

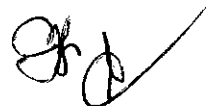
**TOWN OF MARSHFIELD**

CLERICAL  
UNION CONTRACT

July 1, 2011

to

June 30, 2014

  
DRO

## TABLE OF CONTENTS

<u>ARTICLES</u>	<u>CONTENTS</u>	<u>PAGE</u>
I	Stability of Agreement	4
II	Recognition	4
III	Union and Employment Security	5
IV	Management Rights	9
V	Grievance and Arbitration Procedure	9
VI	Hours of Work	10
VII	Overtime	11
VIII	Holidays	11
IX	Leave of Absence	12
X	Vacations	13
XI	Sick Leave	14
XII	Longevity Pay	17
XIII	Educational Reimbursement	17
XIV	Compensation Plan	17
XV	Work Stoppages	19
XVI	Miscellaneous Provisions	19
	Bulletin Board	19
	Automobile Allowance	19
	Safety Clause	19
	Drug Testing Program	19
	Uniforms/Safety Shoes – Water Inspector	19
XVII	Antidiscrimination	20
XVIII	Duration of Agreement	21
	Appendix A	

AGREEMENT  
BETWEEN  
TOWN OF MARSHFIELD  
  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO, COUNCIL 93, LOCAL 1700

This Agreement entered into by the Town of Marshfield, hereinafter referred to as the Employer, and Local 1700, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE I

### Stability of Agreement

- 1.0 If any of the provisions of this Agreement is found by a court of competent jurisdiction to be in conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts, such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect. The provision of Section 7, of Chapter 150E shall not be waived by the preceding paragraph.
- 1.1 The parties acknowledge that during the negotiations which preceded the execution of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party may, however, propose specific amendments to this Agreement and parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by letters of mutual intent, which shall be signed by representatives of the parties duly authorized by the Town and the Union. Any letters of mutual intent, memorandums of understanding, addendum or signed writing between the parties signed prior to the ratification date of Agreement shall be considered null and void.
- 1.2 The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such terms or conditions, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.
- 1.3 For the purpose of the application of the provisions of this Agreement certain definitions of employees are hereby established. "Full-time employees" are defined as employees who are assigned and normally required to work an established regular schedule of weekly hours as defined in Article VI of this Agreement. "Part-time employees" are defined as employees who are assigned and normally required to work an established schedule of weekly hours of less than those established under Article VI but work fifteen (15) hours or more on a regular weekly schedule.

## ARTICLE II

### Recognition

- 2.0 The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours of work, standards of productivity and performance and other conditions of employment for all employees of the Town of

Marshfield certified under M.C.R. 2435, as modified, and any additions, changes, or deletions mutually agreed to by the parties; and excluding all other employees of the Town.

### ARTICLE III

#### Union and Employment Security

- 3.0 The Union dues of employees covered by this Agreement will be deducted each week by the Employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues, and presents it to the Treasurer of the Town in accordance with the provisions of Sections 17A of Chapter 180 of the General Laws as amended. The Union shall certify to the Town Treasurer periodically the amount of Union dues to be deducted.
- 3.0a AGENCY SERVICE FEE - For any employee who is not a member in good standing of the Union, it shall be a condition of employment during the life of this collective bargaining agreement that, on or after the thirtieth day following the beginning of such employee's employment or the effective date of this Agreement, whichever is later, he shall pay an agency service fee to the Union which shall be in an amount proportionately commensurate with the cost of collective bargaining and contract administration, subject to the provisions contained in Chapter 150E, Section 12, of the General Laws of the Commonwealth of Massachusetts, including any provisions regarding the payment of rebates, and all applicable rules and regulations of the Massachusetts Labor Relations Commission, as said Section 12 and such rules and regulations from time to time may be amended. Any such agency service fee may be deducted from the salary of any such employee who signs an authorization form permitting such deductions and shall be transmitted to the Union together with the regular dues transmitted pursuant to Section 3.0 above.
- A. If, at the end of the aforementioned thirty (30) days any employee has not paid the agency fee, the Union shall so notify the employee of his/her rights under the rules and regulations of the Massachusetts Labor Relations Commission and will request the Town to take appropriate action.
- B. If the agency service fee has not been paid by any employee within six (6) months of the original notification of non-payment by the Union as provided for in Paragraph A, or such longer period may be required or allowed by applicable laws or regulations, the Union will write to the Town so informing the Town and request the Town to initiate termination proceedings against such employee or employees.
- C. The Town agrees to initiate termination proceedings against any employee who has failed to pay the agency service fee as required by the Contract at the first Selectmen's meeting following the demand for termination as provided for in Paragraph B unless the employee has exercised rights as provided in Section 17.06

(1-3) of the Massachusetts Labor Relations Commission's Rules and Regulations or by other applicable law or constitutional provision has challenged the validity or amount of the service fee.

