

TOWN OF MARSHFIELD

Department of Public Works

Union Contract

July 1, 2011, through June 30, 2014

TABLE OF CONTENTS

| | PAGE |
|--|----------------------|
| ARTICLE I Recognition | <u>3</u> |
| ARTICLE II Management | <u>3</u> |
| ARTICLE III Union Security | <u>4</u> |
| ARTICLE IV Union Dues & Agency Service Fee | <u>4</u> |
| ARTICLE V No Strikes or Lockout | <u>4</u> |
| ARTICLE VI Grievance and Arbitration Procedure | <u>5</u> |
| ARTICLE VII Temperance | <u>6</u> |
| ARTICLE VIII Seniority | <u>6</u> |
| ARTICLE IX Job Posting and Bidding | <u>9</u> |
| ARTICLE X Hours of Work | <u>10</u> |
| ARTICLE XI _a Overtime Compensation | <u>11</u> |
| ARTICLE XII Union Representatives | <u>13</u> |
| ARTICLE XIII Meal Periods | <u>13</u> |
| ARTICLE XIV Rest Periods | <u>13</u> |
| ARTICLE XV Clean-up Time | <u>13</u> |
| ARTICLE XVI Holidays | <u>13</u> |
| ARTICLE XVII Vacations | <u>15</u> |
| ARTICLE XVIII Sick Leave | <u>16</u> |
| | Sick Leave Incentive |
| ARTICLE XIX Funeral Leave | <u>18</u> |
| ARTICLE XIX A Personal Emergency Leave | <u>18</u> |
| ARTICLE XIX B Personal Leave of Absence | <u>19</u> |
| ARTICLE XIX C Leave for Union Position | <u>19</u> |
| ARTICLE XX Jury Duty | <u>20</u> |
| ARTICLE XXI Uniforms and Protective Clothing | <u>20</u> |
| ARTICLE XXII Safety Committee Code | <u>21</u> |
| ARTICLE XXIII Miscellaneous Provisions | <u>21</u> |
| ARTICLE XXIV Classification Plan and Pay Rates | <u>22</u> |
| ARTICLE XXV Stand-by Compensation | <u>26</u> |
| ARTICLE XXVI Longevity Pay | <u>26</u> |
| ARTICLE XXVII Annual Evaluation | <u>26</u> |
| ARTICLE XXVIII Effective Date, Renewal and Termination | <u>26</u> |
| Appendix | 29 |

AGREEMENT

This agreement dated , between the Town of Marshfield (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, and its Local 1700 (both of which are hereinafter referred to as the Union) is in settlement of negotiations entered into between the Employer and the Union in accordance with the provisions of the agreement between the Employer and the Union.

The Parties hereto agree as follows:

- 1 The Employer and the Union hereby agree upon an Agreement to become effective July 1, 2011.
2. This Agreement has as its purpose the promotion of harmonious relationships 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 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive Bargaining Agency in the Town of Marshfield for employees of the Highway, Water, Wastewater, Solid Waste, and Cemeteries/Trees/Greens divisions of the Marshfield Department of Public Works.

1.2 This Agreement excludes Employees of the Department of Public Works who perform the following functions:

- All division supervisors
- Employees in the Engineering Division
- Administrative and clerical employees

1.3 There shall be no discrimination, interference, restraint, or coercion by the Employer or any of its agents against any members because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership, and also not to solicit membership on Employer time when this will interfere with normal work situation.

ARTICLE II - MANAGEMENT

2.1 The Employer retains the exclusive right and responsibility to manage the Department and to direct the working forces subject to the provisions of this Agreement; including the right to relieve employees from duty because of lack of work or for other legitimate reasons, subject to the provisions of the grievance and arbitration procedure. Any rights or authority the Employer had prior to the signing of a Union Agreement are retained by the Employer, except those rights which are specifically and explicitly modified by the provisions of this Agreement.

2.2 Should any Article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court or competent jurisdiction, such decision of the court shall apply only

to the specific Article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, section or portion thereof. Such negotiations shall be confined to the subject matter of the section found unlawful and shall not constitute a reopener of this Agreement.

ARTICLE III - UNION SECURITY

3.1 Union security shall be governed by Massachusetts General Laws, Chapter 180, Section 17A, and this Agreement, insofar as it does not conflict with the aforementioned Chapter 180.

ARTICLE IV - UNION DUES & AGENCY SERVICE FEE

4.1 Employees shall tender monthly membership dues. The Employer agrees to deduct Union membership dues levied in accordance with the provisions of M.G.L. Chapter 180, Section 17A, from the pay of each employee who executes or has executed such form (unless terminated in accordance with Article III above) and remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made on such date as is mutually agreed.

4.2 Each employee within the bargaining unit who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment a service fee to the Union in an amount that is proportionally commensurate with the cost of collective bargaining and contract administration, but shall not be more than the amount of periodic dues paid by employees who are members of the Union. This Section shall not become operative as to employees in the bargaining unit until thirty (30) days after hire, in the case of new hires, or thirty (30) days after this Agreement has been formally executed in the case of all other bargaining unit employees. Further, this Article shall not become operative unless it is instituted pursuant to the provisions of Chapter 150E of the Laws of the Commonwealth of Massachusetts and the rules and regulations of the State Labor Relations Commission, which requires, in part, that an Agency Service Fee be instituted only on a vote of a majority of all employees in the bargaining unit present and voting.

The Union shall reimburse the Town for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying an Agency Fee. The Union will intervene in and defend any administration or court litigation concerning the propriety of such termination for failure to pay the Agency Fee. In such litigation the Town shall have no obligation to defend the termination.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Town to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of 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 or authorize payment of the required service fee after having sufficient time to do so.

ARTICLE V - NO STRIKES OR LOCKOUTS

5.1 The Employer agrees that there will be no lockout of the employees during the term of this Agreement or during any period of time while negotiations are in progress between the parties for a continuance or renewal of it.

5.2 The Union agrees that no employee shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services during said term and any such period of negotiation. The Union also agrees that, although overtime work is voluntary (Article XI), there shall be no concerted action in refusing overtime because of some dissatisfaction with negotiations or working conditions. "Concerted action" is defined as meaning 20% or more refusals. In the event that the regular personnel of the Bargaining Unit are not available in sufficient numbers, the Employer has the right to hire any other people in the Town and/or private contractors, to perform the work and the Union agrees that there will be no intimidations or interference with such activities.

ARTICLE VI - GRIEVANCE AND ARBITRATION PROCEDURE

6.1 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 shall be a grievance under this Agreement. It shall be settled in the following manner:

Step 1. The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the DPW Superintendent within five (5) working days of the date of the grievance or his knowledge of its occurrence. The DPW Superintendent shall attempt to adjust the matter and shall respond to the steward within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Town Administrator within five (5) working days after the DPW Superintendent's response is due. The Town Administrator shall respond to the steward in writing within ten (10) working days.

Step 3. If the grievance has not been settled, it shall be presented in writing to the Selectmen within five (5) working days after the Town Administrator's response is due. If the Union feels the Town Administrator may present a biased presentation of the grievance, the Board of Selectmen or its Chairperson will meet with the Union within fifteen (15) working days to hear the Union's presentation of the grievance. The Selectmen shall respond to the steward in writing within ten (10) working days.

Step 4. If the grievance is still unsettled, either party may, within thirty (30) working days after the reply of the Selectmen is due, by written notice to the other, request arbitration by the American Arbitration Association.

6.2 If the employee and/or the union fail to present a grievance within the time limits specified above, the grievance shall be deemed waived by the employee and the union. The parties may agree, by a writing signed by the parties, to extend a time limit imposed under this section.

6.3 The Arbitration proceeding shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an Arbitrator, The Labor Connection shall be requested by either or both parties to provide a list of five arbitrators. The party which files for arbitration shall pay the fee to The Labor Connection. Both the Employer and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process shall then be repeated and the remaining person shall be the arbitrator.

6.4 The function and jurisdiction of the impartial Arbitrator shall be fixed and limited by this basic agreement and he shall have no power to alter its terms. The written decision of the impartial Arbitrator shall be binding on both parties and he shall be requested to issue his decision within (30) days after the conclusion of testimony and argument. Grievance or arbitration settlements involving retroactivity shall be made effective as of the date mutually agreed upon by the parties or as determined by the Arbitrator, but in no event shall the date be earlier than the date of the grievance.

