

MARSHFIELD
SUPERVISORY
UNION CONTRACT

July 1, 2018 – June 30, 2021

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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 the 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.
- 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.

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 a supervisory unit consisting of the following:

	Pay Grade
Administrative Assistant - Assessor	9
MIS Director	15
Systems Analysis	11
Conservation Administrator	12
Recreation Director	12
Veterans' Agent	12
Operations Division Chief	14
Assistant Operations Division Chief	11-12
Wastewater Supervisory/Chief Operator	14
Highway Supervisor	14
Water Supervisor	14
Cemeteries/Trees/Greens Supervisor	13
Building Commissioner	14
Local Inspector	10
Director of Public Health	12
Assistant Director of Public Health	10
Assistant Treasurer/Collector	10
Assistant Treasurer	9
Assistant Collector	10
Assistant Accountant	10
Administrative Assistant / DPW	9
DPW Business Manager	12
Payroll Benefits Administrator	9
Animal Control Officer	10

A listing of salaries is attached hereto.

The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE III – UNION AND EMPLOYMENT SECURITY

- 3.0 The Union dues and/or voluntary agency fees 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.

- 3.1 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 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.
- 3.4 When a higher rated position covered by this Agreement becomes vacant, such a vacancy shall be posted in a conspicuous place listing the pay, duties 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.
- 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 twelve (12) calendar months duration to determine fitness for service; During an employee's probationary period, he 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 or compensation purposes except for just cause.
- 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. 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 the Union Steward shall be granted a reasonable amount of time off with pay during working hours to investigate and settle grievances. The Union Steward must request such time off from his supervisor, 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 During the term of this agreement as many as two (2) employees who are Union Stewards, Union Officials or Elected Delegates, shall be granted time off, without loss of pay at anytime for the purpose of attending meetings of state or national bodies with which the Union is affiliated for not more than four work days lost in total. Employees will be granted leave without loss of pay for not more than two (2) conventions or meetings per calendar year. The Town Administrator shall approve the leave in advance effective July 1, 1992.
- 3.12 After consultation with the Union, employees shall be granted at least two (2) week notice by the town of any decrease in the working force which shall cause a reduction in staff and or hours of operation from the work force. Past operating practices in the various departments are in no way restricted by the provisions of this section unless a decrease conflicts with the terms of the agreement.
- 3.13 The Union shall be allotted one half-hour with new unit employees at which time a Union representative may discuss the Union with the Employees. This one half-hour orientation meeting shall be scheduled with the department supervisor and shall be scheduled so as not to disrupt the operation of the department.

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. Disputes regarding employer accommodations for employees covered under the Americans with Disabilities Act (ADA) shall not be grievable 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. Any grievance not filed within five (5) working days of the date of the grievance or the employee's first knowledge of its occurrence shall be deemed waived. 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. Any grievance not presented to the Town Administrator within five (5) working days of the date of the response or the date the response is due shall be deemed waived. The Town Administrator shall respond to the employee or to the Steward in writing within ten (10) 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. Any grievance not presented to the Board of Selectmen within five (5) working days of the date of the response or the date the response is due shall be deemed waived. The Selectmen shall respond in writing within ten (10) working days after receipt by them of the grievance from the employee or Steward.

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 will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the Labor Relations Connection.

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 Group A - Professional (**EXEMPT**) Managers and Department Supervisors - Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, employees in Group A may have to expend additional time beyond the normal work day, and the employees in this group will continue to work as required. It is acknowledged that employees in Group A are of an Executive/Administrative nature as that the term used in the Fair Labor Standard Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time. However, the Employee may adjust his schedule taking into account such "extra" time so long as the same does not interfere with the obligation to perform his/her duties. No "compensatory" time may be accrued unless the same is documented and approved by the Town Administrator. Further no "compensatory time" shall be carried onto a subsequent fiscal year. The following employees shall be classified under Group A:

MIS Director
Conservation Administrator
Recreation Director
Veterans' Agent
Operations Division Chief

Wastewater Supervisor/Chief Operator
Highway Supervisor
Water Supervisor
Cemeteries/Trees/Green Supervisor
Building Commissioner
Director of Public Health
DPW Business Manager

Group B – Administrative (NON-EXEMPT) – the full time work week shall be forty (40) hours within a seven (7) day calendar work period, as scheduled by the management of various departments. Irregular work schedules, due to seasonal requirements, shall be determined by the management of the various departments after having given due consideration to the convenience of the employee involved. No compensation or comp time shall be permitted unless approved by the employee's direct supervisor, and noted on the appropriate time sheet, with the supervisor's signature. Comp time shall be taken within seven (7) days of the date the comp time is accrued, unless approved by the Town Administrator. Compensatory time must be used in the fiscal year it was accrued, and may not be carried over to a subsequent fiscal year. The following employees shall be classified under Group B:

