

## C O N T R A C T

CONTRACT made and entered into as of the 1st day of July 2004, by and between the BOARD OF WATER COMMISSIONERS, of the WANNACOMET WATER COMPANY, TOWN OF NANTUCKET, hereinafter referred to as the "Company" and the UTILITY WORKERS UNION OF AMERICA, affiliated with the A.F.L. - C.I.O, on behalf of LOCAL UNION NO. 359, and the employees of the Company who are now or may hereafter become employees of the Company who are now or may hereafter become members of said Local Union, hereinafter called the "Union."

### W I T N E S S E T H:

The Company and the Union, in consideration of the obligations hereinafter set forth by each of the parties to be kept and performed, do hereby agree as follows:

#### SECTION 1. RECOGNITION AND REPRESENTATION

The Union is hereby recognized and accepted by the Company as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all the employees of the Company in the distribution department except for executives, office and clerical employees and all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action, and the Company agrees that it will negotiate with the accredited representatives of the Union and the representative(s) of the employees of the Company in the Bargaining Unit represented.

#### SECTION 2. NO STRIKE OR LOCKOUT

In furtherance of harmonious relations among employees, the management and the public, it is mutually agreed to by the parties hereto that there shall be no lockout, strike, work stoppage or intentional slowdown during the term of this agreement, and this mutual agreement shall continue through the future relations between the parties hereto, and it is agreed that all matters of dispute shall be settled by arbitration, as hereinafter provided. However, there shall be no liability on the part of the Union for any strike, work stoppage or intentional slowdown when such strike, work stoppage or intentional slowdown is not authorized by the Union. It shall be the duty of the duly authorized officers of the Local Union, or a national representative, within twenty-four (24) hours after notification by the Company, to cause to be posted in prominent places within the offices or plant of the Water Company a notice that the strike, work stoppage or intentional slowdown was not authorized by the Local Union and directing all employees to return to their respective jobs promptly or to cease any action which may adversely affect any operation of the Company. The Company shall have authority to discipline any employees or employees engaged in any unauthorized strike, work stoppage or intentional slowdown, subject to the Union's rights to present a grievance as outlined in this Contract.

#### SECTION 3. ADJUSTMENT PROCEDURE

In recognition of the fact that the Company and its employees represented by the Union have a mutual responsibility to the public which requires that disagreements arising between the employees who are members of the Union and the management be settled in an orderly way

without interruption to water service, it is agreed that differences which may arise between the employees who are members of the Union and the management of the nature of those mentioned in the various paragraphs below shall be adjusted in accordance with the provisions of the succeeding paragraphs of this Section.

#### A. Disagreements Arising Under Contract

Any disagreement, dispute or grievance which shall arise between the Union or the employees and the Company with respect to the interpretation or application of any of the terms or provisions of this Contract shall be, during the terms of this Contract, settled by the following procedure:

Step 1. The employee and/or the Union Steward shall, within thirty (30) days of the disagreement, dispute or grievance, take up the matter with the Company General Manager or his designee. The Company General Manager shall reply within ten (10) working days.

Step 2. If the disagreement, dispute or grievance is not resolved, the Union may within ten (10) working days file the grievance in writing with the Company General Manager and at the same time request a meeting with the Water Commissioners or their designee, to be held within ten (10) days. The Commissioners shall render a decision in writing within ten (10) working days following such meeting.

Step 3. In the event that the disagreement, dispute or grievance has not been satisfactorily settled in the previous steps, either party may request Arbitration as the means for settling the grievance. Request for Arbitration must be made within thirty (30) working days from the date of the third step decision, except where the time period has been extended by mutual, written agreement. If the parties cannot mutually agree to an impartial Arbitrator, then such Arbitration will be conducted under the rules of the American Arbitration Association. The Arbitrator shall have no authority to add to, subtract from, alter or modify the terms of this agreement and the expense of an arbitrator shall be shared equally between the parties. The decision of the Arbitrator shall be final and binding upon both parties.