6.5 The expenses for the Arbitrator's service and the proceedings shall be borne equally by the Employer and the Union.

6.6 Grievances involving disciplinary action may be processed beginning at the second step. If the case reaches arbitration, the Arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

6.7 Disciplinary Action, up to and including termination, may be appealed as follows:

Step 1. The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the DPW Superintendent within five (5) working days of the date of the grievance or his knowledge of its occurrence. The DPW Superintendent shall attempt to adjust the matter and shall respond to the steward within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Town Administrator within five (5) working days after the DPW Superintendent's response is due. The Town Administrator shall respond to the steward in writing within ten (10) working days.

Step 3. If the grievance has not been settled, it shall be presented in writing to the Board of Public Works within five (5) working days after the Town Administrator's response is due. The Board of Public Works shall respond to the steward in writing within ten (10) working days.

Step 4. If the grievance is still unsettled, either party may, within thirty (30) working days after the reply of the Board of Public Works is due, by written notice to the other, request arbitration by the The Labor Connection.

The above process is limited to grievances involving reprimands, suspensions, demotions and termination. All other grievances must be resolved pursuant to Section 6.1 Reprimands shall be subject to the grievance procedure through the Board of Public Works level but in no event shall be subject to arbitration.

ARTICLE VII - TEMPERATURE

7.1 Except in cases of emergency, when the temperature becomes oppressive, either hot or cold, the continuance of work for the duration of the shift will be at the discretion of the Supervisor. Should the Supervisor order the suspension of work for the remainder of the shift, the men so relieved will be paid straight time rates to the end of the shift. However, the Supervisor may reassign the men to areas where the heat or cold is not so oppressive as to warrant consideration of relief from work.

ARTICLE VIII - SENIORITY

8.1 The length of service of an employee in the Bargaining Unit shall determine the seniority of an employee, provided, however, that the new employee and those hired after a break in continuity of service will be regarded as probationary employees for twelve (12) calendar months of actual work after their employment and will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by the Employer. Probationary employees continued in the service of the Employer for twelve (12) calendar months of actual work shall receive full continuous service credit from the date of such employment.

8.2 Except as otherwise provided in this Agreement and unless the employee is on leave of absence on Union business, an employee will cease to have any rights based on seniority if:

- a. he quit his employment, or
- b. he is discharged for cause, or
- c. he is absent due to physical disability which continues for more than one (1) year, except that an employee absent in excess of such period due to compensable disability incurred during the course of employment and who returns to work within thirty (30) days after his recovery from such disability will not lose seniority because of such absence, or
- d. he has less than twelve (12) calendar months of employment with the DPW at the time of layoff, or
- e. he is laid off from active employment for eighteen (18) months or the length of his service with the Town whichever is less, or
- f. he violates the provision of the Layoff and Recall Procedure.

8.3 Notwithstanding anything to the contrary in this Agreement, the Employer may require the retirement of an employee in the Unit at the age of 65.

8.4 In all cases of promotion, demotion, increase, decrease, or transfer of forces, ability to perform the work satisfactorily and length of continuous service shall be the determining factors in promotion or assignment.

8.5 Each Division shall be considered to be a separate seniority unit and the employees in each Division shall be given preference within their own Division, except for the provisions of the Layoff and Recall Procedure of Article VIII A.

8.6 Bargaining Unit employees will be offered emergency overtime work before non-bargaining unit people are given the work, provided they are qualified, and will be paid at their regular rate of pay in computing the overtime. The overtime will be offered in accordance with Article XI - Overtime, paragraph 5, and in line with seniority and qualifications.

8.7 The Employer shall prepare and maintain a list of employees according to seniority dates as required by this Agreement. The rights of employees under this Layoff and Recall Article shall be determined in accordance with the employee's position on the seniority list.

8.8 The term layoff means a reduction in the number of employees in a job title within a division of the Department of Public Works because of a lack of work in such a job description or where a Town Meeting fails to vote to provide the necessary funds to perform the work within a Division of DPW, during the term of the Agreement.

8.9 The following situations shall not constitute a layoff and accordingly shall not be governed by the layoff provisions of this Article.

- a. A change in the place of performance of the work from one Division or work area to another.
- b. A change whereby work performed on one shift is to be performed on a different shift.

8.10 An employee's layoff rights shall be processed by the Town as follows:

Step 1. The least senior employee in the affected job title may displace a less senior employee in the next lowest job title within his own Division in which he has proved satisfactory recorded work experience of twelve (12) calendar months with the Town or upon notification of his displacement rights he may exercise the option to apply for any job title in the same or lower salary grade occupied by a less senior employee in another division provided he has had previous satisfactory qualifying experience of at least twelve (12) calendar months within the last five (5) continuous years of service. The Employee must notify the Town of his qualifications and how he will exercise his rights and options within twenty-four hours of his notice of layoff from the present job title. When an employee exercises his/her rights under this step the interpretation of the meaning of job title will be the classifications listed in Article XXV, section 2, of the current Agreement. Additionally, the Head of the Department of Public Works may waive the requirement of "satisfactory qualifying experience of at least twelve (12) calendar months within the last five (5) years of service" as specified in the second part

of step I (option for the employee to apply for any job title in the same or lower salary grade in another division) if, in his opinion, the nature of the work and prerequisite requirements are so similar as to allow such waiver of experience.

Step 2. The employee may displace the least senior employee in his own or any other Division of the Department of Public Works in job titles in wage scales B61 and B62. It is understood and agreed that an employee displacing another employee must have the ability and qualifications in accordance with Town standards to perform the work of the displaced employee and an employee may not displace any employee in a job classification from which he had previously been removed for just cause. Any employee affected by the layoff may elect, at any point in the displacement process, not to displace another employee. In such an event, the employee shall be laid off from active employment with recall rights as provided herein. An employee who elects to displace another and is reclassified into a job title with the same or lower maximum pay shall receive his present pay or the nearest lower step in a different wage scale but in no case more than his current pay or the maximum of the new lower wage scale.

8.11 Recall to fill a position to which the employee on a layoff status has rights shall be in order of seniority not withstanding other provisions of this agreement and specifically Article VIII and Article IX. However, should an employee elect to exercise his rights to retire or collect unused accumulated sick leave during the first six (6) months while on layoff status, he will be removed from the recall list and be terminated. After being on layoff for period of six (6) months or more, the employee may request and receive payment for all accumulated sick leave.

The employee may be recalled to any job title to which he had layoff rights until returned to the original job.

An employee not actively working for the Town has twenty-four (24) hours to accept the recall and seventy-two (72) working hours to report. Failure to accept and return from recall within the specified time shall be considered as voluntary termination of employment. Failure to accept immediate recall assignment when actively working for the Town removes any recall rights.

Salary at time of recall will be adjusted to include all interim negotiated adjustments but accrual of sick leave eligibility and seniority for step increases are suspended while not actively employed.

8.12 Any deviation from this Layoff and Recall Procedure may be made by mutual written agreement between the Town and the Union and the affected employee.

8.13 Certain employees presently employed by the Town have, in the past, been employed by the Town in job classification of a higher grade and pay scale. Those employees, when properly identified by the parties, may displace a less senior employee in that higher rated job title if the employee had proven satisfactory recorded work experience of twelve (12) calendar months or more in the higher rated job title. This exception to the general Layoff and Recall Procedure shall be effective only after the parties have mutually agreed as to the identity of the employees and their work record.

8.14 Recall rights shall cease after eighteen (18) months separation from service. Employees may cross divisional lines to return to the original position. There shall be in effect no divisional lines with respect to recall rights and procedures.

8.15 The Town will offer recall rights, in accordance with the terms of the current Agreement, to any eligible employee prior to posting any future opening in the bargaining unit.

ARTICLE IX - JOB POSTING AND BIDDING

9.1 When a position covered by this Agreement becomes vacant, (other than a temporary vacancy) the employer shall either post the vacancy within (5) working days of the date it became vacant or within five (5) days notify the Union President of the disposition of the vacated position (i.e., reassignment to another division or section, redescription, temporarily to remain unfilled, job abolished, etc). Employees interested in filling the job vacancy shall apply, in writing, within the three (3) working day period. Within ten working days of the expiration of the posting period, the Employer will award the position to the most senior applicant considered qualified. Within ten working days the Employer will award the position after having given due consideration to seniority, skill, competency, ability and qualifications of all candidates and all other relevant factors. Whenever the above factors are equal the employer will award the position to the most senior person. Nothing in this agreement shall 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.