Administrative Assistant – Assessors
Systems Analyst
Assistant Operations Division Chief
Local Inspector
Assistant Director of Public Health
Assistant Treasurer
Assistant Collector
Assistant Treasurer/Collector
Assistant Accountant
Administrative Assistant DPW

- 6.1 After consultation with the Union, employees may, with the approval of the Board of Selectmen, be granted permission to work for the Town with compensation in certain instances. The Board of Selectmen may grant approval to the individual when requested to perform work different from the employee's full-time position. This work would typically be for services funded by grants, and other special programs where evening and week end performance of this duty cannot be otherwise accomplished without the unique services of the employee. The Town requires that every reasonable effort be made to fill these staffing needs without resorting to employees of the Supervisory Union.

ARTICLE VII - HOLIDAYS

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

Martin Luther King Day

New Year's Day

Washington's Birthday
Memorial Day
Labor Day
Veteran's Day
Christmas Day
Half-working day before Christmas*

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

- 7.1 Sunday holidays shall be celebrated on the following Monday. Saturday holidays shall be celebrated on the proceeding Friday.
- 7.2 Any employee required to work on any of the above listed holidays shall receive compensatory time off in addition to holiday pay.
- 7.3 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.
- 7.4 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.

ARTICLE VIII - LEAVE OF ABSENCE

- 8.0 Emergency 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 emergency 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.
- 8.1 Employees shall have the following consecutive working days off without loss of pay in the event of a death of:
1. Loss of parent (including step parents), spouse, child (including step child) – five (5) days.
 2. Loss of brother, sister, mother-in-law, father-in-law, grandparent, grandchild – three (3) days.
 3. Employees shall be granted one-day leave without loss of pay for the purpose of attending funeral services of the employee's aunt, uncle, grandparent-in-law, brother-in-law, sister-in-law, during the normal working week.

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 employee's Supervisor for justifiable reasons or necessary travel.

- 8.2 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.
- 8.3 The Town will reimburse the employee the difference in wages earned as a juror and the employee's 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.
- 8.4 Leave of absence without pay up to a period of three (3) months may be granted by the employee's Supervisor and the Town Administrator. An extension of this leave may be granted if it has been authorized in advance by the Town Administrator.

ARTICLE IX - VACATIONS

- 9.0 All employees shall be allowed vacation without loss of their regular weekly rate of pay in accordance with the following schedule:
 - a. New employees shall accumulate vacation time at the rate of 6.67 hours per month, to a maximum of 80 hours the first fiscal year of employment. On July 1st following their date of hire, they shall be granted two weeks' vacation allowance.
 - b. An employee: who completes five (5) years of service shall be granted an additional week's vacation allowance; 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.
 - c. The appointing authority may, with the approval of the Town Administrator, approve up to fifteen (15) days of vacation for new employees, commensurate with longevity and benefits in a comparable position. The determination for this vacation benefit shall be made at the time the person is hired. The appointing authority shall send a written notice of such determination to the Town Accountant and to the Union. Employees granted vacation leave under this provision shall not accrue a 4th week of vacation until the 10th anniversary of employment.
 - d. Employees may bank up to two-weeks of accrued vacation and use it the following year. Requests to bank additional vacation leave shall be granted in extraordinary circumstances and shall be submitted to the Town Administrator for approval by May 1st.

- e. After twenty (20) years of continuous service an employee will receive five (5) weeks' vacation.
- 9.1 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.
- 9.2 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 1st.
- 9.3 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 employee's Supervisor and the Town Administrator, be charged to vacation leave.
- 9.4 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.
- 9.5 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 3. If an employee's vacation request is denied, the employee shall be notified as soon as possible once the request is submitted but in no case should that notice be less than seven (7) prior to the start of the vacation period.
- 9.6 July 1st of any year shall be the vacation anniversary date for computing vacation credit.

ARTICLE X - SICK LEAVE

- 10.0 Sick leave shall be granted to all employees in the bargaining unit at the rate of one (1) day for each month (12 days per year). Sick leave shall accumulate to a maximum of one hundred and fifty (150) days of sick leave eligibility. Sick leave for employees hired after February 1, 2013 shall accumulate to a maximum of sixty (60) days of sick leave eligibility.

