and all involvement with the substance being abused, and maintains adequate job performance. Participation in the program will not prevent disciplinary action for violation of this policy.

26.3.7 Consequences of Alcohol or Drug Misuse:

26.3.7.1 Employees who engage in prohibited alcohol or drug conduct (that is,

who test positive for alcohol or drug use) must be immediately removed from safety sensitive functions, must be evaluated by a substance abuse professional and must undergo a treatment program as defined by the professional.

26.3.7.2 Employees who wish to continue employment with the Town must be evaluated by a substance abuse professional and comply with any treatment recommendations to assist them with an alcohol or drug problem. Employees will be placed on sick leave or a leave without pay status during the treatment period, whichever is appropriate.

26.3.7.3 Employees who have been evaluated by a substance abuse professional, who comply with any recommended treatment, who have taken a return to duty test with a result less than 0.02 reading and/or a negative urine test which is subject to unannounced follow-up tests, may return to work.

26.3.7.4 Employees who have returned to work under the above conditions and who subsequently test positive for drugs or alcohol may be subject to further discipline, up to and including termination. Any action may be subject to the grievance and arbitration procedure of Article 10.

ARTICLE 27 – MEDICAL INSURANCE

27.1 Health Insurance:
The Town agrees to pay 80% of the Blue Cross-Blue Shield individual or family Master Medical Plan health insurance premium for those regular employees who are participating in said plan.

The Town agrees to also offer the Blue Care Elect Preferred Provider Plan as an alternative to the Master Medical Plan. The Town agrees to pay ninety (90%) percent of the cost of the Blue Care Elect Plan, individual or family coverage, for those regular employees who are participating in said plan.

The Town agrees that the Blue Care Elect Plan ("PPO") offered to employees will require only a twenty-five dollar ($25.00) co-pay by employees for Emergency Room visits and will provide a one year transition period from the date the PPO Plan is implemented to 1) pay the difference between in-network and out-of-network costs for any employee who, at the time the PPO Plan is implemented, is receiving treatment from a specialist provider whose services are currently covered under the Master Medical Plan but who is not covered under the PPO Plan, and 2) pay the difference between the in-network and out-of-network costs for any employee whose primary care physician is enrolled in the PPO Plan but drops out of the PPO network at any time, for a one year transition period following the date the physician drops out of the PPO network.

The Town shall continue to provide health insurance covered in accordance with the provisions of M.G.L. chapter 32B. Changes shall be made in accordance with M.G.L. chapter 32B and M.G.L. chapter 150E.

If an employee switches to the Blue Care Elect Preferred Provider Plan during the annual enrollment period, the employee will not be allowed to switch back to the Master Medical Plan after the following year's annual enrollment period.

27.2 Life Insurance: Life insurance will be offered by the Town on an optional basis.

27.3 Retirement: Weekly deductions will be made into the Barnstable Retirement Plan.

27.4 The Town shall continue the process to establish, on town wide basis for implementation a Cafeteria Plan of the type authorized by Chapter 697, Section 132 of the Acts of 1987 for the single purpose of enabling Employees to pay their share of the premium for their health insurance, voluntary dental and group life with pre-tax earnings.

27.5 Laborers' International Union' of North America, National (Industrial) Pension Fund: The Town agrees to fund a supplemental pension for Employees based upon an hourly contribution as follows:

27.5.1 $.12 (twelve cents) between 7/01/00 and 06/29/02.

27.5.2 $.24 (twenty-four cents) on 7/01/02.

ARTICLE 28 – DISCIPLINE

28.1 **Civilian Complaints**: No disciplinary action of any kind shall be taken on any complaint from a private citizen against an Employee in the bargaining unit unless the complaint is on a citizen's complaint form.

28.2 **Cause**: The employer shall have the right to discipline Employees for cause only.

28.3 **Progressive Discipline Process**: The steps in the progressive discipline process are as follows, each step to be signed off by the Employee.