- D. No employee who has exercised his/her rights to challenge the validity or amount of said agency fee shall be terminated during the pendency of any charges regarding the same filed at the Massachusetts Labor Relations Commission or during the pendency of suit(s) regarding the same in federal and state courts.
  - E. The Town shall be under no obligation to make a payroll deduction for an Agency Service Fee unless it receives express written permission from an employee from whom the deduction is to be made.
  - F. The Town's obligation to make deductions of agency fees shall terminate automatically upon notice of an employee's challenge to the validity or amount of an agency fee, termination of the employee who submitted the authorization, or upon receipt of a timely and properly written notice revoking such authorization.
  - G. The Union shall indemnify and save the Town harmless against any claim, demand, suit or any other form of liability that may arise out of, or by reason of, action taken or not taken by the Town for the purpose of complying with this Article or in compliance with any dues deduction authorization furnished to the Town. The Union will intervene in and defend any administrative or Court litigation concerning the propriety of a termination for failure to pay the Agency fee. In such litigation, the Town may, but shall not be obligated to, defend the termination.
  - H. Disputes between the parties concerning this Article may be resolved in accordance with the grievance procedure contained in this Agreement. In the event that such dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Town to pay any service fee or back pay to any employee. If the arbitrator decides that an employee has failed to pay the service fee in accordance with this section, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay the required service fee after having sufficient time to do so.
- 3.1 The Town Treasurer shall transmit promptly each month to the Union Treasurer the deducted union dues together with a list of the employees from whose wages such union dues shall have been deducted. The Town Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17A of Chapter 180 of the General Laws.
- 3.2 There shall be no discrimination by representatives of the Town against any employee because of such employee's activity or membership in the Union. The Union agrees not to unlawfully intimidate or coerce any employee into membership into the Union nor discriminate in any way against non-union members of the Town of Marshfield.

- 3.3 The employee's length of full time and part time (pro rated) continuous service with the Town of Marshfield shall determine seniority. However, employees with broken service shall be credited for prior continuous service after working for a period equal to the length of their absence. The principles of seniority shall apply by classification and Department in any decrease of the working force, shift preference, and vacation. Separate seniority schedules for full-time employees and part-time employees shall be established and are designed to operate separately in any reduction of the work force, in shift preference and the scheduling of vacations. In no event shall a part-time employee be allowed to displace a full-time employee as a result of a reduction or curtailment of the departmental work force; except through mutual agreement of the Town and the Union. Past operating practices in the various departments are in no way restricted by the provisions of this section unless in direct conflict with the terms of this Agreement.
- 3.4 When a position covered by this Agreement becomes vacant, such vacancy shall be posted by the Chapter Chairperson or a designee in the employee lounges at the Town Hall and Library, and copies sent to the Police, Fire and Recreation Departments and Council on Aging, Highway and Wastewater Treatment Facility, listing the pay, job description and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. The Town shall not be required to fill a vacancy if the Selectmen do not provide funding for the position.
- 3.5 It is the policy of the Town to fill positions in the unit by the upgrading or promotion of persons presently employed. The first consideration of employees for upgrading or promotion shall be made within the employee's Department with the second consideration of all employees within the unit. Upgrading and promotions, if made, shall be based upon ability and qualifications, and seniority. This Agreement shall not prevent the Town from hiring more qualified applicants from outside the bargaining unit. The Town recognizes the Union's right to grieve and arbitrate the Town's selection of an applicant outside the bargaining unit.
- 3.6 An employee, newly hired into a classification in the bargaining unit after the effective date of this Agreement, shall serve a probationary period of nine (9) calendar months duration to determine fitness for service. During an employee's probationary period, the employee may be terminated without benefit or recourse to any provisions of this Agreement. After having successfully completed the probationary period, no employee shall be disciplined, suspended, discharged or lowered in rank for compensation purposes except for just cause.

Permanent, non-probationary employees posting for and accepting a new position in the bargaining unit shall have a sixty (60) day probationary working period in the new position. At any time during said sixty (60) day period, the employee or that employee's supervisor may elect to have the employee reassigned to his/her prior position, at the applicable rate for that position.

- 3.7 Employees shall have the right to have a union representative or steward present in a grievance meeting on any disciplinary action including warning or reprimand. Except in

unusual circumstances, no employee will be verbally reprimanded within witness of any persons other than the employee and/or union representative or steward. An employee's personnel file shall be available to the employee. No reprimand shall be placed in an employee's file unless first shown to the employee.

- 3.8 The Union shall furnish the Town a written list of Union Stewards and other representatives immediately after the designation of such representatives. The Union shall notify the Town of any changes in the list of representatives.
- 3.9 Except as the need of the Department requires, Union Stewards and other representatives shall be granted reasonable amount of time off with pay during work hours to investigate and settle grievances. Union Stewards and other representatives must request such time off from their Department Heads, which time off shall not be unreasonably withheld.
- 3.10 The Town will not unlawfully aid, promote or finance any labor organization or unlawfully make any agreement with any such group or individual contrary to the terms contained in this Agreement.
- 3.11 Employees who work fifteen (15) hours or more per week, but less than a full schedule of hours as shown in Article VI, shall be entitled to benefits such as vacations, holidays, sick leave, etc. on a pro rata basis. Employees who work less than fifteen (15) hours per week shall be considered casual and/or seasonal employees and are not entitled to benefits under the terms of this Agreement.
- 3.12 In the event of a reduction-in-force, layoff, or abolition of positions in the bargaining unit, layoff shall be in inverse order of seniority within a Department and classification. In case of identical seniority, all ties for purposes of layoff shall be broken by the drawing of lots by the employees concerned. A laid off employee shall have the right to bump the least senior employee in the unit in the same classification if such employee is less senior than the laid off employee. If there are no less senior employees in the same classification, the laid off employee may bump a less senior employee in a lower classification. If there are two (2) or more less senior employees in the lower classification, the laid off employee shall bump the least senior employee. Full-time employees may bump less senior full-time or part-time employees, but part-time employees may bump only less senior part-time employees.