It is expressly understood that the time limitations set forth in this agreement are in the event that the Company fails to comply with any time limitation hereunder, the grievance as submitted shall be deemed to have been granted. If the Union or the employee fails to comply with any time limitation hereunder, the grievance shall be deemed to have been withdrawn.

#### B. Discipline, Suspension or Discharge

If an employee is disciplined, suspended or discharged, the Union may, at its discretion, within seven (7) days from the day upon which such employee is disciplined, suspended or discharged, request the Company to grant a hearing to such employee, such request to be in writing, certified and mailed to Wannacomet Water Company, One Milestone Road, Nantucket, Massachusetts 02554.

Hearings will be held as soon as reasonably possible after the receipt of such written request.

If an employee is charged with violation of Company rules or any other offense, the Union shall be furnished with a statement of the charge in writing, if such information is requested in writing by the employee and the Union jointly.

Hearings will be held by the General Manager or his designee.

At the hearing the Union shall represent the employee disciplined, suspended or discharged, and may present witnesses.

The Company may require the presence at the hearing of the employee who has been disciplined, suspended or discharged.

In the event no agreement can be reached between the Company and the Union, the matter will be referred to Arbitration in accordance with subsection "A" of this Section.

#### C. Disagreement as to Proposed Changes in Contract Provisions While Contract is in Force

When, under the terms of this Contract, negotiations have been opened looking toward changes in any of the provisions of this Contract regarding wages and hours, and the parties are unable to agree upon such proposed changes, then and in that event, the matters in dispute may be referred to the Massachusetts Board of Mediation, Conciliation and Arbitration for resolution pursuant to the procedures set forth in Massachusetts G.L. c.150E.

### SECTION 4. UNION CHECK-OFF

#### Payroll Deduction of Agency Service Fee.

Pursuant to General Laws Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective day 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 in contract administration. The agency service fee shall, as provided below, be deducted monthly and shall be equal.

If a regular full-time employee submits to the Company a uniform authorization form requesting that monthly dues be deducted from his/her first pay check each month, the Company 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.

All authorizations by any employee must be in a 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 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 Company, with a copy to the Union not more than twenty days and no less than ten 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 shall be irrevocable for successive periods of one year thereafter, or until the termination of the agreement, whichever occurs sooner.

The Union shall keep the Company 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.

No dues shall be deducted from any employee who is on authorized check-off 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 paycheck.

The Company assumes no responsibility for the consequences of any employee's failure to authorize dues deductions; the only responsibility of the Company 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 monies to the designated Union representative. Neither the Company 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.

The Union agrees to and will indemnify, defend, hold and save the Company blameless against any and all claims, demands, suits, or other form of liability instituted against the Company of its personnel on account of actions under this Article.

#### **SECTION 5. OBSERVANCE OF COMPANY RULES**

The Union agrees that its officers and members will comply with the Company's rules and regulations relating to safety, including the regulations and standards established by the Federal Government's Occupational Safety and Health Act (OSHA), economy, continuity of service and efficiency in service to the public.

#### **SECTION 6. SENIORITY**

All provisions of this Section shall be understood to be applicable only when in conformity with all Federal, State and local laws and regulations regarding Equal Employment Opportunity. Selection of employees for promotion shall be based on the following factors:

- (1) Length of continuous service;
- (2) Fitness and ability.

##### **A. Temporary Layoffs**

In the event that the Company finds it necessary or expedient to suspend employment of any employees as a result of lack of work or for other causes, the same factors shall be considered; and, whenever all other factors are relatively equal, seniority shall govern. In such event, any employee temporarily laid off shall not lose his seniority unless:

- (1) Such layoffs extend for more than one (1) year;
- (2) The employee fails to report for work or fails to advise the Company of his intention to report within five (5) days after notice has been sent by certified mail that he has been recalled from layoff.

## B. Company Seniority

Company seniority shall govern in all cases of layoff subject to the ability of a senior employee to perform the necessary duties, provided however, that for purposes of layoff, every regular employee will be deemed to have greater seniority than any temporary employee regardless of length of service. Seniority shall be lost in the event of:

- (1) Voluntary termination of employment;
- (2) Discharge for cause.