28.3.1 Counseling: The supervisor will meet with the Employee to provide a prompt recognition of a problem and suggestions for correction in an effort to eliminate the need for further discipline. If counseling does not correct the problem, the supervisor is expected to continue addressing the problem through verbal warning(s), written warning(s), and, if warranted, discharge.

28.3.2 Written Warning: A formal written warning is more serious than a reprimand and may involve a more extensive corrective action plan. A formal meeting occurs between the Employee and the supervisor and written documentation specifies the behavior in question, the corrective action and any follow-up, recommended. The grievance procedure should accompany the written materials that are placed within the personnel record and given to the Employee.

28.3.3 Probation: Being placed on probation means that the Employee is no longer considered in good standing with the Town and states that if improvement is not noted, termination may occur. Similar to the previous disciplinary actions, the Employee is presented with written documentation and is given a copy of the grievance procedure. A timeline should be specified for formal review of the performance.

28.3.4 Suspension: Suspension may occur with pay or without pay depending on the circumstances of the Employee's behavior and attitude. If an investigation occurs to substantiate or disprove an allegation, the Employee is given the opportunity to present their side of the story and is entitled to review the results of the investigation. In serious cases, if the allegation is substantiated, termination may be warranted. All written material is placed within the Employee's file and a copy of the grievance procedure is given to the Employee.

28.3.5 Termination: Termination may occur at the end of other disciplinary proceedings or may occur if the actions of the Employee warrant immediate termination.

ARTICLE 29 – TUITION REIMBURSEMENT

29.1 At least one year of continuous employment is required for an Employee to be considered for tuition reimbursement, and at least two years of continuous employment is expected upon completion of the course of study.

29.2 An employee may receive reimbursement only up to the actual cost of a course per fiscal year depending on funding availability and subject to the Town Manager's approval.

29.3 In order to be reimbursed, an Employee must achieve a 3.0 GPA for Undergraduate studies; for graduate studies, a "Pass" in the event of a "Pass/Fail" grading system.

29.4 The institution where the Employee takes the course must be accredited and the course must be job-related, which is a determination to be made by the Department Head.

29.5 If any time is lost in taking the course, it must be made up by the Employee in the same or next pay period. If time is lost taking a course mandated as a condition of employment, the Employee will be paid his/her normal rate of pay for said period.

29.6 The Employee will be reimbursed for reasonable expenses (including fees, meals, lodging and transportation) incurred in mandatory professional certification while attending workshops, seminars, conferences or other professional improvement sessions with the advance approval of the supervisor or, who attend at the request of their supervisor, subject to Finance Department policy.

29.7 Employees who receive job related National or State certifications or licenses relating to and enhancing the work preformed shall receive the amount of ten dollars ($10) per week for each certification or license, added to the individual's salary, up to a maximum of three (3). To be eligible, certification or license must be continually maintained. The certification or license shall not be a minimum requirement contained in a job description

ARTICLE 30 – ETHICS

30.1 For any position included in any unit of this contract that becomes vacant after July 1, 1998, the Town shall ensure that an applicant meets applicable State requirements enforced by the State Ethics Commission, M.G.L. chapter 268.

30.2 The Union, by its President or designee, and the Town, by its Personnel Officer or Town

Manager (or designee), shall review a potential Employee's candidacy and determine whether a possible conflict of interest exists at least 30 days prior to an offer for employment. This requirement may be waived by mutual consent. In the event that the Union and the Town disagree upon a determination, the matter may be referred to the Board of Selectmen pursuant to Article 10.2, Step 3.

30.3 The Town will notify any candidate of a possible conflict of interest in writing and fully describe remedial action to be undertaken, if applicable.

30.4 The Town agrees that no offer of employment will be extended to any candidate and no candidate will begin employment unless and until any outstanding issues regarding possible conflicts of interest are satisfactorily resolved between the Town and the Union. Both parties will cooperatively, and expeditiously work to resolve questions and if either party so request, will jointly author an advisory letter to the State Ethics Commission.