- a. Any official of the local Union may make application for a job in behalf of any employee absent because of physical disability or other legitimate reasons, provided the absent employee is available and physically able to do the job.

9.2 The successful applicant shall be given a one hundred eighty (180) working day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined that the employee is not qualified to perform the work, he shall return to his old position and rate. If, after ninety (90) days, the Employee has failed to meet all position requirements and obtain all necessary licenses, the Superintendent of Public Works may assign the Employee to a lower rated position, only if a lower rated position is available, and if the Employee meets all position requirements for that position. This period may be extended by the Superintendent of the DPW if license training or testing is available on a limited basis. The ninety (90) day period may be extended to one hundred eighty (180) days by mutual consent of the Town and the Union.

9.3 If no applicant is qualified, the Employer may fill the position from outside the Bargaining Unit.

9.4 The Employer shall post the names of the employees and newly hired or transferred people awarded the jobs within ten (10) working days of expiration of the posting period.

9.5 Any employee in the Department of Public Works may sign any job posting, but his claim to the job shall be subject to Article VIII, Section 5.

9.6 When a job is changed to the extent that, by re-evaluation it is upgraded in pay grade, the incumbent, if he has been in the job at least six months, shall be reclassified without the position being posted for bidding.

9.7 Once an employee is assigned to a job, he must remain on such job for three months before being eligible to sign another posting.

ARTICLE X - HOURS OF WORK

10.1 The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

10.2 The work week shall consist of five (5) consecutive eight-hour days, exclusive of lunch periods. The normal work week shall consist of an eight-hour day, Monday through Friday, and will not be changed in order to avoid overtime premium payments, except for continuous operations (landfill operations, water pumping operations and sewer operations).

10.3 Each employee shall be scheduled to work a shift with regular starting and quitting time and once his work week has started his work schedule for the week will not be changed except for emergency situations and after discussion with the Union and the employee.

10.4 Nothing in this Agreement prevents the Employer from varying normal weekly work schedules in unusual situations or emergency situation.

10.5 Summer hours may be authorized each year with the approval of the Board of Public Works.

ARTICLE XI - OVERTIME COMPENSATION

11.1 Employees who work over eight (8) hours a day or forty (40) hours a week shall be paid at the rate of time and one-half for the overtime hours. Emergency overtime on holidays will be paid at double time rate

11.2 Any employee called back to work during the day shift and during the second shift, after having completed his assigned work and left his place of employment, and before his next regular scheduled starting time, will be guaranteed a minimum of two (2) hours' pay. Any such employee (except an employee on stand-by) called back to work from midnight to the start of the day shift will be guaranteed a minimum of three (3) hours' pay. Employees on stand-by will continue to receive two (2) hours' reporting pay. For the purpose of this section, reporting pay shall be described as follows:

An employee who is asked to report for a call on overtime shall be paid according to this section and his reporting time shall remain continuous for two (2) or three (3) hours, whichever applies, so he may be required to handle any other calls which might be received during the same period, without being entitled to further reporting pay, regardless of whether he has returned home. If, however, the employee receives another call after his first reporting time period has

lapsed and he has returned home, then he will be entitled to a second reporting time payment (2 or 3 hours) and the second reporting time period shall remain continuous just like the first, with the process of accounting for the number of calls and time spent beginning over again, etc.

11.3 Overtime shall be equitably distributed among personnel in each area who ordinarily perform such related work in normal course of their work week, provided, however, that in an emergency the Employer may fill the jobs with the first available and qualified men he can get. However, if the senior man is called and presents himself, he shall be allowed to work.

11.4 The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the shop steward with the Supervisor of the division involved.

11.5 Overtime shall be voluntary. There shall be no discrimination against an employee who declines to work overtime, but he will be put at the bottom of the list unless he presents sufficient reason for declining.

11.6 The Employer may hire temporary and/or part-time help in accordance with present practices. All weekend (Saturday, Sunday and Holidays) shift work will be offered to full-time employees before any part-time or summer employees.

11.7 Management personnel will not perform any job which will deprive an employee of overtime unless all qualified employees have refused or cannot be located, except in emergencies.

11.8 An Employee not offered overtime in his turn will be assigned next overtime until he receives his share.

11.9 Employees shall receive time and one-half for Saturday and Sunday work as such, provided these days are not part of their regularly scheduled work week.

11.10 a. Hours worked on overtime will be logged by individual Divisions for each employee and posted on a special bulletin board for this purpose.

b. Overtime in each Division will be given to the low man in hours of overtime worked, starting with senior employees. If overtime has to be assigned to employees in another Division, and in accordance with Section 3, the employees with the least overtime hours recorded will be, given the overtime work.

c. Employees who refuse overtime will be considered as having worked for the purpose of determining equitable distribution of overtime.

11.11 a. Continuous Operation is a term applied to certain stated functions of the DPW, namely: landfill operations, water pumping operations and sewer operations, which may require extended or continuous hours of operation to provide essential service to the public and cannot be manned effectively with all employees scheduled to work the normal work week. For functions defined as continuous operations, the scheduled work week will be eight (8) hour days for five (5)

consecutive days in the week. This allows work operations to be conducted in shifts or on Saturday and Sunday without payment of overtime unless the work day exceeds eight (8) hours or is a holiday or paid day off authorized under the contract.

- b. The scheduled work week for continuous operations will not be changed once the work week has started except as necessary on holidays and paid days off to maintain equitable distribution of overtime among all employees in a particular work function. Under normal circumstances, employees will receive a Saturday or Sunday off each week.
- c. Employees working on continuous operation will be given eight (8) hours pay for any holiday or paid day off that falls on their scheduled day off. When such employee is called in to work on these days, he will be paid at the overtime rate for all hours worked on that day.
- d. Employees working Sundays from April 1 through October 31 shall receive Double time for hours actually worked under the following conditions;
 - 1. Must work 5 consecutive days the following week (after Sunday), unless personal day applied (personal days may be applied not more than twice.
 - 2. Not applicable to Employees carrying the beeper or on call.
 - 3. Holidays will count as a day worked.
 - 4. Effective July 1, 2012.

ARTICLE XII - UNION REPRESENTATIVES

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

12.2 The above shall be granted reasonable time off during working hours to investigate and settle grievances that cannot be deferred until after working hours, in which case they will give reasonable notice to the Supervisor ahead of time.

12.3 The number of stewards shall be a minimum of four (4), or one for each twenty (20) employees.

ARTICLE XIII - MEAL PERIODS

13.1 All employees shall be granted an unpaid meal period of one-half hour's duration during their shift. Whenever possible, the meal period shall be scheduled in the middle of the shift.

13.2 The employer shall allow a meal period of thirty (30) minutes to any employee who is requested to and does work more than two (2) hours straight through beyond the end of his shift,

or if is called back to work before 6: 00 P. M. If called back to work after 6: 00 P. M., he shall be allowed a meal break of thirty (30) minutes every four (4) hours. The employee is on the clock during such meal breaks and provides and pays for his own meal.

ARTICLE XIV - REST PERIODS

14.1 All employees are entitled to a ten-minute break during each one-half shift, as near to the middle of each one-half shift as possible and every four hours thereafter on overtime.

ARTICLE XV - CLEAN-UP TIME

15.1 Employees shall be granted a ten (10) minute personal clean-up time immediately prior to the end of the employee's time worked. Work schedules shall be arranged so that employees may take advantage of this provision with facilities presently available. Sufficient time shall be allowed the employees to return to their garage or central location to take advantage of this provision.