## C. Posting of Jobs

Notice of a vacancy in an existing position or in a newly created position shall be posted at places accessible to employees affected and shall remain posted for a period of five (5) days, within which time applicants eligible and desiring to fill such vacancy shall apply in writing to the official of the Company designated in the notice. Such notice shall also set forth the title of the position to be filled, hours of work, days of relief, rate of pay and outline of duties.

Within five (5) days after the expiration of the posting period, the Company shall assign the accepted applicant to such vacancy or newly created position. When vacancies occur in positions that are to be refilled, the Company will follow a general policy notice within one (1) week.

When a vacancy occurs, the senior employee in the next lower class shall be entitled to promotion to the vacancy if his fitness and ability qualify him for the position.

When a new job classification is created, seniority based on actual length of service shall govern for all new employees.

Any employees assigned to a new position shall have thirty (30) days in which to qualify. If he is unable to qualify, he may return to the class from which he came without loss of seniority rating herein.

## D. Service in Armed Forces

Any employee called into military service shall be given a leave of absence and will accumulate seniority during such period of service. At the end of such military service, an employee will be reinstated to his former position or to an equivalent position unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so and provided the employee:

- (1) Has received a certificate to the effect that he has completed the period of training and service required;
- (2) Is still qualified to perform the duties of his former position;
- (3) Has not been dishonorably discharged;

- (4) Makes application for re-employment within ninety (90) days after he is relieved from such training and service.

E. Leave of Absence

Employees shall be granted leaves of absence for good cause other than leave of absence for service in the Armed Forces for a period of not more than ninety (90) days without prejudice to seniority or other rights.

**SECTION 7. RATES OF PAY**

All employees shall be paid in accordance with the payroll schedule of the Town of Nantucket. Compensation shall be at the following hourly rates.

<u>Classification</u>	<u>Effective 7/1/04</u>	<u>Effective 7/1/05</u>	<u>Effective 7/1/06</u>
Maintenance Mechanic	\$25.07	\$26.07	\$27.11
Utility Person	\$24.56	\$25.54	\$26.56

Employees performing Mechanic duties at the pumping stations shall earn an additional \$0.50/hour for hours actually worked as a mechanic.

New Employees:

All new employees shall be considered as probationary employees and must successfully complete a probationary period before attaining full time employee status. Each newly hired employee becomes a probationary employee upon the date of his employment and remains so until he/she has successfully completed a probationary period of sixty (60) days. During the probationary period, the employee may be disciplined, discharged, laid off or otherwise dismissed at the sole discretion of the Company, and neither the reason for nor the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance. Upon the successful completion of the probationary period, however, the employee shall attain full time employee status and receive all benefits normally afforded to regular full time employees, including seniority. New employees shall be paid in accordance with the following:

	<u>0-60 Days</u>	<u>60 Days-End of Year 1</u>	<u>Year 1-2</u>	<u>Year 2-3</u>
Mechanic	\$22.36	\$23.03	\$23.95	\$24.91
Utility Person	\$21.85	\$22.51	\$23.41	\$24.35

At the end of three (3) years, the new employee shall be paid at the same rate as the other employees in the same job classification who have greater than three (3) years seniority.

New employees whose employment (in one of the above listed job classifications) begins after June 30, 2005 shall be paid under the new employee compensation schedule at a rate that has been structurally adjusted to maintain the proportional rate differential between new employees and veteran employees.

## SECTION 8: HOURS OF WORK AND WORKING CONDITIONS

### 8.1 Definitions

**Work Week:** The workweek shall begin at 12:01 AM on Sunday and end at 12:00 Midnight on the following Saturday. The workweek for employees in the distribution department shall normally be Monday through Friday.

**Work Shift:** A work shift shall consist of eight (8) consecutive hours, excluding a meal period. All employees shall be scheduled to work a regular work shift, and each shift shall have a scheduled starting and stopping time. For employees in the distribution department the regular work shift shall be from 7:00 AM to 3:30 PM with one-half (1/2) hour for lunch.