ARTICLE 31 – SUCCESSORS

31.1 This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the take over, assumption or contracting out of any plant, operation, function, or part thereof.

It is agreed that a successor Employer shall continue the employment of present Employees who seek such employment and who have qualifications of positions. However, the Union shall have the right to renegotiate this Agreement or portions thereof with any successor or assign, and the Union shall also have the right to terminate the Agreement with the successor upon written notice to said successor or assign.

ARTICLE 32 – DURATION OF AGREEMENT

32.1 The provisions of this Agreement will be effective July 1, 2008 and will continue in full force and effect through June 30, 2009, and shall be automatically renewed from year to year thereafter, unless, at least four (4) months prior to the expiration date, either party notifies the other in writing by certified mail, return receipt requested, or its desire to renegotiate the Agreement.

During the course of negotiations for amendment or renewal of this Agreement, the terms and conditions herein set forth shall continue in effect until a new Agreement is reached.

ARTICLE 33 – EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 12 day of January 2011.

Town of Nantucket
by the Board of Selectmen

Massachusetts Laborers' District Council

APPENDIX A

POLICY & PROCEDURE FOR SICK LEAVE BANKLABORER'S UNION (all units)

(Applicable to employees covered by all units of Local 1060 Laborer's Union)

Policy:

The Laborer's Union Sick Leave Bank is established to provide additional sick time to be used for immediate, legitimate sick leave purposes for applicable Employees who do not have available their own accrued sick time to cover the anticipated duration of the sick leave.

The Sick Leave Bank is intended to be used for situations in which an Employee has utilized all of his/her sick time for either previous sick-related conditions or a current condition and will not/does not presently have the sick time available for a current condition.

The Sick Leave Bank is *not* intended for the use of doctor's appointments, or illnesses or conditions of a short-term nature (e.g., colds, flu, etc.).

Criteria for Eligibility for Use of Sick Leave Bank:

1. An Employee must have been employed with the Town of Nantucket for at least one (1) full year.

2. The Sick Leave Bank is for an Employee's own, personal use (i.e., not for the use of a family member).

3. Except in extraordinary circumstances, an Employee will not be considered for any more than two (2) requests for use of the Sick Leave Bank per year.

Procedure for Donations and Use of the Sick Leave Bank:

1. Donations to the Sick Leave Bank are for the Local 1060 members and may not be made for specific Employee(s).

2. Upon retirement or resignation, an Employee with at least ten (10) years of continuous service with the Town of Nantucket, may donate up to twenty-five percent (25%) of the remaining fifty percent (50%) of his/her sick leave following disbursement of the sick leave buyback.

3. Prior to retirement or resignation, and regardless of years of service with the Town of Nantucket, an Employee may donate as many days as he/she wishes to the Sick Leave Bank provided his/her days have been properly accrued.

4. Donations to the Sick Leave Bank may only be made through use of the attached form which shall not be valid unless all approval signatures are obtained on the form.

Use:

1. Use of the Sick Leave Bank may only be requested through use of the attached form.

2. All requests for use of the Sick Leave Bank must be accompanied by a report from the employee's doctor, which includes a description of the employee's condition and the anticipated duration of time that the Employee will be out of work.

3. Once the request has been submitted to the Union President, the Sick Leave Bank Committee (comprised of two members of the Union, voted by union members, the Personnel Officer and one other representative of the town) will meet within five (5) working days of the date the request was received to act upon the request.

4. If an Employee is sick and has sick time available but not enough to cover the anticipated duration of the illness, up to one-half of the unused accrued sick time may be requested from the Sick Leave Bank.

5. If the request is denied by the Sick Leave Bank Committee, it may be appealed to the Sick Leave Bank Appeals Board, comprised of the Town Manager and one other Town representative (other than a member of the Sick Leave Bank Committee), and two members of the Union Executive Board (other than the two union members of the Sick Leave Bank Committee). The decision of the Sick Leave Bank Appeals Board shall be final, binding and not subject to grievance or arbitration procedures. In the event of a tie decision by the Sick Leave Bank Appeals Board, the parties agree to appoint a neutral party to break the tie. The tie decision shall be final, binding and not subject to grievance or arbitration procedures.