ARTICLE XVI - HOLIDAYS

16.1 The following days, Monday through Friday, shall be considered to be paid holidays within the meaning of this Agreement, on the day they are legally celebrated:

- | | |
|--|------------------------------|
| a. New Year's Day | g. Columbus Day |
| b. Washington's Birthday | h. Veteran's Day |
| c. Patriot's Day | i. Thanksgiving Day |
| d. Memorial Day | j. Christmas Day |
| e. Independence Day | k. Half day before Christmas |
| f. Labor Day | l. Martin Luther King Day |
| m. An employee who wishes to attend church services on Good Friday may make such request of his Supervisor, who may grant such request at his discretion, if the work load permits, without loss of pay. | |

16.2 a. The Friday after Thanksgiving and a Floating Day during Christmas week, as follows: If Christmas is on Tuesday, Monday will be a paid day off, if on Thursday, Friday will be a paid day off. Employees working on a paid day off shall be paid at the rate of time and one-half.

- b. If Christmas falls on a Tuesday, there will be no half day before Christmas as shown in Section 1k above. For all other days, there shall be a half day on the working day prior to Christmas.

16.3 All full-time and continuous part-time employees who are not required to maintain essential Town services shall be excused from duty on these days without loss of pay provided:

They have worked on their last regularly scheduled working day prior to and their next regularly scheduled working day following such holiday (except leaving for or returning from vacation) or were on full pay status on such preceding or following days because of Jury Duty, Funeral Leave, or available sick leave. However, if an employee is absent on the days referred to before and after the holiday because of illness or accident, he will be paid for the holiday under the following condition:

He will be allowed one such absence without a doctor's statement of validity during a calendar year. For more than one such absence, a doctor's statement may be required or a letter from the employee stating the nature of the illness or accident.

16.4 Employees who perform work on a paid holiday shall be paid at the rate of time and one-half for all hours worked in addition to their regular holiday day pay, provided they are in compliance with Article XVI, Section 2, as amended on August 5, 1969.

16.5 An Employee shall be granted an additional day of vacation, if, while on vacation leave, a designated holiday occurs which is legally observed on Monday, Tuesday, Wednesday, Thursday, or Friday.

16.6 Should any holiday occur on an employee's normal day off, Monday through Friday, he shall be given holiday pay in accordance with Article XVI, Section 2.

16.7 If a holiday now in the contract falls on Saturday, employees will be given a day's pay, provided they are in compliance with Article XVI, Section 2.

16.8 An employee on Continuous Operations shall be given a day's pay if a holiday or paid day off falls on his scheduled day off.

ARTICLE XVII - VACATIONS

17.1 A full-time permanent employee in continuous service whose date of hire is prior to December 1st shall be granted two weeks vacation with pay as of June 1.

17.2 A full-time permanent employee whose date of hire is between December 1 and June 1 shall be granted one (1) day of vacation for each full month of continuous service completed prior to June 1, but not to exceed one (1) week of vacation.

17.3 Employees may bank two (2) weeks of their vacation and use it the following year, with the approval of the DPW Superintendent.

17.4 Effective July 1, 1985, a full-time permanent employee having five (5) years of continuous service shall be granted three (3) weeks vacation with pay on his/her anniversary date if prior to December 1; otherwise not until June 1.

17.5 Effective July 1, 1985, a full-time permanent employee having ten (10) years of continuous service shall be granted four (4) weeks vacation with pay on his/her anniversary date if prior to December 1; otherwise not until June 1.

17.6 Effective July 1, 2000, after twenty years a full time continual service employee will be granted five weeks vacation with pay on his/her anniversary date if prior to December 1; otherwise not until June 1.

17.7 Exceptions to the requirements of paragraph 3 permitting an employee to schedule his vacation allowance in a different manner may be made with the approval of the DPW Superintendent if his scheduled work week is Monday through Friday or part thereof.

17.8 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 has 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.

17.9 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 are given previously) or by retirement, or by entrance into the armed forces, shall be paid 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 June 1.

17.10 Absences on account of sickness in excess of that authorized under the rules thereof or for personal reasons as provided for elsewhere may, at the discretion of the DPW Superintendent, be charged to vacation leave.

17.11 Vacation allowance provided under the terms of this section will be calculated on a twelve month period commencing on June 1 and ending on May 31. In unusual circumstances, exceptions may be granted by the Superintendent. Such vacation shall be at such time as will cause the least interference with the performance of the regular work of the Town.

17.12 An employee shall not be allowed to work during his vacation leave and be compensated with extra pay without the approval of the Superintendent.

17.13 Employees who request vacation allotments before the vacation period shall be allowed to receive their pay request on the last day of work preceding their vacation.

17.14 Permanent part-time employees are entitled to pro-rated vacation allowance.

17.15 Shift differential is to be included in the vacation pay of any employee regularly assigned to the second or third shifts.

17.16 For the purpose of vacation entitlement and pay, the vacation week shall be defined as a calendar week and pay for the vacation week shall not exceed five (5) working days' pay.

17.17 No more than one week (5 days) of vacation may be used by an employee one day at a time. A minimum of two weeks notice is required for vacation day requests.

17.18 Vacations will be granted on a seniority basis within divisions. Vacation choices shall be made no later than April 1st in each year from a vacation list composed by the Superintendent and vacation schedules will be posted no later than June 1st.

17.19 No more than one Wastewater employee, two Cemetery employees, two Water employees and three Highway employees shall be able to be on vacation simultaneously except by written approval of the Superintendent.

ARTICLE XVIII - SICK LEAVE

18.1 Effective January 1, 2013, all permanent full-time employees shall accrue paid sick leave entitlement at the rate of one (1) day per month. This shall entitle each permanent full-time employee to be granted twelve (12) days per year. All unused sick leave days shall accumulate to a maximum of 150 days. All full time employees with five years continuous service and 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 January 1 to December 31.

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 recredited with his sick leave.

18.2 Paid sick days must be days an employee is scheduled to work. Regularly scheduled days off shall not be charged to sick leave during any period an employee is on paid sick leave.

18.3 Any sick leave of a duration of more than five (5) consecutive work days shall be substantiated by a doctor's certificate.

18.4 The Superintendent may of his own motion require a medical examination of any employee who reports his inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Superintendent.

18.5 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 employee's 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 100% basis. Total days to be considered for buyback shall not exceed 150 days regardless of whether compensation is under provision b, c or a combination of both.

18.6 Notwithstanding any provisions of this Agreement to the contrary, 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.

18.7 Sick leave shall accumulate while an employee is on full pay status.

18.8 A full-time permanent employee on paid sick leave is entitled to holiday pay.

18.9 The Superintendent or his designee shall maintain a record for each employee of all sick leave used and accumulated.

18.10 Delete

18.11 An employee may loan a portion of his accumulated sick leave days to another employee who is on a prolonged illness (thirty (30) 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 days below a total of fifteen (15). An employee shall not be allowed to loan any accrued sick leave days beyond his accumulated one hundred and fifty (150) days. The Town shall not be held responsible for the operation of this section and employees making any loan of sick days must submit their request in writing to the Superintendent for his approval.

18.12 An unusual pattern of absences and/or excessive absenteeism without specifically identifiable and reasonable cause shall be just cause for serious discipline including discharge. This section shall not prevent the employer from taking disciplinary action in any case of actual sick leave abuse.

18.13 Employees Hired after July 1, 2012 Shall be eligible for a maximum Accumulation of 150 days.

18.14 Effective July 1, 2013, if the members of this Bargaining unit Collectively average five (5) days or less for the entire calendar year, each member of the unit shall be paid \$200.00 on March 1st of the following year.

ARTICLE XIX - FUNERAL LEAVE

19.1 In the event of the death occurring in the immediate family of an employee, he or she may be granted bereavement leave without loss of pay up to a maximum of three (3) regular work days commencing either on the day of death or the three (3) regular work days immediately following the day of death. For the purpose of this section the immediate family shall be the employee's spouse, parents, parents-in-law, brother, sister, children, grandparents, stepmother and stepfather. 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, grandchild, brother-in-law, sister-in-law, during the normal working week.

19.2 Pay for all such absences will be at the employee's standard hourly rate of pay, and shall be allowed only if the employee attends the funeral.