- 10.1 An employee with five (5) years of continuous service, may, if absent due to a prolonged illness or injury, borrow additional sick leave in an amount equal to that which had been accrued at the outset of the calendar year up to an aggregate total of one hundred and fifty (150) days. If the amount of sick leave credit provided by the foregoing is about exhausted, an employee may make application to the Town Administrator for borrowing additional sick leave. Such application shall be made to the Selectmen who are authorized to grant such additional allowance 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 (1/2) the rate of accrual in Section 10.0. This clause shall be effective until 6/30/05 after which no borrowing or sick donations will be permitted.
- 10.2 Sick leave shall be prorated for part-time employees whose hours of work follow a regular schedule.
- 10.3 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 employee's Supervisor. 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.
- 10.4 Any unusual pattern of absences and/or excessive absenteeism without specifically identifiable and reasonable cause or documentable medical reason shall be just cause for serious discipline including discharge.
- 10.5 In the case of absence due to Industrial Accident, the Town shall make up the difference between regular rates and the amount received from Workers Compensation up to a period of six (6) months from the date of accident. Nothing in this Article shall be construed to conflict with Workers Compensation Laws of the Commonwealth of Massachusetts.
- 10.6 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.
- 10.7 An employee may donate a portion of his/her accumulated sick leave days to another employee who is on a prolonged illness (thirty days or more), who has exhausted his/her own accumulated sick leave days, and donated sick leave days, vacation days, personal leave or any other unpaid leave, 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 donation 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 donate any accrued sick leave days beyond his accumulated one hundred and fifty (150) days. Each employee

will be allowed to donate two days 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.

- 10.8 All full time employees in Group B Administrative (Non-Exempt) shall be eligible for the following sick incentive: 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 \$200; 2 sick days used \$100; more than 3 days of sick leave used \$0. Sick leave will be determined from July 1 to June 30.

ARTICLE XI - LONGEVITY PAY

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

After five (5) years of continuous full time service	75.00.
Each year thereafter an additional (per year)	15.00
After twenty (20) years of service	500.00
Each year thereafter an additional (per yr.)	100.00

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

ARTICLE XII - EDUCATIONAL REIMBURSEMENT

- 12.0 Educational assistance to defray the cost of tuition up to one-thousand dollars (\$1000) per calendar year may be granted by the Town to full-time permanent employees with a minimum of one (1) year's service. Such grants will only be approved for job-oriented educational courses. Requests for approval shall be made through the Town Administrator prior to enrollment. Reimbursement will be made upon receipt of proof of successful completion of the course and presentation of receipted bill.

ARTICLE XIII - COMPENSATION PLAN

- 13.0 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 scales shall be increased by Appendix A:

- effective July 1, 2018, a two percent (2%) increase
- effective July 1, 2019, a three percent (3%) increase
- effective July 1, 2020, a two percent (2%) increase

- 13.1 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 employee's Supervisor 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.
- 13.2 When an employee is transferred to a classification in a higher rate compensation grade he shall not move for less than a full step increase.
- 13.2(a) Assistants and Administrative Assistants assigned to perform the duties of a higher classification in excess of 5 working days shall, on the 6th and each day thereafter, be paid a stipend of \$25 per day in addition to their regular pay.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 All employees in the Union will have annual evaluations on their performance subject to the following:

EVALUATION OF EMPLOYEES:

SECTION 1. Performance evaluations should be seen primarily as a developmental tool. Its purpose is to assess and employee's job related strengths and weaknesses and to develop his/her competence to the fullest.

SECTION 2. The parties agree to utilize the performance evaluation on the form attached hereto as Appendix A. Any change to the evaluation form shall be bargained with the Union prior to implementation.

SECTION 3. Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next level higher than the immediate supervisor who has been

assigned to review the performance evaluation. For the purpose of this Article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.

SECTION 4. The Town Administrator shall receive all evaluations to be placed in the respective Personnel File of each employee. Any evaluation shall be reviewed by such employee at any reasonable time upon prior written notice, or whenever otherwise mutually agreed upon by the Town Administrator and the employee.

SECTION 5. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in disciplinary action. Employees may grieve the evaluation procedure, as set out in this Article.

- 13.7 Medical Insurance Disclaimer – 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 medical or health 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.

The Town will not be required to provide an indemnity (BC/BS Master Health) health insurance plan to employees in the bargaining unit.