The following options for utilization of the Sick Bank are available:

Options for Utilization of Sick Bank:

Option I. If an Employee is sick and has accrued sick time but not enough to cover the anticipated duration of the illness, the Employee may request additional days from the Bank of up to one-half of his/her unused accrued sick time (calculated from the beginning of this illness).

NOTE: No more than 10% of sick days available, at the time of request, will be given out under Option #I.

Option II. If an Employee is sick and has no sick time left, he/she may request sick days from the Sick Bank Committee. It is the Employee's responsibility to convince the Board that these days are deserved.

NOTE: No more than 5% of sick days available, at the time of request, will be given out under Option #II.

Option III. If an Employee has a serious/catastrophic illness or accident, he/she (or a representative) may request sick days from the sick bank.

NOTE: No more than 20% of sick days available, at the time of request, will be given out under Option #III.

6. If an Employee utilizes the Sick Leave Bank while on Family & Medical Leave, the time granted from the Bank shall be counted as part of the Family & Medical Leave.

7. The amount of time contained in the Sick Leave Bank shall be retained and maintained by the Payroll Coordinator and is subject to review at any time.

SICK LEAVE BANK REQUEST FORM

Name of Employee: _____

Employee's Start Date with Town of Nantucket: _____

Number of Sick Days Currently Accrued by Employee: _____

Number of Sick Days Requested from the Sick Leave Bank: _____

Please Describe the Nature of the Request: _____

_____

Number of Times a Sick Leave Bank Request has been made in the past 12 months: ____

_____ _____
Employee's Signature Date

_____ _____
Department Head Signature Date

****

Request is hereby: _____ Approved _____ Disapproved

If approved, conditions, if any are as follows: _____

_____

If disapproved, reason(s) for disapproval: _____

_____

_____

_____ _____
Sick Bank Committee Member Date

_____ _____
Sick Bank Committee Member Date

_____ _____
Sick Bank Committee Member Date

_____ _____
Sick Bank Committee Member Date

NOTE: A DOCTOR'S REPORT MUST ACCOMPANY ALL SICK BANK REQUESTS

REQUEST FOR APPEAL OF DENIAL FOR USE OF SICK LEAVE BANK

Name of Employee: _____

Employee's Start Date with Town of Nantucket: _____

Number of Sick Days Currently Accrued by Employee: _____

Number of Sick Days Requested from the Sick Leave Bank: _____

Reason for Disapproval: _____

_____

_____

_____
Employee's Signature

****

Appeal is hereby: _____ Approved _____ Disapproved

_____ _____
Sick Bank Committee Member Date

_____ _____
Sick Bank Committee Member Date

_____ _____
Sick Bank Committee Member Date

_____ _____
Sick Bank Committee Member Date

NOTE: DOCTOR'S REPORT AND SICK LEAVE BANK REQUEST FOR MUST ACCOMPANY THIS FORM.

SICK LEAVE BANK DONATION FORM

Name of Employee: _____

Employee's Start Date with Town of Nantucket: _____

Number of Sick Hours Currently Accrued by Employee: _____

Number of Sick Hours to be Donated: _____

Remaining Hours Held by Employees Following Donation: _____

_____ _____

Employee's Signature Date

****

Approved by:

_____ _____

Personnel Officer Date

_____ _____

Department Head Date

PC: Union President
Assistant Treasurer

APPENDIX B

UNIT MCR 4349 COMPENSATION

COLA/ATB included in wage scale; not in addition to amounts in wage scale
New Wage Effective on Anniversary Date YR 3: 7/1/07 – 6/30/08 (3% ATB)