ARTICLE XIX(A) - PERSONAL EMERGENCY LEAVE

19A.1 In any fiscal year, an employee shall be granted three (3) days of paid leave to conduct personal emergency business under the following conditions:

- a. It is recognized that the absence of the employee from work interrupts the continuous operations, upkeep and productivity of the highest quality which is expected of Town employees and must therefore be held to a minimum. It is understood that employees will make every effort to attend to their personal business on " non-working " days and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the working commitment. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the employee during work hours and which cannot otherwise be scheduled.
- b. Application for personal emergency leave will be made in writing at least ten (10) days before taking such leave. Employees who fail to request approval in advance shall forfeit full pay for each day of unauthorized absence. If there is lack of time in an emergency situation, permission may be sought by an employee and may be granted orally by the Superintendent. Such permission must be confirmed in writing within five days after absence. Under no circumstances may personal emergency leave be taken for the purpose of extending a vacation, weekend or holiday.
- c. Personal emergency leave may be granted for the following reasons:
 1. Court obligations
 2. Mortgage closings
 3. Adoption
 4. Summons by a government agency (other than the Town of Marshfield)
 5. Or equivalent personal business affairs which cannot be reasonably scheduled.
- d. No more than one personal emergency day may be taken in 1/2 day increments.

ARTICLE XIX(B) - PERSONAL LEAVE OF ABSENCE

19B.1 The Town may, solely at its discretion, authorize a personal leave of absence for an employee of a duration not to exceed two (2) calendar months, for compelling personal reasons. The employee shall not receive any wages during this personal leave of absence and the Town shall not be obliged to extend to the employee benefits accrued under this contract. Failure to return on expiration of leave of absence shall be cause for termination of employment. The employee shall not lose seniority on timely return to employment with the DPW.

ARTICLE XIX(C) - LEAVE FOR UNION POSITION

19C.1 Leave of absence without pay or accrual of any benefits under this Agreement for the purpose of accepting a position with the International or Local Unions may be granted by mutual agreement between the parties. Adequate notice of intent to apply for leave shall be afforded local management to enable proper provisions to be made to fill the job to be vacated. Such leave shall be for a period not in excess of one (1) year but may be renewed by mutual agreement between the parties.

19C. 2 A leave of absence without loss of wages, benefits or other privileges may be granted to elected delegates or alternates of the Union to attend conventions of the State, Regional, and Parent Organizations, such leave will require the prior approval by DPW Superintendent and Town Administrator.

ARTICLE XIX(D) – MILITARY LEAVE

19D.1 An employee shall be entitled, during the time of his/her service in the Armed Forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C. 33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.

19D.2 An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee under Section 59 of C. 33, General Laws as amended.

19D.3 An employee who is a member of a reserve component of the Armed Forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

19D.4 The Town agrees to pay an adjustment to any employee called to active military duty in an amount equal to the employee's net pay minus any salary or payment received by the employee from the military or US government. Continuation of salary and benefits shall be paid for a period of up to one year from the date of activation. The Board of Selectmen shall have the sole and exclusive right to extend salary and benefits beyond the one year period, and denial of such extension shall not be subject to the grievance and arbitration procedure under the collective bargaining agreement.

ARTICLE XX - JURY DUTY

20.1 When an employee is called for Jury Duty, he shall be excused from work for the days on which he received pay for jury service.

20.2 For each such day on which he otherwise would have worked, he shall receive from the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the court, excluding allowance for travel, and this will be certified to by the Town Accountant upon presentation of the check or proper evidence of monies received for Jury Duty.

ARTICLE XXI - UNIFORMS AND PROTECTIVE CLOTHING

21.1 Effective July, 1, 2008, employees shall receive a single annual payment of \$600, in the form of a purchase order, for uniforms and boots. Any employee unable to find the appropriate uniform sizes at the designated supplier may be reimbursed for suitable purchases from a different supplier, up to \$600 per year.

21.2 The Employer agrees to provide all material, equipment, tools and license fees required to perform the duties assigned to the employees covered by this Agreement.

21.3 Employees shall be required to wear safety shoes on those jobs where foot injuries are likely to occur or be subject to disciplinary action.

ARTICLE XXII - SAFETY COMMITTEE CODE

22.1 A safety committee composed of two (2) members of the Union and two (2) representatives of the Employer shall be appointed. Said committee shall appoint its own chairman and meet regularly to review safety practices. The Employer agrees to abide by all State and Federal safety rules and regulations that are legally required to municipalities and agrees to hold regular meetings of the labor-management safety committee, which will draw up a safety code which both parties agree to enforce.

ARTICLE XXIII - MISCELLANEOUS PROVISIONS

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

23.2 Should any provision of this Agreement be found to be in violation of any Federal or State Law or Civil Service Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

23.3 No Discrimination - The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons receive the full protection of this Agreement.

23.4 Access to Premises - The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or 93, and/or local 1700 to enter the premises at any reasonable time for individual discussion of working conditions with employees provided care is exercised by such representatives that they do not interfere with the performance of duties assigned the employee.

23.5 In the event that an employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for three (3) hours at the rate to which he would be entitled for his shift.

23.6 The Union hereby recognizes and agrees that as long as the Town continues to purchase health insurance through the Plymouth County Health Plan, the Town of Marshfield shall be under no obligation with the Union with respect to any changes which may be made from year-to-year by any insurance carrier or carriers in any plan, program, or contract(s) of insurance provided to members of the bargaining unit by the Town of Marshfield with respect to the eligibility for, or payment of benefits thereunder, or co-payments or any other fees or charges required to be paid by members of the bargaining unit as a condition or receipt of any benefits provided pursuant to any such plans, programs or contract(s), no matter however denominated or described, including without limiting the generality of the foregoing, any changes in payments or co-payments associated with office visits, physicals, emergency room care or prescription drugs."

Effective July 1, 2005 (Open Enrollment May, 2005) the Town will not be required to provide an indemnity (BC/BS Master Health) health insurance plan to employees in the bargaining unit.

ARTICLE XXIV - CLASSIFICATION PLAN AND PAY RATES

24.1 The agreed upon hourly wage scales will increase effective July 1, 2011, 2%; effective July 1, 2012, 2%, and effective July 1, 2013, 2%.

24.2 Classification of position and assignment to compensation grade:

- 1 Laborer
- 2 Semi-skilled Laborer
- 3 Skilled Laborer
Truck Driver
Caretaker Transfer Station
- 4 Mason
Mechanic, Water Department
Environmental Tech Transfer Station

- 5 Tree Climber
Carpenter Sign Painter
Water Meter Installer
- 6 Water System Technician
Heavy Equipment Operator
Welder
Assistant WW Operator, (Sewer Treatment)
Dispatcher
Meter Reader
- 7 Meter Technician (Skilled Laborer)
Assistant Foreman (Highway, Water, WW and Transfer)
Mechanics
Pumping Station Operator (Water)
System Maintenance Operator (WW)
Assistant Lab Tech
- 8 Wastewater Operator, Sewer
Senior Pumping Station Operator (Water)
9. Foremen, Highway and Water and Transfer Station
Foremen – Cemetery, Tree and Greens, Equipment Maintenance
Assistant Foreman Collections (WW)
Lab Technician (Sewer Treatment)
10. Assistant Chief Operator (Sewer Treatment)

- 24.3 a. All Employees working from 3:30 P.M. to Midnight on emergency work shall be paid a differential of an additional \$.30 per hour for time worked.
- b. All employees working from Midnight to 7:00 A.M. on emergency work shall be paid a differential of an additional \$.30 per hour for time worked.
- c. Applicable differentials shall be added to the employee's hourly rate before overtime is added.
- d. Overtime shall be required in emergency situations, as determined by the Superintendent, unless the employee can provide a reasonable excuse.
- e. All employees scheduled to work a full second shift (3:30 P.M. to Midnight) on other than emergency work shall be paid a differential of \$.15 per hour for time worked.
- f. An employee shall be eligible to advance from one Step Rate to another in six (6) months provided he is qualified.

- g. Promotion - When an employee is transferred to a classification in a higher-rated compensation grade, he shall not move for less than a full step increase.
- h. Lateral Transfer - When an individual 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.
- i. The hiring rate for a given classification shall be the minimum of the rate range established for the classification for which said individual is hired unless otherwise so authorized by the Superintendent.
- j. The first sixty (60) working days of employment shall be a probationary period.

24.4 All jobs have been redescribed according to present responsibilities and job skills and the Union accepts the Job Descriptions and ratings as having been correctly described and rated in accordance with the attached job rating plan.