A recall list shall be established for those employees separated or reduced in classification, and employees shall remain on the list for twenty-four (24) months if not recalled or promoted during that time. At the end of twenty-four (24) months, an employee who remains on the list shall be removed and shall have no further contractual right to recall or promotion, whichever is applicable. Employees shall be recalled from the list, in order of seniority, if a vacancy occurs in their former classification. In the event of recall, employees shall be notified by certified mail to their last address of record left with the Town and must advise the Town of their acceptance of the position being offered within seven (7) calendar days following the date of mailing or forfeit all recall rights. The Town



shall not be required to make more than one (1) offer of re-employment during the period an employee is eligible for recall.

#### ARTICLE IV

##### Management Rights

- 4.0 Except as expressly limited by a specific provision of this Agreement, the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the various Town Departments and agencies and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives which the Town has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Town. Without limiting the generalities of the foregoing, the Town shall have the right of making work assignments, disciplining for just cause, maintaining discipline, and the right to make and enforce reasonable rules not in conflict with this Agreement for the safe, efficient, and orderly operation of the various departments and agencies of the Town.

#### ARTICLE V

##### Grievance and Arbitration Procedure

- 5.0 Any difference as to the interpretation of this Agreement in its application to a particular situation or as to whether it has been observed and performed and the disposition of which is not provided for in any law may be a grievance under this Agreement.
- 5.1 Any employee may use this grievance procedure with or without Union assistance but no grievance settlement made as a result of an individual processed grievance shall contravene any provision of this Agreement. The Union shall have the right to be present at any grievance meeting between the parties.
- 5.2 Grievances shall be processed as follows:

Step 1. The employee, with or without the Steward, shall present the grievance in writing to the employee's Department Head, within five (5) working days of the date of the grievance or the employee's first knowledge of its occurrence. The Department Head shall attempt to adjust the matter and shall respond to the employee within five (5) working days.

Step 2. If the grievance has not been settled in Step 1, it shall be presented to the Town Administrator in writing within five (5) working days after the Department Head's response is due. The Town Administrator shall respond to the employee or to the Steward in writing within five (5) working days of his receipt of the grievance from the employee or the Steward.

Step 3. If the grievance still remains unadjusted at the Step 2 level, it shall be presented to the Board of Selectmen in writing within five (5) working days after the response of the Town Administrator is due. At the Union's option, at the time of filing of the grievance at this Step, the appropriate Union representative(s) and the grievant(s) may request a meeting with the Board of Selectmen to discuss the grievance and the Board shall hold such a meeting within fifteen (15) working days of receipt of the Union's request. The Selectmen shall respond in writing within ten (10) working days after receipt by them of the grievance from the employee or Steward, or after the close of any meeting requested, whichever is later.

- 5.3 If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the Selectmen is due, by written notice to the other, request arbitration.
- 5.4 The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the Labor Relations Connection of East Sandwich, MA will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association.
- 5.5 The arbitrator shall have the authority to settle only disputes defined herein. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to take any action to prevent the Town and the Union from settling, by mutual agreement prior to final decision, any grievance submitted to arbitration hereunder. The decision of the arbitrator shall be final and binding upon the parties. Expenses for the arbitrator's service shall be shared equally by the parties. The arbitrator shall be prohibited from making any award or ruling that is contrary to state or federal law.
- 5.6 Reprimands shall be subject to the grievance procedure through the Selectmen's level but in no event shall be subject to arbitration.

## ARTICLE VI

### Hours of Work

- 6.0 The full time work week shall be as follows:

Clerical - 37 1/2 hours

Library - 37 1/2 hours

The work week shall normally consist of five (5), seven and one-half (7½) hour days for employees working a thirty-seven and one-half (37½) hour week except for employees who are scheduled to work nine and one half (9½) hours on Monday and seven (7) hours Tuesday through Friday. Effective July 1, 2012, full time employees working from 4:30 p.m. to 7:30 p.m. on Monday evenings shall receive an adjustment \$1.00 per hour. To be eligible for this adjustment, employees must work until 7:30 p.m.

Library substitutes may not be assigned regularly scheduled shifts if such shifts were previously assigned to members of this bargaining unit.

- 6.1 The Town may, apart from the above, establish from time to time different work schedules and hours of work for individual employees after consultation with the Union and after having given due consideration to the convenience of the employee involved.
- 6.2 Employees shall be allowed a fifteen (15) minute rest break in each one-half (½) shift. Employees may be allowed to leave the work location during their rest break.

## ARTICLE VII

### Overtime

- 7.0 Overtime pay at a rate of one and one half (1½) times the employees regular straight time hourly rate shall be paid for work performed or credited for working in excess of thirty-seven and one-half (37½) hours in the work week, provided performance of such overtime work has had the prior approval of the Town Administrator. Equivalent compensatory time in lieu of such overtime pay may be given by mutual agreement for all clerical and library employees by mutual agreement for all positions covered by this Agreement. Library employees regularly scheduled to work after 5:30 p.m. and on Saturdays shall receive a premium of \$.50 per hour for all hours worked after 5:30 p.m.
- 7.1 Full-time employees, who are called back from their homes to perform unscheduled work, after having completed their assigned work and left their place of employment shall be guaranteed a minimum of two (2) hours work or two (2) hours pay. Payment shall be in accordance with the provisions of this Article, Section 7.0 provided call back hours are in excess of all hours worked in the work week.
- 7.2 Employees shall not be required to suspend work while working regular daily hours to offset overtime hours worked.
- 7.3 There shall be no duplication or pyramiding of overtime payments.
- 7.4 Part-time employees reporting for work during weather emergencies shall be paid at the rate of one and one half (1 ½) times their regular rate of pay for all hours worked between the hours of 9:00 a.m. and 5:00 a.m. or hours worked on Saturday, Sunday or on holidays listed under Article VIII of this agreement. This overtime rate shall be paid only when a weather emergency is declared by the Superintendent of Public Works. Said overtime is only authorized with the prior approval of the Superintendent of Public Works, who shall notify the Town Administrator at the earliest practicable opportunity.