**Time and One-Half:** Time and one-half shall mean one and one-half (1 1/2) hours pay for each hour worked.

**Double Time:** Double time shall mean two (2) hours pay for each hour worked.

**Emergency Conditions:** An emergency is a situation which arises unforeseen, whereby some portion of the water system requires either repair or checking; or some employee scheduled for work is unable to work; i.e., sickness, accident, death in the family, or personal problems.

### 8.2 Change of Work Shift

Except for emergency conditions, a work schedule shall be changed only after giving five (5) days notice to the employee, and for reasonable cause. Any employee who is notified that he will be assigned to a schedule of working hours different from his normal schedule of working hours, shall receive straight time pay for all hours worked on such assignment; subject, however to other provisions governing the payment of overtime in this section. An employee who is assigned to a schedule of work other than his regular schedule of work without five (5) days notification, prior to the beginning of his normal workweek, shall receive time and one-half (1 1/2) for all work on the assigned schedule for the duration of that workweek. When an employee returns to his normal schedule of work he shall be paid straight time for such work, subject however, to other provisions regarding overtime.

### 8.3 Extended Overtime

Employees required to work beyond their normal ending time of their work shift (extended overtime) shall be paid time and one-half for the first two hours and double time for all overtime after the first two hours. If an employee is working extended overtime at the one and one-half (1 1/2) rate and it becomes necessary to call out one or more additional employees to assist in the same job, the employee who has been working at the one and one-half (1 1/2) rate shall be paid double time beginning at the time the call out was made. This provision is effective only if the additional call out was for the same job.

### 8.4 Extended Overtime - Rest Period

Employees who are required to work overtime shall not be penalized for such overtime work by being required to take time off during a regularly scheduled work week, except an

employee who has worked sixteen (16) consecutive hours or more shall not be permitted to work until he has had an eight (8) hour rest period. For any part of those eight (8) hours that coincide with his regular workday, he shall be paid his regular straight hourly rate.

#### 8.5 Call Out Time (non-extended overtime)

Employees, including employees who are on standby duty, shall be paid two times (double time) their regular straight time hourly rate pay for all non-extended authorized hours of work in excess of their normal work day or work week. Sick time, vacation time, personal time, holidays and other authorized leave time shall be counted as hours of work in the computation of overtime. Employees shall be paid a two (2) hour minimum when required to work.

#### 8.6 Distribution of Overtime

All overtime shall be shared, insofar as possible, equally and alike. To this end, the employees shall report promptly when called.

#### 8.7 Emergency Standby Duty

The Company shall require employees to be on standby for emergency duty on a rotating basis. Standby duty begins at 3:30 PM on Friday and ends at 7:00 AM on Monday. If the Friday is a recognized holiday the shift shall start at 7:00 AM and end on Monday at 7:00 AM. If the Monday is a recognized holiday the shift will start at 3:30 PM on Friday and end at 7:00 AM on Tuesday. Employees on standby shall carry a paging device and cellular phone furnished by the Company. During the term of this contract employees on standby duty shall receive \$165.00 for the standby coverage period, plus pay for all hours worked in accordance with section 8.5. An additional \$50.00 shall be paid for a shift that covers a holiday.

The Company will establish a rotation schedule for standby duty that will equalize such duty amongst the employees to the extent practicable, given their respective skills.

#### 8.8 Temporary Transfers

If employees are temporarily transferred from the job in which they are employed regularly to another job paying a lower wage, there shall be no reduction in wages; and, if employees are temporarily transferred to other jobs paying higher hourly rates, they shall receive such higher rates while so employed.

#### 8.9 Work by Supervisors

Except in cases of emergency, the Company agrees that a foreman, superintendent, supervisor or executive in charge shall not perform any work, which is normally performed by employees under their supervision other than to demonstrate how they desire the work to be done.

### SECTION 9. LONGEVITY PAY

Employees covered under this contract shall be paid, in addition to his compensation, the following annual increments for longevity service:

<b>LENGTH OF SERVICE</b>	<b>AMOUNT</b>
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.....	5% of base wages

Longevity pay will normally be paid the first week of December each year.