24.5 If an employee works three days within a work week at a higher grade of pay, that employee shall receive compensation for that higher grade of pay. A work week shall be considered Sunday through midnight Saturday. (If an employee works three (3) ~~consecutive~~ days on a higher rated job, he will be paid at the higher rate in a Step which is at least 4% higher than his regular rate.) The misclassification of any employee shall not serve as the basis for another employee to claim a higher classification or pay rate.

24.6 Effective July 1, 2012 the town will reimburse up to \$8.00 for meals for each employee that has worked outside his normal day for a Storm, Flood, or Hurricane related emergency At no time will an employee receive more than (3) three meals in a Twenty four hour period or one meal in a six hour period. An employee must work four hours beyond his regular workday to be eligible for Meal Allowance.

24.7 Reimbursement for job related License Fees. The Town will reimburse employees for job related license fees or tests as follows:

Reimbursement for license fees:

First test pass or fail, Town will reimburse employee.

Second time or beyond, the Town will only pay the employee who passes. Town will reimburse employee's for recertification of all licenses.

Effective March 1, 2013 any employee that does not have a license required for his or her position shall be Terminated.

License Fees

- A. CDL License General Knowledge plus air brakes - \$300.00 per year
- Each additional endorsement \$300.00 per year.

In order for an employee to be eligible for reimbursement of an additional endorsement they must request permission in writing from the Superintendent of Public Works and Town Administrator prior to beginning the process of obtaining the endorsement. Both the Town Administrator and Superintendent of Public Works must approve the request in writing.

B. Mass. Hoisting Engineers License \$350.00 per year

C. Water License (Distribution - Treatment) \$300.00 per year

Any license beyond what is required by job description

In order for an employee to be eligible for reimbursement of an additional license they must request permission in writing from the Superintendent of Public Works and Town Administrator prior to beginning the process of obtaining the license. Both the Town Administrator and Superintendent of Public Works must approve the request in writing.

D. Wastewater (Wastewater & Collector sys) \$200.00 per year

Any license beyond what is required by job description

In order for an employee to be eligible for reimbursement of an additional license they must request permission in writing from the Superintendent of Public Works and Town Administrator prior to beginning the process of obtaining the license. Both the Town Administrator and Superintendent of Public Works must approve the request in writing.

E \$100.00 Stipend for maintaining D.O.T. medical card

24.8 Education Incentive. Full-time employees covered by this Agreement who have had one (1) year of continuous full time service with the Marshfield Department of Public Works will be eligible for additional annual compensation at the following rates for cumulative semester hours credits earned in a degree program relating to Public Works:

| | | | |
|------------|-------|------------|-------|
| 9 credits | \$150 | 39 credits | \$650 |
| 15 credits | 250 | 45 credits | 750 |
| 21 credits | 350 | 51 credits | 850 |
| 27 credits | 450 | 57 credits | 950 |
| 33 credits | 550 | | |

| | |
|----------------------------|--------|
| Associate Degree | \$1500 |
| Associates plus 30 credits | 2000 |
| Bachelor of Science | 2500 |

Compensation will be payable in two (2) equal installments. A cut-off date for the first installment shall be February 15 with payment made on or before March 15. A cut-off date for the second installment shall be August 15, with payment on or before September 15. No incentive shall be paid under this section without written approval of the degree program or credits from the Superintendent of Public Works. The program or course must be specifically related to the employee's current position, and cannot be of a general nature.

Education assistance to defray the cost of tuition up to two (2) courses a fiscal year not to exceed five hundred dollars (\$500) total per employee will be granted to those employees

covered by the terms of this agreement who have a minimum of one (1) year's continuous full time service. In order for an employee to be reimbursed for courses and credits, he must have attained a "C" or better for such course or satisfactory completion if grades are not given.

Payments shall be approved for job-oriented educational courses only and will be made following satisfactory completion of the course(s) as stated above, based upon receipts submitted. Requests for approval shall be granted by the Superintendent prior to enrollment.

ARTICLE XXV - STAND-BY COMPENSATION

25.1 An employee on seven (7) day stand-by duty shall receive ten (10) hours' pay for the week at straight time his regular rate, in addition to pay for work performed in accordance with Article XI. Stand-by duty is any seven (7) day and night period during which an assigned employee makes himself available for emergency work. Stand-by duty is not guaranteed and may be withdrawn by the Town at any time. If an employee on stand-by gets another employee to fill in for him during the seven (7) day period, he shall be reimbursed for the whole period and the employee who fills in will not receive any compensation for the favor he is doing his co-worker. It is agreed that employees on stand-by will seldom request such fill-ins.

ARTICLE XXVI - LONGEVITY PAY

26.1 The Town shall grant upon completion of ten (10) years of continuous full-time service the sum of one hundred fifty dollars (\$150), plus the sum of fifteen dollars (\$15) for each additional year of service, (up to but not including the twentieth year) to each eligible employee, such sum to be paid annually within one (1) month of the employee's anniversary date. Upon completion of twenty (20) years of continuous full time service, the Town shall grant the sum of five hundred (\$500), plus the sum of fifty dollars (\$50) for each additional year of service thereafter. After twenty-five (25) years of service, the Town shall grant one hundred dollars (\$100) for each additional year.

ARTICLE XXVII - ANNUAL EVALUATIONS

Effective July 1, 1983, all employees in the union will have annual evaluations on their performance. The employee shall be evaluated by his supervisor and shall have the right to respond to said evaluation.

ARTICLE XXVIII - EFFECTIVE DATE, RENEWAL AND TERMINATION

28.1 This Agreement shall become effective July 1, 2011 and shall continue in effect through and including midnight June 30, 2014. The parties executed a one year agreement for the period of July 1, 2010 through June 30, 2011 that modified the effective date and duration of the prior Agreement, but made no other changes.

28.2 By giving written notice on or before January 1, 2014, either party may give notice to the other party of its desire to negotiate with respect to the terms and conditions of a new Agreement.

28.3 As of June 30, 2014, either party may terminate this Agreement provided such termination is transmitted through the Registered U.S. Mail to the responsible signatures to this Agreement, sixty (60) days prior to June 30, 2014.

28.4 All employees shall be provided with a copy of the collective bargaining agreement.

Appendix A All Employee's hired after July 1, 2011 Shall receive their pay Through Direct Deposit.

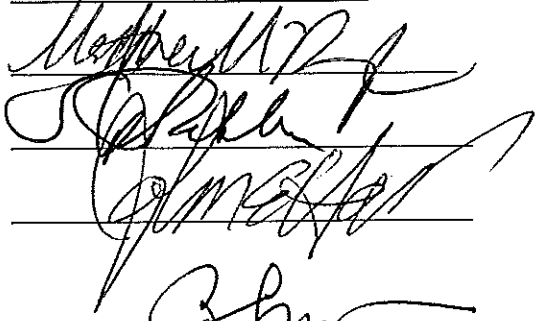
All employees will be paid on a Biweekly Basis: under the following Conditions:

1. New Biweekly pay will not go into effect until all Bargaining units on Town Side agree.
2. Employees will receive a Ninety Day Notice.
3. Family Budgeting Services will be provided
4. Initial month will be a 3 pay period month.

As part of this agreement the Town agrees to Conduct work with a Professional Personnel Consultant. To complete New Job Descriptions and a Wage and Classification Study pending Approval at a Special or Annual Town meeting

This Agreement entered into this ____ day of _____.