## ARTICLE VIII

### Holidays

- 8.0 Full-time and part-time employees shall be granted the following twelve paid holidays each year if actively employed on the occurrence of each holiday:

Martin Luther King Day  
President's Day  
Memorial Day  
Labor Day  
Veteran's Day  
Christmas Day  
Half-day before Christmas\*

New Year's Day  
Patriot's Day  
Independence Day  
Columbus Day  
Thanksgiving Day  
Friday after Thanksgiving

\* Shall be taken on the working day prior to the Christmas holiday.

This contract will reopen specific only to Article 8 if there is a new federal or state holiday. This does not preclude the Union or the Town from exercising their right under Article 1 Section 1. 1.

- 8.1 Sunday holidays shall be celebrated on the following Monday. Saturday holidays shall be celebrated on the preceding Friday.
- 8.2 Any employee required to work on any of the above listed holidays shall receive their hourly rate for all hours worked on the holiday, in addition to holiday pay.
- 8.3 An employee shall not be eligible for holiday pay unless the employee has worked the last regularly scheduled working day prior to and the next regularly scheduled working day following such holiday unless the absence is excused by the Department Head or the employee is on full status.
- 8.4 Employees shall be paid holiday pay only if the holiday falls within the employee's regular weekly work schedule and he/she would have been required to work that day had the day not been a holiday. When eligible, employees shall be paid holiday pay in an amount equal to the regular pay they would have received had the holiday been a regular work day, but not to exceed eight (8) hours pay at the employees regular straight time hourly rate.

Part time employees shall receive pro-rated holiday pay for the above listed holidays. The amount of hours paid for each holiday shall be equal to the amount of hours the employee is regularly scheduled to work each week, divided by five (5) days.

## ARTICLE IX

### Leave of Absence

- 9.0 Personal leave necessitated by circumstances may be granted by the Department Heads not to exceed three (3) days per fiscal year. Where time requirements permit, request for

personal leave must be submitted to the Department Head in writing explaining the circumstances for the request. It is understood that employees will make every effort to attend to their personal business on non-working hours. Examples of legitimate reasons for personal leave are:

1. court obligations
2. serious family illness
3. adoption of children
4. medical or dental appointments
5. equivalent personal business affairs which cannot be reasonably scheduled.

- 9.1 Employees may have up to three (3) consecutive working days off without loss of pay in the event of a death in the employee's immediate family which shall only include spouse, mother, step-mother, father, step-father, child, step-child, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren. Leave shall be reduced or not allowed if the period of days necessary for leave occurs while the employee is not scheduled for work, on vacation, on sick leave, or other leave of absence. Additional time off without pay may be granted by the Department Head for justifiable reasons or necessary travel. Employees shall be granted one day leave without loss of pay for the purpose of attending funeral services of employee's aunt, uncle, grandparent-in-law, brother-in-law, sister-in-law during normal working week.
- 9.2 Employees who enter the Armed Forces of the United States shall be granted a leave of absence. Leave to attend summer encampment for military duty shall be without loss of pay in accordance with General Laws, Chapter 33, Section 9. The Town will reimburse the employee the difference in adjusted gross wages earned while on summer encampment and the employee's regular weekly salary. Adjusted gross wages are gross wages less board, lodging and travel expenses.
- 9.3 The Town will reimburse the employee the difference in wages earned as a juror and the employees regular weekly salary. During the employee's jury duty period, if the employee is excused, he is expected to work any period of his regular daily shift when not on jury duty.
- 9.4 Leave of absence without pay up to a period of three (3) months may be granted by the appropriate department head and the Town Administrator. An extension of this leave may be granted if it has been authorized in advance by the Town Administrator.

## ARTICLE X

### Vacations

- 10.0 All employees shall be allowed vacation without loss of their regular weekly rate of pay in accordance with the following schedule:
- A. Employees hired between July 1 and December 31 and in the employ of the town the following July 1 shall be granted two calendar weeks vacation. Employees hired

- between January 1 and June 30 shall receive one (1) day of vacation for each full month of continuous service but not to exceed one (1) calendar week of paid vacation.
- B. Every employee, as defined above, shall be granted a vacation of two (2) calendar weeks in each year if he has actually worked for the Town for thirty (30) weeks of continuous service, during the twelve (12) months preceding the first day of July. Vacation allowance will be accrued each month at 1/12 of the employee's normal allowance.
  - C. An employee who completes five (5) years of service shall be granted an additional week's vacation allowance. An employee who completes ten (10) years of service shall be granted an additional week's allowance. On an employee's fifth and tenth anniversary he/she will be entitled to a third or fourth week (whichever is applicable) of vacation, but only if said anniversary is between July 1 and December 31; otherwise, not until the following July 1 will the employee be entitled to the third or fourth week. An employee with twenty (20) years continuous service will receive a fifth week of vacation in accordance with Article 10.
  - D. Employees may bank a maximum of up to two (2) weeks of their vacation.
  - E. Requests for vacation usage greater than two (2) weeks duration in any single instance may be granted or denied at the discretion of the Department Head based upon the needs of the Department.
- 10.1 Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued in the vacation year prior to the employee's death but which had not been granted. In addition, payment shall be made, for that portion of the vacation allowance earned in the vacation year during which the employee died, up to the time of his separation from the payroll.
- 10.2 Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, by resignation (if two weeks' notice has been given previously) or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance as earned, and not granted, in the vacation year prior to such dismissal, resignation with notice, retirement or entrance into the Armed Forces. In addition, payment shall be made for that portion of vacation allowance earned in the vacation year during which such dismissal, resignation with notice, retirement, or entrance into the Armed Forces occurred up to the time of the employee's separation from the payroll; said allowance to be one day for each full month of continuous service completed subsequent to July 1<sup>st</sup>.
- 10.3 Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons as provided for elsewhere may, at the discretion of the Department Head and the Town Administrator, be charged to vacation leave.
- 10.4 If a holiday credit falls within the vacation period, it shall not be charged as part of the vacation allowance. An additional day off shall be allowed for such holiday.