### **SECTION 10. HOLIDAYS**

The following holidays will be observed for all regular employees.

New Year's Day	Martin Luther King Jr. Day
Washington's Birthday	Patriot's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Day

When a holiday falls on Sunday, it will be observed on the Monday following. When a holiday falls on a Saturday, it will be observed on the Friday preceding.

### **SECTION 11. JURY DUTY**

The Company guarantees normal pay to employees while on jury duty by paying the difference between the normal pay and the amount received from jury duty.

### **SECTION 12. ARMED FORCES RESERVE TRAINING**

Any employee who, because of membership in the National Guard or other reserve component of the Armed Forces, is called to training duty shall be paid the difference between his normal pay from the Company and that which he receives for his active service in the Armed Forces. This Section shall not apply to periods of temporary training duty in excess of two (2) weeks in any one (1) calendar year.

### **SECTION 13. BEREAVEMENT LEAVE**

The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by the death of an immediate member of his/her family, and to relieve him/her of the concern over the loss of earnings on the regularly scheduled workdays following the death. If a death and/or funeral occurs during the employees vacation, additional vacation days to make up for those used for bereavement leave will be granted.

In the event of the death of a spouse, child or parent, upon request, such employee will be excused with pay for up to seven (7) days for the purpose of making funeral arrangements and to attend the funeral. In the event of the death of other members of the employee's immediate family; brother, sister, grandparents, grandchild(ren), mother-in-law, father-in-law, step mother, step father, step brother, step sister, foster mother, foster father said employee will be excused for up to four (4) days to attend the funeral. Upon request of the employee, the General Manager shall grant up to one (1) day of leave with pay to attend the funeral of a personal friend or family member not mentioned herein. It is understood that this allowance is a maximum period and that employees will return to active work at the earliest time following the funeral that circumstances permit.

#### **SECTION 14. PERSONAL TIME**

All employees shall be credited (16) personal hours annually on their anniversary date. Said time may be taken in one (1) hour increments with a reasonable notice to the Company. Personal hours shall not accrue (carryover) from one year to another. Upon termination or retirement any available personal hours shall be paid to the employee.

#### **SECTION 15. SAFETY SHOES AND UNIFORMS**

All employees in the bargaining unit who are provided safety shoes, or work boots, by the Company will receive a new pair of safety shoes, or work boots upon request. The Company will provide a maximum of \$250.00 per employee per contract year for the purchase of safety shoes and/or work boots. The Company agrees to furnish work uniforms for the employees classified as Utilityperson or Mechanic.

The uniform shall consist of work shirt and pants as well as the following related apparel. All appropriate clothing will carry the Company name.

<b>APPAREL/NUMBER ISSUED</b>	<b>TYPE</b>
Shirts/4 each	Tee, long sleeve and short sleeve
Shirts/4 each	Long Sleeve with collar
Vest/ 1 each	Navy Blue
Pants/4 total	Jeans
Sweatshirts/1 total	Choice of either hooded or crew neck, zipper or pullover
Winter Jacket/1 total	Choice, Navy blue in color
Coveralls/1 total	One piece insulated type
Shorts/4	Navy Blue, style to be mutually agreed upon

Insulated underwear (longjohns) and or white or navy turtlenecks provided by the employee may be worn under the uniform articles.

It is required that each employee will wear their uniform during work hours and keep them in clean serviceable condition. Uniforms will be worn as directed in a manner to present and maintain a clean and professional appearance. Uniforms may be worn while traveling to and from work and may be worn for reasonable business on the way to and from work. Failure to maintain and/or use of uniforms at other times may be considered misuse of Company property.

Replacement uniform items shall be at the discretion of the Company with consideration given as to garment wear and general appearance.

#### SECTION 16. VACATIONS

Vacation leave earned shall be computed from the date of employment (anniversary date) with the Wannacomet Water Company and/or the Town of Nantucket.