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
S-A	$49,920	$52,415	$55,036	$57,788	$60,677	$63,711	$66,897	$70,243
S-B	$54,826	$57,567	$60,445	$63,467	$66,641	$69,973	$73,471	$77,145
S-C	$60,345	$63,362	$66,530	$69,856	$73,349	$77,016	$80,867	$84,910
S-D	$68,107	$71,512	$75,087	$78,842	$82,784	$86,923	$91,269	$95,833
S-E	$74,956	$78,705	$82,639	$86,772	$91,109	$95,665	$100,448	$105,472

7/1/08 – 6/30/09 Year One - 2.75% step 8 only; new scale @ 3% between steps; step 9 is a 20 year step @ 5% above prior year step 8

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 20 Year
S-A	$58,685	$60,445	$62,259	$64,126	$66,050	$68,032	$70,073	$72,175	$73,755
S-B	$64,451	$66,384	$68,376	$70,427	$72,540	$74,716	$76,958	$79,266	$81,002
S-C	$70,938	$73,066	$75,258	$77,516	$79,842	$82,237	$84,704	$87,245	$89,156
S-D	$80,064	$82,466	$84,940	$87,488	$90,113	$92,816	$95,600	$98,468	$100,625
S-E	$88,117	$90,760	$93,483	$96,288	$99,176	$102,151	$105,216	$108,372	$110,746

7/1/09 – 6/30/10 Year One next contract – will be at 0% ATB with no step raises – repeat of 7/01/08 – 06/30/09 schedule

Year Two next contract-07/01/10 – 06/30/2011 (2.75% ATB)

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 20 Year
S-A	$60,298	$62,107	$63,971	$65,890	$67,866	$69,902	$72,000	$74,159	$75,783
S-B	$66,223	$68,210	$70,256	$72,364	$74,535	$76,771	$79,074	$81,446	$83,230
S-C	$72,889	$75,076	$77,328	$79,648	$82,037	$84,498	$87,033	$89,644	$91,607
S-D	$82,266	$84,734	$87,276	$89,894	$92,591	$95,368	$98,229	$101,176	$103,392
S-E	$90,540	$93,256	$96,054	$98,935	$101,904	$104,961	$108,109	$111,353	$113,791

Year Three next contract-07/01/11–06/30/2012 (2.75% ATB)

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 20 Year
S-A	$61,957	$63,185	$65,730	$67,702	$69,733	$71,825	$73,979	$76,199	$77,867
S-B	$68,044	$70,086	$72,188	$74,354	$76,585	$78,882	$81,249	$83,686	$85,519
S-C	$74,893	$77,140	$79,454	$81,838	$84,293	$86,822	$89,427	$92,109	$94,126
S-D	$84,528	$87,064	$89,676	$92,366	$95,137	$97,991	$100,931	$103,959	$106,235
S-E	$93,030	$95,821	$98,695	$101,656	$104,706	$107,847	$111,082	$114,415	$116,920

UNIT MCR 4348 COMPENSATION

COLA/ATB included in wage scale; not in addition to amounts in wage scale
New Wage Effective on Anniversary Date
YR 3: 7/1/07 – 6/30/08 (3% ATB)

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
S-1	$19.25	$20.20	$21.21	$22.26	$23.37	$24.54	$25.76	$27.05
S-2	$21.17	$22.25	$23.33	$24.49	$25.71	$26.99	$28.33	$29.75
S-3	$23.15	$24.30	$25.51	$26.78	$28.11	$29.51	$30.98	$32.53
OI RN	$27.43	$28.80	$30.25	$31.76	$33.34	$35.01	$36.77	$38.60

7/1/08 – 6/30/09 Year One - 2.75% step 8 only; new scale @ 3% between steps; step 9/20 year step @ 5% above prior year step 8

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 20 years
S-1	$22.60	$23.28	$23.98	$24.69	$25.44	$26.20	$26.98	$27.79	$28.40
S-2	$24.85	$25.60	$26.37	$27.16	$27.97	$28.81	$29.68	$30.57	$31.24
S-3	$27.18	$27.99	$28.83	$29.70	$30.59	$31.51	$32.45	$33.42	$34.16
OI RN	$32.25	$33.22	$34.21	$35.24	$36.30	$37.38	$38.51	$39.66	$40.53