- 10.5 Vacation shall be scheduled at the discretion of the head of the respective department of the Town at such time as will cause the least interference with the performance of the regular work of the Town. In scheduling vacations, preference should be given employees on the basis of years of employment with the town as provided in Article III, Section 4.
- 10.6 July 1<sup>st</sup> of any year shall be the vacation anniversary date for computing vacation credit.

## ARTICLE XI

### Sick Leave

- 11.0 Sick leave shall be granted to all employees in the bargaining unit following original hire accrued at the rate of one and one-quarter (1¼) days for each month. Sick leave shall accumulate to a maximum of one hundred and fifty (150) days of sick leave eligibility. All full time employees with five (5) years full-time continuous service and fifty (50) accumulative sick days will be provided the following: 0 sick days used \$300; 1 sick day used \$250; 2 sick days used \$200; 3 sick days used \$150; 4 sick days used \$100; 5 sick days used \$50; more than 5 days of sick leave used \$0. Sick leave will be determined from July 1 to June 30.

Effective January 1, 2011 sick leave will be reduced by one (1) day for annual accumulation from 15 days to 14 days.

Effective January 1, 2012 sick leave will be reduced by one (1) day for annual accumulation from 14 days to 13 days.

Effective January 1, 2013 sick leave will be reduced by one (1) day for annual accumulation from 13 days to 12 days.

Those employees who have accumulated sick leave and are to be reimbursed shall be reimbursed in the second fiscal year. Payment will be made on July 31 of that year. Use of sick leave pending determination of workers compensation will not be considered sick leave use if the workers compensation claim has been approved for payment and the employee has been reaccredited with his sick leave.

An employee may use up to a maximum of 5 days of their annual sick leave when a member of the immediate family requires the personal attendance of the employee. Immediate family includes spouse, children, parents. Use of sick time for this purpose must be approved by the Department Head and will be calculated as a use of sick days.

- 11.1 An employee with five (5) years of continuous service who has exhausted all available sick leave and remains absent due to a prolonged illness or injury may make application to the Selectmen for borrowing such additional sick leave as they may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his request for the additional

allowance. This borrowed leave shall be repaid to the Town at a minimum of one-half the rate of accrual in Section 11.0.

- 11.2 Sick leave shall be pro rated for part-time employees whose hours of work follow a regular schedule.
- 11.3 If an employee is absent three (3) days or more, chargeable to sick leave, a statement from the employee's physician may be required, such statement to give the nature of the illness and the expected duration. Such certificates may be required at the discretion of the Department Head. In order for sick leave to be allowed, an employee must notify the Town on the first day of the absence. Sick leave notification may be reported by the employee, his family or physician.
- 11.4 The Town may require a medical examination of any employee on sick leave. This examination shall be at the expense of the Town and by a physician appointed by the Town unless otherwise waived by the Town.
- 11.5 *Deleted*
- 11.6 Employees in the Town's employ as of December 31, 1982, shall be compensated for unused sick leave when permanently separated from employment as a result of retirement under the terms of the Massachusetts Retirement Plan, or death (in which case payment shall be made to the employees estate) subject to the following conditions:
- a. In no event shall total accumulation of unused sick leave exceed 150 days.
  - b. 100% of the unused sick leave days accumulated prior to July 1, 1986, up to 150 days, and not thereafter used, shall be compensated at the rate of 100% of the employee's base rate of pay on the date of retirement or death.
  - c. 50% of the unused sick leave days accumulated after June 30, 1986, and not thereafter used, shall be compensated at the rate of 100% of the employee's base rate of pay on the date of retirement or death.
  - d. When sick leave is taken by an employee, days taken shall be charged to the employee's accumulation on a last in - first out basis. After June 30, 1986, days accumulated prior thereto and unused for sick leave may be reaccumulated up to that total accumulated as of June 30, 1986, on a 100% basis. Total days to be considered for sick leave buy back shall not exceed 150 days regardless of whether compensation is under Provision b, c, or a combination of both.
- 11.7 Notwithstanding any provisions of this Agreement, any employee hired by the Town after December 31, 1982, shall not be compensated for unused sick leave when permanently separated from employment for any reason.
- 11.8 In accordance with Chapter 149, Section 105D of the General Laws, a female employee who has been employed by the employer for at least three consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth, said period to be hereinafter called maternity leave,



and who shall give at least two weeks notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous or similar position, with the same status, pay, length of service credit and seniority, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer. Additional unpaid leave may be granted, upon approval of the Town Administrator, if, in the opinion of the Town Administrator, such leave would not affect the nature and level of departmental services.

Employees may take up to twelve (12) weeks leave pursuant to the Family and Medical Leave Act (FMLA) for maternity leave, with pay for said leave to be consistent with the terms for paid leave under this collective bargaining agreement and applicable state and federal law.