<u>Continuous Service</u>	<u>Vacation</u>
Date of hire, but less than 2 months	0 work days
2 months but less than 1 year	1 day's vacation for each two months of service.
1 year but less than 2 years	1 week
2 years but less than 5 years	2 weeks
5 years but less than 12 years	3 weeks
12 years but less than 20 years	4 weeks
20 years but less than 30 years	5 weeks
30 years or more	6 weeks

For each full week of vacation to which an employee is entitled, he shall be paid an amount equal to what he would have received for his customarily and regularly scheduled hours during such week, had he been actively at work.

The Company will, upon request, pay an employee in advance for the period of his vacation.

The Company agrees that the employee's wishes will be considered in setting up each year's vacation schedule; and, if possible to do so without interference with orderly and continuous operation of the distribution department, employees shall be permitted to take their vacations at times desired by them. Senior employees' wishes shall receive preference.

An employee's vacation time may be taken one day at a time, or however desired, with one week's notice, seniority prevailing.

Upon termination of service for any cause, an employee shall be paid then at the time of such termination for all accrued or earned vacation then due. Unused vacation time may not be accrued from one year to another.

#### SECTION 17. SICK LEAVE

Each employee who is disabled and unable to perform his regular duties as a consequence of sickness or accident shall be paid as follows during leave of absence for such disability:

<u>Length of Service</u>	<u>Sick Leave Allowance</u>
At least six (6) months but less than one (1) year	One (1) week
Over one (1) year	One (1) week for each completed year of service with minimum of two (2) weeks

A. If the employee is entitled to, in any given week, Temporary Total Disability Benefits under the Massachusetts Worker's Compensation Act, the payment by the Company in such week shall be limited to the difference between the employee's normal weekly earnings and the amount of such benefits.

B. The Company may require a suitable statement from the employee's physician certifying to the disability. The Company shall also have the right to require an employee on disability leave to be examined by a physician of the Company's choosing, at the Company's expense, to determine the employee's fitness to return to work. If the Company's physician deems the employee fit to work and the employee's physician makes a contrary determination, the employee's fitness for work shall be determined by a third physician selected by the Company and the Union and paid by the Company.

C. 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 doctors' appointments, x-rays, tests, lab work etc. either on or off-island.

D. Sick leave is not paid for injury, illness or disability if self-imposed or resulting from abuse of the use of alcohol or illegal drugs, unless leave is for the purpose of documented rehabilitation.

#### **SECTION 18. MEDICAL INSURANCE**

Beginning in year one of this Agreement (July 1, 2004), the Town agrees to pay 70% of the Blue Cross-Blue Shield Master Medical Plan health insurance premium for those regular employees who are participating in said plan.

Effective on July 1, 2004 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%) 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 in accordance with the provisions of M.G.L., chapter 32B. Changes shall be made in accordance with Chapter 32B and Chapter 150E.

#### **SECTION 19. LIFE INSURANCE**

The Company will provide Term Life Insurance at no cost to the employee. Additional life insurance is offered through the Town of Nantucket on a voluntary basis at a nominal fee.

#### **SECTION 20. DENTAL/VISION INSURANCE**

The Company will provide Dental and Vision Insurance at no cost to the employee.

#### **SECTION 21. DISABILITY INSURANCE**

The Company will provide Disability Insurance at no cost to the employee.

#### **SECTION 22. RETIREMENT/PENSION PLAN**

In lieu of weekly deductions for Social Security, weekly deductions are made into the Barnstable County Retirement Plan. Participation in the Barnstable County Retirement System is mandatory.

#### **SECTION 23. DEFERRED COMPENSATION PLAN 457 (b)**

Employees of the Wannacomet Water Company/Town of Nantucket are eligible to participate in a Deferred Compensation Plan (DCP). A DCP is a unique supplemental retirement savings and investment program allowed by federal tax law. Employees choose the amount they want to save and the contributions are payroll deducted.