For the Town of Marshfield


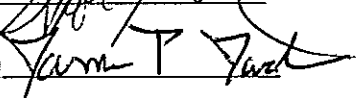


TOWN ADMINISTRATOR

For the Union

Steve Barber

Jimmy Jackson



TOWN OF MARSHFIELD
SALARY SCHEDULE
DPW UNION
FY2012 CONTRACT 2.0%
7/1/2011
HOURLY

| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 1 | STEP 2 | STEP 3 | STEP 4 |
|----------|---------|---------|---------|---------|----------|---------|---------|---------|---------|----------|---------|---------|---------|---------|--------|--------|--------|--------|
| 1 | \$15.06 | \$15.52 | \$15.81 | \$16.68 | 1 | \$15.36 | \$15.83 | \$16.13 | \$17.02 | 1 | \$15.67 | \$16.15 | \$16.45 | \$17.36 | | | | |
| 2 | \$15.92 | \$16.21 | \$16.67 | \$17.53 | 2 | \$16.24 | \$16.53 | \$17.00 | \$17.88 | 2 | \$16.56 | \$16.86 | \$17.34 | \$18.24 | | | | |
| 3 | \$16.77 | \$16.87 | \$17.49 | \$18.43 | 3 | \$17.11 | \$17.21 | \$17.84 | \$18.80 | 3 | \$17.45 | \$17.55 | \$18.20 | \$19.18 | | | | |
| 4 | \$17.35 | \$17.77 | \$18.09 | \$18.99 | 4 | \$17.69 | \$18.13 | \$18.46 | \$19.37 | 4 | \$18.05 | \$18.49 | \$18.83 | \$19.76 | | | | |
| 5 | \$18.06 | \$18.43 | \$18.77 | \$19.67 | 5 | \$18.42 | \$18.80 | \$19.14 | \$20.06 | 5 | \$18.79 | \$19.18 | \$19.53 | \$20.46 | | | | |
| 6 | \$19.21 | \$19.52 | \$19.95 | \$20.99 | 6 | \$19.59 | \$19.91 | \$20.35 | \$21.41 | 6 | \$19.98 | \$20.31 | \$20.76 | \$21.84 | | | | |
| 7 | \$20.42 | \$20.80 | \$21.23 | \$22.20 | 7 | \$20.83 | \$21.22 | \$21.65 | \$22.65 | 7 | \$21.24 | \$21.64 | \$22.09 | \$23.10 | | | | |
| 8 | \$20.72 | \$21.54 | \$22.41 | \$24.01 | 8 | \$21.13 | \$21.97 | \$22.86 | \$24.49 | 8 | \$21.55 | \$22.41 | \$23.32 | \$24.98 | | | | |
| 9 | \$21.94 | \$22.75 | \$23.70 | \$25.36 | 9 | \$22.38 | \$23.21 | \$24.18 | \$25.87 | 9 | \$22.83 | \$23.67 | \$24.66 | \$26.39 | | | | |
| 10 | \$23.17 | \$24.03 | \$25.03 | \$26.47 | 10 | \$23.63 | \$24.51 | \$25.53 | \$27.00 | 10 | \$24.10 | \$25.00 | \$26.04 | \$27.54 | | | | |
| SEASONAL | \$12.44 | | | | SEASONAL | \$12.69 | | | | SEASONAL | \$12.94 | | | | | | | |

TOWN OF MARSHFIELD
SALARY SCHEDULE
DPW UNION
FY2013 CONTRACT 2.0%
7/1/2012
HOURLY

TOWN OF MARSHFIELD
SALARY SCHEDULE
DPW UNION
FY2014 CONTRACT 2.0%
7/1/2013
HOURLY

Appendix B

Town of Marshfield Alcohol and Controlled Substances Use and Testing Policy of the Department of Public Works

Amended July 30, 2012

I. Overview Of the Department of Transportation Regulations on Controlled Substance and Alcohol Testing for Commercial Drivers License Holders

The following is a general overview of the Federal Motor Carrier Safety Administration's (FMCSA) alcohol and drug testing rules for persons required to obtain a commercial driver's license (CDL). The information is intended to provide a general summary of the rules; it should not be relied upon to fulfill all legal requirements stipulated in the regulations. It does not contain many of the requirements or special circumstances detailed in the FMCSA and DOT rules. A comprehensive list of the alcohol and drug testing rules published by the FMCSA and the DOT Office of the Secretary (OST) applicable to CDL drivers and their employers is available at the end of this document.

WHAT ARE THE RULES?

The FMCSA regulations require alcohol and drug testing of drivers, who are required to have a CDL. The DOT rules include procedures for urine drug testing and breath alcohol testing. Urine drug testing rules were first issued in December 1989. In 1994, the rules were amended to add breath alcohol testing procedures. In the years following the implementation of the drug and alcohol testing requirements, a number of factors including changes in testing technology, and the issuance of a number of written interpretations, required OST to review and revise the rules. In December of 2000, OST published final rules that incorporated these factors, as well as input from the public sector, into the existing drug and alcohol testing regulations. In August of 2001, the FMCSA revised modal specific drug and alcohol testing regulations published in 49 Code of Federal Regulations Part 382 to reflect the revisions made by OST.

WHO IS AFFECTED BY THESE RULES?

The FMCSA rules apply to safety-sensitive employees, who operate commercial motor vehicles requiring a CDL.

Examples of drivers and employers that are subject to these rules are (the following does not represent a complete listing):

- Anyone who owns or leases commercial motor vehicles
- Anyone who assigns drivers to operate commercial motor vehicles
- Federal, State, and local governments
- For-Hire Motor Carriers

Private Motor Carriers
Civic Organizations (Disabled Veteran Transport, Boy/Girl Scouts, etc.)
Churches

WHAT ALCOHOL USE IS PROHIBITED?

Alcohol is a legal substance; therefore, the rules define specific prohibited alcohol-related conduct. Performance of safety-sensitive functions is prohibited:

- While using alcohol.
- While having a breath alcohol concentration of 0.04 percent or greater as indicated by an alcohol breath test.
- Within four hours after using alcohol.

In addition, refusing to submit to an alcohol test or using alcohol within eight hours after an accident or until tested (for drivers required to be tested) are prohibited.

WHAT ALCOHOL TESTS ARE REQUIRED?

The following alcohol tests are required:

- Post-accident - conducted after accidents on drivers whose performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation.
- Reasonable suspicion - conducted when a trained supervisor or company official observes behavior or appearance that is characteristic of alcohol misuse.
- Random - conducted on a random unannounced basis just before, during, or just after performance of safety-sensitive functions.
- Return-to-duty and follow-up - conducted when an individual who has violated the prohibited alcohol conduct standards returns to performing safety-sensitive duties. Follow-up tests are unannounced. At least 6 tests must be conducted in the first 12 months after a driver returns to duty. Follow-up testing may be extended for up to 60 months following return to duty.

HOW DOES RANDOM ALCOHOL TESTING WORK?

Random alcohol testing must be conducted just before, during, or just after a driver's performance of safety-sensitive duties. The driver is randomly selected for testing from a "pool" of subject drivers. The testing dates and times are unannounced and are reasonably spread throughout the year. Each year, the number of random tests conducted by the employer must equal at least 10% of average number of driver positions subject to the regulations.

HOW WILL ALCOHOL TESTING BE DONE?

The rules allow for screening tests to be conducted using saliva devices or breath testing using evidential breath testing (EBT) and non-evidential breath testing devices approved by the

National Highway Traffic Safety Administration (NHTSA). NHTSA periodically publishes a list of approved devices in the Federal Register.

Two tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted. The driver and the individual conducting the confirmation breath test (called a breath alcohol technician (BAT)) complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results. The confirmation test results determine any actions taken.

Testing procedures that ensure accuracy, reliability and confidentiality of test results are outlined in the Part 40 rule. These procedures include training and proficiency requirements for the screening test technicians (STT), breath alcohol technicians (BAT), quality assurance plans for the breath testing devices (including calibration requirements for a suitable test location), and protection of driver test records.

WHO DOES THE TESTING?

Employers are responsible for implementing and conducting the testing programs. They may do this using their own employees or contract services, or by joining together in a consortium that provides services to all member companies. Law enforcement officers will not conduct the tests as part of roadside or other inspections. However, under certain circumstances, post-accident tests conducted by law enforcement personnel will be acceptable. Any individual conducting the test must be trained to operate the EBT and be proficient in the breath testing procedures.

WHAT ARE THE CONSEQUENCES OF ALCOHOL MISUSE?

Drivers who engage in prohibited alcohol conduct must be immediately removed from safety-sensitive functions. Drivers who have engaged in alcohol misuse cannot return to safety-sensitive duties until they have been evaluated by a substance abuse professional and complied with any treatment recommendations to assist them with an alcohol problem. To further safeguard transportation safety, drivers who have any alcohol concentration (defined as 0.02 or greater) when tested just before, during or just after performing safety-sensitive functions must also be removed from performing such duties for 24 hours. If a driver's behavior or appearance suggests alcohol misuse, a reasonable suspicion alcohol test must be conducted. If a breath test cannot be administered, the driver must be removed from performing safety-sensitive duties for at least 24 hours.