- 11.9 An employee who has been employed by the employer for at least three consecutive months as a full time employee may be absent for a period not exceeding eight (8) weeks for the purpose of adoption placement within the employee's home, said period to be hereinafter called adoption leave. Adoption leave shall be without pay and the employee shall be restored to his/her previous or similar position with the same status, pay, and seniority as of the date of his/her leave. Additional leave may be granted upon approval of the Town Administrator if, in the opinion of the Town Administrator, such leave would not affect the level and nature of departmental services.
- 11.10 An employee may donate a portion of his accumulated sick leave days to another employee who is on a prolonged illness (thirty days or more), who has exhausted his own accumulated and borrowed sick leave days, who is in financial need and who is not receiving other compensation from a governmental agent or private employment. An employee shall not be allowed to make the loan if his accumulated sick leave days are fifteen (15) days or less or if the number of days to be loaned will diminish his own accumulated sick leave below a total of fifteen (15) days. An employee shall not be allowed to loan any accrued sick leave days beyond his accumulated one hundred and fifty (150) days. Each employee will be allowed to donate one day each for the injury or illness. Any subsequent donations must be approved in writing by the Town Administrator. Once the employee has returned to work, any unused days shall be reccredited to the employees that made the donation.

## ARTICLE XII

### Longevity Pay

- 12.0 All employees shall receive longevity compensation paid within one (1) month of the employee's anniversary date, in accordance with the following schedule:

After five (5) years of continuous full time service	\$ 100.00
Each year thereafter an additional (per year)	20.00
After twenty (20) years of service	500.00

Each year thereafter an additional (per year)

100.00

Longevity pay shall be pro rated for part-time employees whose hours of work follow a regular schedule.

### ARTICLE XIII

#### Educational Reimbursement

- 13.0 Educational assistance to defray the cost of tuition up to five hundred dollars (\$500) for full-time employees and two hundred and fifty dollars (\$250) for part-time employees whose work schedule is fifteen hours or more per week. Employees must have a minimum of one (1) year of service, full-time and two (2) years of continuous service part-time. Such grants will only be approved for job oriented educational courses. Requests for approval shall be made upon receipt of proof of a "C" or better, and if no grading applied, then satisfactory completion of the course.

### ARTICLE XIV

#### Compensation Plan

- 14.0 Employees shall be classified and compensated in accordance with the terms of this Agreement. Incorporated into this Agreement and attached hereto as Appendix A is a classification and pay plan. The salary scale will be amended to reflect increases. The weekly rates listed in Appendix A shall not be reduced as a result of a leap year.

Library employees requested to work Sunday in addition to their regular work week shall receive a rate of pay of one and one-half times the normal rate of pay. Employees may exchange their work hours with another employee with approval of the Library Director. Employees who wish to have Sunday work hours as part of their normal work week, at the regular rate of pay, may petition the Library Director and the Library Director has the option of such approval.

- 14.1 Step-rate increases, not to exceed the maximum rate, may be granted annually to all employees on the anniversary date of hire who otherwise meet all the criteria established and have evidenced a satisfactory performance record. Step increases shall be limited to one (1) step and be granted on the anniversary of hire or promotion whichever is the more recent. Progression through the rate ranges are neither mandatory nor automatic, but are on the basis of merit and ability as recommended by the appropriate Department Head and approved by the Town Administrator. Personal leave of absence in excess of one (1) month shall extend the date of a step-rate increase commensurately with the term of said leave.
- 14.2 When an employee is transferred to a higher classification in a higher rate compensation grade he/she shall not move for less than an annual pay increase of \$1,000.00. Employees assigned to perform the duties of a higher classification for a period in excess of five (5)

working days shall on the sixth day and each day thereafter be paid at the step 1 rate of the position being covered which will insure the employee a rate of pay higher than their regular rate. This section does not pertain to position of Assistant Clerk.

- 14.3 In the event an employee is demoted to a lower grade, he will receive the maximum rate of the lower grade or his own rate at the time of demotion whichever is less.
- 14.4 When an employee is laterally transferred to a classification in the same or equal compensation grade, said employee shall enter at the same step-rate as that paid for the old classification and will be considered for a step-rate increase on the Anniversary Date of the original classification in that grade.
- 14.5 Any Town employee denied a step-rate increase under the foregoing provisions has the right of grievance under the grievance procedure of Article V, Sections 5.0, 5.1, and 5.2.
- 14.6 Effective July 1, 1983, all employees in the Union will have annual evaluations on their performance. The employee shall be evaluated by his/her supervisor and shall have the right to respond to said evaluation.
- 14.7 Employee's request for upgrade must be submitted by December 31, for consideration during the budget process and the Town Administrator must provide an answer in writing to the respective department head and the Local Union Chapter Chair no later than January 31, and if approved implementation on July 1.
- 14.8 All employees hired after July 1, 2012 shall receive their pay through direct deposit.
- 14.9 All employees will be paid on a bi-weekly basis with the following conditions:
  - a) New bi-weekly pay will not go into effect until all collective bargaining units on the Town side agree
  - b) Employees will receive a ninety (90) day notice prior to implementation
  - c) Family budgeting services will be provided to employees
  - d) Initial month will be a three (3) pay period month

## ARTICLE XV

### Work Stoppages

- 15.0 Pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Union and the employees agree not to engage, induce, or encourage any strike, work stoppage, slowdown or withholding of services by employees, including extra work hours as normally required, which are normally provided to the Town.
- 15.1 Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately in writing order such members to return to work and immediately cease such practices. The Town shall receive a copy of this written notice.
- 15.2 The union shall not question the right of the Town to discipline or discharge employees for engaging in, participating in or encouraging such practices and shall agree that such discipline and discharge shall not be considered a violation of this Agreement.