#### **SECTION 24. PRE-EMPLOYMENT MEDICAL EXAM**

All new employees are subject to a medical exam relating to the essential functions of the position, after notice of appointment, and before the starting date of employment. The exam is paid for by the Company and is conducted by a physician selected by the Company. The exam is conducted solely on the basis of the employee being able to perform the essential functions of the job, as described in the job description.

#### **SECTION 25. SEXUAL HARRASSMENT**

It is the goal of the Wannacomet Water Company/Town of Nantucket to promote a workplace that is free from sexual harassment. Sexual harassment of employees in the workplace, or in other settings in which employees may find themselves in connection with their employment, is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. The Town of Nantucket's Sexual Harassment Policy is on file with the Business Manager and is available to all employees.

## **SECTION 26. WORKERS' COMPENSATION**

The Wannacomet Water Company through the Town of Nantucket shall provide workers' compensation insurance for all employees of the Company who sustain an injury while on the job in accordance with the Massachusetts Workers' Compensation Act.

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

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 or her recovery. If an employee is working at another job while on workers' compensation, he/she must notify the Company in writing.

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 Company, which he or she is capable of performing, as determined by a treating physician designated by the Company.

An employee who is assigned to a light duty assignment or modified job shall be compensated at his or her current rate and will not be permitted to work overtime.

An employee, who is receiving Workers' Compensation, will be paid the difference between the Workers' Compensation and the employee's regular pay.

## **SECTION 27. FAMILY AND MEDICAL LEAVE ACT/MATERNITY/PATERNITY LEAVE**

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 is entitled.

1. Eligibility – An employee employed by the Company/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 of leave for any one or more of the following reasons:

- a. The birth of the employee's child, and in order to care for the newborn child;
- b. The placement of a child with the employee for adoption or foster care;
- c. The need to care for the employee's spouse, child or parent who has a serious health condition;
- d. The employee's own serious health condition that renders the employee unable to perform the functions of his or her job.

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.

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

4. Group Health/Life/Dental/Vision/Disability Plan Coverage – The Company will continue its contributions to group health/life/dental/vision/disability insurance for an employee who is out on family and/or medical leave.

5. Use of Accrued Sick, Vacation, and Personal Time – An employee on any family or medical leave may use accrued sick time while on such leave. If no sick time is available, an employee may use any accrued vacation and personal time while on such leave.

6. Reinstatement – At the end of family and medical leave an employee shall be restored to his or her former position, with the same pay, benefits and working conditions as of the date of the employee's leave.

## **SECTION 28. MATERNITY/PATERNITY LEAVE**

Eligibility – An Employee employed by the Company/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 more of the following reasons:

- a. The birth of the employee's child;
- b. The placement of a child with the employee for adoption or foster care.

Use of Accrued Sick, Vacation and Personal Time – An Employee on Maternity/Paternity leave may use any accrued sick, vacation and/or personal time while on such leave.

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

**SECTION 29. BULLETIN BOARDS**

The Union shall have the privilege of using bulletin boards for notices to members.

**SECTION 30. EQUAL EMPLOYMENT OPPORTUNITY**

It is hereby agreed that nothing in this Contract shall be so constructed as to prevent the Company in any way from adhering strictly to its equal opportunity obligations.

**SECTION 31. JURISDICTION**

The jurisdiction of this Contract shall include the territory within which the Company operates.

**SECTION 32. DURATION OF CONTRACT**

This Contract shall be in effect from July 1, 2004 and expire on June 30, 2007.

**SECTION 33. STATUTORY COMPLIANCE**

The parties also agree if any Section of this agreement is found to be in violation of any Federal, State or Local laws, that particular section will become null and void. Should this occur, the parties agree to meet immediately to amend said section to comply within existing laws. It is further agreed that the remainder of the agreement will continue in full force and effect.

BOARD OF WATER COMMISSIONERS

By Melan Edridge

By Wileen Slavik

By [Signature]  
Nantucket Water Commissioners

Date: 6-1-04

UTILITY WORKERS UNION OF AMERICA, A.F.L. - C.I.O.

By Robert Carl

By \_\_\_\_\_

By \_\_\_\_\_  
Negotiating Committee

Date: \_\_\_\_\_