07/1/09 – 6/30/10 Year One next contract will be 0% ATB with no step raises – repeat of 07/01/08 – 06/30/09 schedule

Year Two next contract - 7/1/10 – 6/30/11 (2.75% ATB)

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 20 Year
S-1	$23.22	$23.92	$24.63	$25.37	$26.13	$26.92	$27.73	$28.56	$29.18
S-2	$25.54	$26.30	$27.09	$27.91	$28.74	$29.61	$30.49	$31.41	$32.10
S-3	$27.92	$28.76	$29.63	$30.51	$31.43	$32.37	$33.34	$34.34	$35.10
OI RN	$33.14	$34.13	$35.15	$36.21	$37.29	$38.41	$39.57	$40.75	$41.64

Year Three next contract - 7/1/11 – 6/30/12 (2.75% ATB)

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 20 Year
S-1	$23.86	$24.57	$25.31	$26.07	$26.85	$27.66	$28.49	$29.34	$29.99
S-2	$26.24	$27.03	$27.84	$28.67	$29.53	$30.42	$31.33	$32.27	$32.98
S-3	$28.69	$29.55	$30.44	$31.35	$32.29	$33.26	$34.26	$35.29	$36.06
OI RN	$34.05	$35.07	$36.12	$37.20	$38.32	$39.47	$40.65	$41.87	$42.79

DISPATCHER'S SCHEDULE

(to be placed in the Laborers' Union using clerical hourly schedule S/1

Shift Differential Second Shift $.60 Third Shift $.65

OUR ISLAND HOME REGISTERED NURSE SCHEDULE

Compensation (7/01/07 – 6/30/08 – 3%)

Start							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
27.43	28.80	30.25	31.76	33.34	35.01	36.77	38.60

7/1/08 – 6/30/09 Year One - 2.75% step 8 only; new scale @ 3% between steps; step 9 is a 20 year step @ 5% above prior year step 8

Start								20 Year
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
32.25	33.22	34.21	35.24	36.30	37.38	38.51	39.66	40.53

7/1/09 – 6/30/10 Year One next contract will be 0% ATB with no step raises – repeat of 07/01/08 – 06/30/09 schedule

Year Two next contract 7/1/10 – 6/30/11 (2.75% ATB)

Start								20 Year
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
33.14	34.13	35.15	36.21	37.29	38.41	39.57	40.75	41.64

Year Three next contract 7/1/11 – 6/30/12 (2.75% ATB)

Start								20 Year
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
34.05	35.07	36.12	37.20	38.32	39.47	40.65	41.87	42.79

Shift Differential

A – Monday through Friday

Second Shift $.95

Third Shift $.95

B – Saturday through Sunday

First Shift $1.50

Second Shift $1.10

Third Shift $1.10

APPENDIX C

Compensation Schedules

Building Department	
Building Commissioner	S-B (Dept. Head Schedule)
Administrative Assistants	S-2 (Clerical Schedule)
Electrical Inspector	S-C (Admin. Schedule)
Plumbing Inspector	S-C " "
Local Building Inspector	S-C " "
Zoning Enforcement Officer	S-B " "
Conservation Commission	
Director	S-A (Dept. Head Schedule)
Office Administrator	S-2 (Clerical Schedule)
Council on Aging	
Director	S-A (Dept. Head Schedule)
Administrative Assistant	S-1 (Clerical Schedule)
Assistant Director	S-3 " "
Human Services Department	
Coordinator	S-A (Dept. Head Schedule)
Administrative Assistant	S-1 (Clerical Schedule)
Fire Department	
Deputy Fire Chief	S-E (Admin. Schedule)
Office Administrator	S-3 (Clerical Schedule)
Finance Department	
Tax Collector	S-A (Admin. Schedule)
Treasurer	S-B " "
Accounts Payable Coordinator	S-A " "
Assessor	S-C " "
Operations Coordinator	S-A " "
Payroll Administrator	S-3 (Clerical Schedule)
Assistant Assessor	S-3 " "
Administrative Assistants in Treasury	S-2 " "
Administrative Assistant in Assessing	S-2 " "
Administrative Assistant (P/T Accts. Payable)	S-2 " "
Field Inspector	S-2 " "
Senior Clerk in Assessing	S-1 " "
Property Lister (P/T)	S-1 " "