## ARTICLE XVI

### Miscellaneous Provisions

- 16.0 Bulletin Board - The Town shall provide space for a bulletin board of reasonable size in the Town Hall's Moraine Street foyer to be used for Union notices concerning Union business and activities. All such notices shall be approved for posting by the Department Head and by the Town Administrator at Town Hall.
- 16.1 Automobile Allowance - Employees required by their Department Heads to use their - private vehicles on Town business on a regular basis shall be reimbursed in accordance with the then current rate authorized by the Internal Revenue Service.
- 16.2 Safety Clause - The Town will make every reasonable effort to provide safe and healthful work areas. Employees covered by this Agreement are encouraged to bring to the attention of their immediate supervisor any hazardous or unhealthy condition. A Safety Representative to be named by the Union will represent the employees on matters of health and safety with the Department Heads and the Town Administrator.
- 16.3 Drug/Alcohol Prohibitions - Employees may not report for duty, or stay on duty, while using any illegal narcotic or while under the influence of alcohol. Illegal narcotics shall be defined as cocaine, marijuana, hashish, heroin, or any derivative substance of those narcotics. Hallucinogens such as PCP, LSD, or related substances shall also be included in this definition.

Employees may not report for duty, or stay on duty, if they have tested positive for an illegal narcotic or are found to be impaired due to alcohol or illegal narcotics.

Employees may be required to report the use of any drugs prescribed by a physician that may impact that employee's ability to carry out his/her duties.

Annual testing – Employees will be notified of annual testing through the use of hair testing. Sample collection and testing will be conducted by certified laboratory professionals. Refusal to submit a sample will constitute a positive test for the purpose of this policy. Any employee testing positive under the annual testing portion of the policy shall have the right to request a retest using urine analysis.

Reasonable suspicion – If the employer believes that an employee's behavior or appearance may indicate drug or alcohol impairment, that employee may be subject to the discipline below. Observations by the employer must be made just before, during, or just after work hours. Appearance, speech, behavior, and body odor are factors in determining reasonable suspicion, as well as indications of the chronic and withdrawal effects of illegal narcotics. The supervisor must directly observe the behavior in question, and may not rely solely on third party reports of alcohol or drug misuse. Observations for reasonable suspicion will be made by one or more trained supervisors.

The supervisor who determines that there is reasonable suspicion for a finding of impairment must obtain a second opinion from another supervisory employee. A written, signed report must be completed by the supervisor who determines reasonable suspicion, and the second opinion must be recorded.

First positive test or finding of impairment – 30-day suspension without pay, unless the employee has accrued vacation leave, personal leave, or sick leave, in which case such suspension shall be with pay to the extent of total accrued time; such leave will be charged to the accrued time in the same order listed herein. The suspension with pay shall be contingent on the Employee completing the required treatment program. Return to duty after successful completion of program as identified by SAP and MRO.

Second positive test or finding of impairment – discharge.

If an employee is found to be impaired by the use of alcohol and/or an illegal narcotic, and said impairment is found to be related to an injury to that employee, a fellow employee, or any other person, that employee shall be subject to immediate discharge.

#### 16.4 Uniforms/Safety Shoes

Water Inspector – \$100.00 for safety shoes, \$250.00 for clothing.

Effective July 1, 2011:

Recycling Coordinator - \$100.00 for safety shoes

Animal Control Officer - \$250.00 for clothing

### ARTICLE XVII

#### Antidiscrimination

17.0 The parties to this Agreement agree that they shall not knowingly discriminate against an employee because of race, creed, color, sex, age or national origin as provided by law in the execution and administration of this Agreement.

#### ARTICLE XVIII


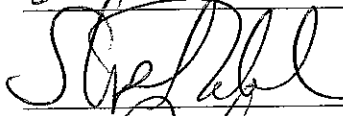
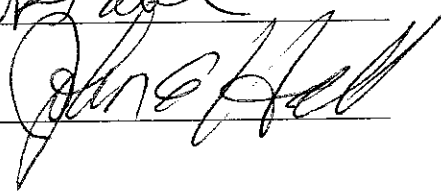
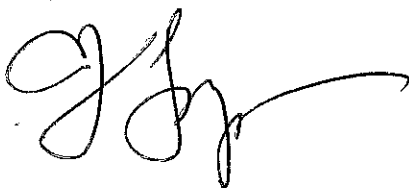
##### Duration of Agreement

18.0 Provisions of this Agreement as of July 1, 2011, shall continue in full force and effect to and including June 30, 2014, and from year to year thereafter unless modified or terminated as hereinafter provided. The agreed upon annual salaries for the periods are attached hereto as Appendix A.

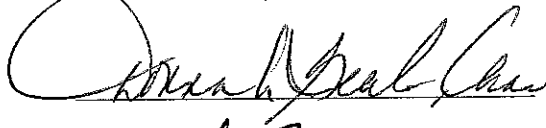
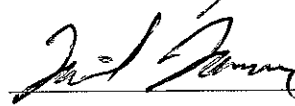
As part of this agreement the Town agrees to conduct work with a professional personnel consultant to create new job descriptions and a wage and classification study pending approval of funding at a special or annual town meeting. It is understood that there will be no salary reductions as a result of the study.