HOW WILL EMPLOYEES KNOW ABOUT THESE NEW RULES?

Employers must provide detailed information about alcohol misuse, the employers' policy, the testing requirements, and how and where drivers can get help for alcohol abuse. Supervisors of safety-sensitive drivers must attend at least one hour of training on alcohol misuse symptoms and indicators used in making determinations for reasonable suspicion testing.

ARE EMPLOYEES ENTITLED TO REHABILITATION?

Drivers who violate the alcohol misuse rules will be referred to a substance abuse professional for evaluation. Any treatment or rehabilitation would be provided in accordance with the employer's policy or labor/management agreements. The employer is not required under these rules to provide rehabilitation, pay for treatment, or reinstate the driver in his/her safety-sensitive position. Any employer who does decide to return a driver to safety-sensitive duties must ensure that the driver: 1) has been evaluated by a substance abuse professional; 2) has complied with any recommended treatment; 3) has taken a return-to-duty alcohol test (with a result less than 0.02); and 4) is subject to unannounced follow-up alcohol tests.

HOW WILL THE FMCSA KNOW IF THESE RULES ARE BEING FOLLOWED?

Employers are required to keep detailed records of their alcohol misuse prevention programs. The FMCSA will conduct inspections or audits of employers' programs. Additionally, selected employers will have to prepare annual calendar year summary reports for the FMCSA. These reports will be used to help monitor compliance and enforcement of the rules, as well as to provide data on the extent of alcohol misuse and the need for any future program and regulatory changes.

ARE DRIVER ALCOHOL TESTING RECORDS CONFIDENTIAL?

Yes. Test results and other confidential information may be released only to the employer and the substance abuse professional. Any other release of this information is only with the driver's written consent. If a driver initiates a grievance, hearing, lawsuit, or other action as a result of a violation of these rules, the employer may release relevant information to the decision maker.

WILL FOREIGN OPERATORS HAVE TO COMPLY WITH THESE RULES?

Yes. The FMCSA requires foreign motor carriers to comply with the alcohol rules when their drivers operate in the United States.

WHAT ABOUT DRUG TESTING?

The drug testing rules cover the same drivers as the alcohol testing rules. The types of tests required are: pre-employment; reasonable suspicion; post-accident; random; return-to-duty; and follow-up.

HOW IS DRUG TESTING DONE?

Drug testing is conducted by analyzing a driver's urine specimen. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services (DHHS). The list of DHHS approved laboratories is published monthly in the Federal Register. The driver provides a urine specimen in a location that affords privacy and the "collector" seals and labels

the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug-testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification and integrity are not compromised. The Omnibus Transportation Employee Testing Act of 1991 requires that drug testing procedures for commercial motor vehicle drivers include split specimen procedures. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the driver has 72 hours to request the split specimen be sent to another DHHS-certified laboratory for analysis. This split specimen procedure essentially provides the driver with an opportunity for a "second opinion".

WHAT DRUGS ARE TESTED FOR?

All urine specimens are analyzed for the following drugs:

1. Marijuana (THC metabolite)
2. Cocaine
3. Amphetamines
4. Opiates (including heroin)
5. Phencyclidine (PCP)

The testing is a two-stage process. First, a screening test is performed. If it is positive for one or more of the drugs, then a confirmation test is performed for each identified drug using state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis. GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results.

WHO REVIEWS AND INTERPRETS THE LABORATORY RESULTS?

All drug test results are reviewed and interpreted by a physician (Medical Review Officer (MRO)) before they are reported to the employer. If the laboratory reports a positive result to the MRO, the MRO contacts the driver (in person or by telephone) and conducts an interview to determine if there is an alternative medical explanation for the drugs found in the driver's urine specimen. If the driver provides appropriate documentation and the MRO determines that it is legitimate medical use of the prohibited drug, the drug test result is reported as negative to the employer.

WHAT DRUG USE IS PROHIBITED?

The drug rules prohibit any unauthorized use of the controlled substances. Illicit use of drugs by safety-sensitive drivers is prohibited on or off duty. The FMCSA has some additional rules that prohibit the use of legally prescribed controlled substances (such as barbiturates, amphetamines, morphine, etc.) by safety-sensitive drivers involved in interstate commerce.

WHAT ARE THE CONSEQUENCES OF A POSITIVE DRUG TEST?

A driver must be removed from safety-sensitive duty if he/she has a positive drug test result. The removal cannot take place until the MRO has interviewed the driver and determined that the positive drug test resulted from the unauthorized use of a controlled substance. A driver cannot be returned to safety-sensitive duties until he/she has been evaluated by a substance abuse professional, has complied with recommended rehabilitation, and has a negative result on a return-to-duty drug test. Follow-up testing to monitor the driver's continued abstinence from drug use is also required. Any violations may subject the employee to disciplinary action under Section II of this Appendix, the Town of Marshfield Alcohol and Controlled Substance Use and Testing Policy, as detailed below.

HOW DOES RANDOM DRUG TESTING WORK?

Employers are responsible for conducting random, unannounced drug tests. The total number conducted each year must equal at least 50% of the safety-sensitive drivers. Some drivers may be tested more than once each year; some may not be tested at all depending on the random selection. Random testing for drugs does not have to be conducted in immediate time proximity to performing safety-sensitive functions. Once notified of selection for testing, however, a driver must proceed immediately to a collection site to accomplish the urine specimen collection.

ARE EMPLOYEE EDUCATION AND TRAINING REQUIRED?

Employers must provide information on drug use and treatment resources to safety-sensitive drivers. All supervisors and officials of businesses with safety-sensitive drivers must attend at least one hour of training on the signs and symptoms of drug abuse. This training is necessary to assist supervisors and company officials in making appropriate determinations for reasonable suspicion testing.

ARE DRIVER DRUG TESTING RECORDS CONFIDENTIAL?

Yes. Driver drug testing results and records are maintained under strict confidentiality by the employer, the drug-testing laboratory, and the medical review officer. They cannot be released to others without the written consent of the driver. Exceptions to these confidentiality provisions are limited to a decision maker in arbitration, litigation or administrative proceedings arising from a positive drug test. Statistical records and reports are maintained by employers and drug testing laboratories. This information is aggregated data and is used to monitor compliance with the rules and to assess the effectiveness of the drug testing programs.

WHERE CAN I GET MORE INFORMATION?

ACCESS TO THE FMCSA WEBSITE: www.fmcsa.dot.gov

WHAT ARE THE CONSEQUENCES FOR VIOLATING THE TOWN OF
MARSHFIELD CONTROLLED SUBSTANCE AND ALCOHOL USE AND TESTING
POLICY?

Random Controlled Substance and Alcohol Screening

First Positive Test Result - Forty-five (45) Day Suspension - 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. Employee must be in compliance with program identified by SAP and MRO prior to receiving vacation, personal or sick leave.

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Second Positive test result - Discharge

Post-accident as defined in the DOT regulations:

First Positive Test Result - Forty-five (45) Day Suspension - 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. Employee must be in compliance with program identified by SAP and MRO prior to receiving vacation, personal or sick leave.

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Second Positive Test Result - Discharge

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Reasonable Suspicion:

First Positive Test Result - Forty-five (45) Day Suspension - 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

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completion of program as identified by SAP and MRO. Employee must be in compliance with program identified by SAP and MRO prior to receiving vacation, personal or sick leave.

Second Positive Test Result -- Discharge

Where can I go for help?

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The Alcohol and Drug Policy requires that the Town of Marshfield provide you with an opportunity for treatment. The Policy does not, however, require that the Town hold a job open for you or to pay for your rehabilitation. If you violate an alcohol or drug prohibition, you must be evaluated by a Substance Abuse Professional to determine what help is needed, and you are subject to disciplinary action up to and including termination as specified above.

Payment for recommended programs may be covered by your health insurance, according to the terms set forth in the medical insurance health agreement; i.e., deductibles and co-payment are the responsibility of the employee.

After the appropriate disciplinary action has been imposed, if you are in a rehabilitation program, you may use available vacation time. You may also be eligible to use accrued sick leave benefits, either on a full or part-time basis, if provided for by the treatment plan recommended by the MRO. In addition, you may be eligible for Family Medical Leave benefits, depending on the situation. The Town Administrator will review any FMLA requests.

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