Health Department

Health Officer	S-B (Dept. Head Schedule)
Assistant Health Officer	S-B (Admin. Schedule)
Office Assistant	S-1 (Clerical Schedule)

Historic District Commission

Administrator	S-A (Dept. Head Schedule)
Assistant Administrator	S-A (Admin. Schedule)
Administrative Assistant	S-2 (Clerical Schedule)
Administrative Assistant	S-1 (Clerical Schedule)

Information Technology & GIS

IT Manager	S-A (Dept. Head Schedule)
IT Specialists (2)	S-B (Admin. Schedule)
GIS Coordinator	S-B (Admin. Schedule)

Marine & Coastal Resources

Marine Superintendent	S-B (Dept. Head Schedule)
Assistant Marine Superintendent/Assistant Harbor Master	S-B (Admin. Schedule)
Beach Manager	S-B " "
Town Biologist	S-B " "
Shellfish Biologist	S-A " "
Deputy Shellfish Warden	S-A " "
AHA/Mooring Enforcement Officer	S-A " "
Office Administrator/Licensing Agent	S-2 (Clerical Schedule)

Our Island Home

Registered Nurses	Registered Nurse Schedule
Staff Development Coordinator/RN	Registered Nurse Schedule
Director of Nurses	S-E (Admin. Schedule)
Assistant Administrator	S-A (Admin. Schedule)
Social Service Worker	S-A (Admin. Schedule)
Activities Director	S-A (Admin. Schedule)
Assistant Activities Director	S-2 (Clerical Schedule)
Medical Records Secretary	S-2 " "
Business Office Coordinator	S-3 " "
Plant Supervisor	S-3 " "
Food Service Supervisor	S-3 " "
Assistant to Director of Nursing	S-1 " "
Business Office Assistant	S-1 " "
Adult Day Care Supervisor	S-1 " "

Park & Recreation

Director	S-B (Dept. Head Schedule)
Property Manager	S-3 (Clerical Schedule)
Youth Recreation Coordinator/Teen Center	S-1 " "
Office Administrator	S-2 " "

Public Works Department

Assistant Director	S-E (Admin. Schedule)
Administrator	S-A " "
Office Administrator	S-3 (Clerical Schedule)

Planning & NP&EDC

Senior Planner	S-C (Admin. Schedule)
Land Use Planner	S-A " "
Land Use Planner	S-B " "
Housing Specialist	S-B " "
Transportation Planner II	S-C " "
Office Administrator	S-2 (Clerical Schedule)
Zoning Board of Appeals Administrator	S-2 " "
Administrative Specialist	S-2 " "
Planning Assistant	S-1 " "

Police Department

Information Systems Administrator	S-C (Admin. Schedule)
Office Administrator	S-2 (Clerical Schedule)
Dispatchers (2)	S-1 (Clerical Schedule)

Register of Deeds

Assistant Register	S-B (Admin. Schedule)
Administrative Assistant (2)	S-1 (Clerical Schedule)

Siasconset Water

Superintendent	S-A (Dept. Head Schedule)

Town Clerk

Assistant Town Clerk	S-3 (Clerical Schedule)
Administrative Assistant	S-1 " "

Town Administration

Information Systems Administrator	S-A (Dept. Head Schedule)
GIS Coordinator	S-B (Admin. Schedule)
Information Systems Technicians (2)	S-B " "

Visitor Services

Director	S-A (Dept. Head Schedule)
Office Administrator	S-2 (Clerical Schedule)
Administrative Assistant	S-1 " "