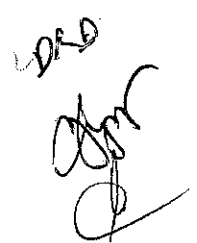
IN WITNESS WHEREOF, the parties duly authorized representatives have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FOR THE TOWN OF MARSHFIELD

FOR AFSCME, LOCAL 1700

  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



*(Signature)*

July 1, 2011 to June 30, 2012

Table # 37 Effective Period:

Table Name: CLERICAL TOWN

*Annual Amount and Period Pay Salary Table calculations based on the Annual Amount Divided Down to the Pay Period and then the Hourly Rate,*

Using a Pay Frequency of: 52.200 and a Factor of: 37.5


[illegible]

22

July 1, 2012 to June 30, 2013

Table # 37 Effective Period:

Using a Pay Frequency of: 52.000 and a Factor of: 37.5





July 1, 2013 to June 30, 2014

Table # 37 Effective Period:

Using a Pay Frequency of: 52.200 and a Factor of: 37.5

W. B. G.

TOWN OF MARSHFIELD  
SALARY SCHEDULE  
CLERICAL UNION  
FY2012 CONTRACT 2.0%  
7/1/2011  
ANNUAL

52,200

GRADE	STEP 1	STEP 2	STEP 3	STEP 4
4	\$27,362	\$27,822	\$28,932	\$30,088
5	\$29,511	\$30,686	\$31,918	\$33,185
6	\$32,554	\$33,854	\$35,211	\$36,620
7	\$35,909	\$37,339	\$38,839	\$40,389
8	\$39,600	\$41,191	\$42,834	\$44,546
9	\$43,692	\$45,430	\$47,244	\$49,142

TOWN OF MARSHFIELD  
SALARY SCHEDULE  
CLERICAL UNION  
FY2013 CONTRACT 2.0%  
7/1/2012  
ANNUAL

52,000

GRADE	STEP 1	STEP 2	STEP 3	STEP 4
4	\$27,910	\$28,378	\$29,511	\$30,690
5	\$30,102	\$31,300	\$32,556	\$33,849
6	\$33,205	\$34,531	\$35,915	\$37,352
7	\$36,627	\$38,086	\$39,616	\$41,197
8	\$40,392	\$42,015	\$43,691	\$45,437
9	\$44,566	\$46,339	\$48,189	\$50,124

TOWN OF MARSHFIELD  
SALARY SCHEDULE  
CLERICAL UNION  
FY2014 CONTRACT 2.0%  
7/1/2013  
ANNUAL

52,200

GRADE	STEP 1	STEP 2	STEP 3	STEP 4
4	\$28,468	\$28,946	\$30,101	\$31,304
5	\$30,704	\$31,926	\$33,207	\$34,526
6	\$33,869	\$35,222	\$36,633	\$38,099
7	\$37,359	\$38,847	\$40,408	\$42,021
8	\$41,200	\$42,855	\$44,565	\$46,346
9	\$45,457	\$47,266	\$49,153	\$51,127

WEEKLY

GRADE	STEP 1	STEP 2	STEP 3	STEP 4
4	\$524.18	\$532.99	\$554.25	\$576.40
5	\$565.34	\$587.85	\$611.46	\$635.73
6	\$623.64	\$648.54	\$674.54	\$701.53
7	\$687.91	\$715.31	\$744.04	\$773.74
8	\$758.62	\$789.10	\$820.57	\$853.37
9	\$837.01	\$870.31	\$905.06	\$941.42

WEEKLY

GRADE	STEP 1	STEP 2	STEP 3	STEP 4
4	\$536.73	\$545.73	\$567.52	\$590.19
5	\$578.88	\$601.92	\$626.08	\$650.94
6	\$638.56	\$664.06	\$690.67	\$718.31
7	\$704.37	\$732.42	\$761.85	\$792.25
8	\$776.77	\$807.98	\$840.21	\$873.79
9	\$857.04	\$891.13	\$926.71	\$963.92

WEEKLY

GRADE	STEP 1	STEP 2	STEP 3	STEP 4
4	\$545.36	\$554.52	\$576.65	\$599.69
5	\$588.20	\$611.61	\$636.15	\$661.42
6	\$648.83	\$674.75	\$701.78	\$729.87
7	\$715.69	\$744.20	\$774.10	\$805.00
8	\$789.27	\$820.98	\$853.74	\$887.85
9	\$870.82	\$905.48	\$941.63	\$979.44

HOURLY (37.5 hrs)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4
4	\$13.98	\$14.21	\$14.78	\$15.37
5	\$15.08	\$15.68	\$16.31	\$16.95
6	\$16.63	\$17.29	\$17.99	\$18.71
7	\$18.34	\$19.07	\$19.84	\$20.63
8	\$20.23	\$21.04	\$21.88	\$22.76
9	\$22.32	\$23.21	\$24.13	\$25.10

HOURLY (37.5 hrs)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4
4	\$14.31	\$14.55	\$15.13	\$15.74
5	\$15.44	\$16.05	\$16.70	\$17.36
6	\$17.03	\$17.71	\$18.42	\$19.15
7	\$18.78	\$19.53	\$20.32	\$21.13
8	\$20.71	\$21.55	\$22.41	\$23.30
9	\$22.85	\$23.76	\$24.71	\$25.70

HOURLY (37.5 hrs)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4
4	\$14.54	\$14.79	\$15.38	\$15.99
5	\$15.69	\$16.31	\$16.96	\$17.64
6	\$17.30	\$17.99	\$18.71	\$19.46
7	\$19.09	\$19.85	\$20.64	\$21.47
8	\$21.05	\$21.89	\$22.77	\$23.68
9	\$23.22	\$24.15	\$25.11	\$26.12

PS

JSR