ARTICLE XIV - WORK STOPPAGES

- 14.0 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.
- 14.1 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.
- 14.2 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 XV – EDUCATION INCENTIVE

- 15.0 Effective January 1, 2019, Full-time employees covered by this agreement who have had one (1) year of continuous full-time service with the Town of Marshfield will be eligible for additional annual compensation at the following rates for cumulative semester hour credits earned in a degree program relating to their field of work:

9	Credits	\$150	39	credits	\$650
15	Credits	\$250	45	credits	\$750
21	Credits	\$350	51	credits	\$850
27	Credits	\$450	57	credits	\$1,000
33	Credits	\$550		Associates Degree	\$2,100
				Associate + 30 credits	\$2,600
				Bachelor of Science	\$3,100
				Master's Degree	\$4,100

Compensation will be payable in two (2) equal installments. A cut-off date for the first installment shall be February 15th with payment made on or before March 15th. A cut-off date for the second installment shall be August 15th, with payment made on or before September 15th. All courses must be approved by the Town Administrator prior to enrollment and reimbursement.

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 to use their private vehicles on Town business on a regular basis shall be reimbursed in accordance with the changing rates established by the federal government as allowable reimbursable mileage expenses, but shall not be less than the current allowable rate set by the IRS.
- 16.1B Town Vehicle Employees required to respond to emergencies at any time 24/7 shall be assigned and have the exclusive and continual use of a town vehicle. In these instances, the employee shall be permitted to bring the vehicle to their home. Employees included in this provision are:

Building Commissioner
Highway Supervisor
Water Supervisor

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.

16.3 Safety Shoes & Clothing – Employees shall receive an annual payment of up to \$850.00 for the purchase of appropriate safety shoes and clothing (shirts, pants, jacket, sweaters, etc.). All clothing shall have the Town of Marshfield seal.

The following titles are entitled to this stipend: All DPW Supervisors; Conservation Administrator, Assistant Health Director, Building Commissioner, Local Inspector, Director of Public Health. The above referenced employees are expected to wear safety shoes while on the job site where appropriate. The above referenced employees must wear clothing with the Town of Marshfield seal on his or her shirt or jacket while on duty except when an employee is attending a committee meeting. Work clothing with the Town seal or professional attire is expected when employees are attending such meetings.

16.4 Licenses – Annual figures to be paid on a regular weekly basis. If an employee qualifies for two or more licenses they shall receive only the higher stipend.

Water III -	\$700
Sewer VI -	\$700
Registered Sanitarian-	\$1,100
Water IV-	\$1,100
Sewer VII-	\$1,100
Certified Building Official Construction Supervisor License -	\$1,100
Certified Building Official -	\$700

16.5 Drug/Alcohol Prohibitions – Employees may not report for duty, or stay on duty, while using any illegal narcotic, medical marijuana, or while under the influence of alcohol. Illegal narcotics shall be defined as cocaine, marijuana, medical 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.

16.6 Direct Deposit & Bi-Weekly Pay- All employees agree to utilize direct deposit for any and all payments made by the Town. Employees shall be paid on a bi-weekly basis.

16.7 Attire Policy

- A. Employees are prohibited from wearing jeans with visible holes in them to work.
- B. Employees are prohibited from wearing flip flops to work.
- C. Employees are prohibited from wearing jeans to work at the town hall during scheduled work hours on Mondays, Tuesdays, Wednesdays, and Thursdays. This rule does not apply to an employee on a particular day if that employee must perform field work that particular day.
- D. The Town Administrator may temporarily suspend any of the rules outlined in subsections A, B, or C of this section (section 16.7).

ARTICLE XVII - ANTIDISCRIMINATION

- 17.0 The parties to this Agreement agree that they shall not knowingly discriminate against an employee because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, or ancestry 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, 2018, shall continue in full force and effect to and including June 30, 2021, 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.
- 18.1 Either the Town or the Union may reopen this Agreement by written notice, forwarded by registered mail to the other, not more than one hundred and eighty (180) days and not less than one hundred and fifty (150) days prior to June 30, 2021, or prior to June 30th of any subsequent year. Not more than fifteen (15) days following receipt of such notice, collective bargaining negotiations shall commence for the purpose of considering the terms of a new or modified agreement.
- 18.2 If settlement is not reached by June 30, 2021, or June 30th of any subsequent year, this Agreement shall continue in force and effect until midnight of the tenth (10th) day following written notice given by either the Town or the Union of its intention to terminate this Agreement.

ARTICLE XIX – RECLASSIFICATION

- 19.0 An employee who seeks reclassification of their current position shall adhere to the following procedure:
- A. An employee who seeks a reclassification of their current position may request an audit of their position.
 - B. The employee shall file said form with the Town Administrator and or Town Administrator's designee between July 1 and December 1, inclusive, of a particular fiscal year and shall forward a copy of the same to the union. For fiscal year 2019 only, employees shall submit their request by February 15, 2019.
 - C. The Town Administrator and Human Resources Director shall conduct a job audit by December 31 of the fiscal year in which the request was made.
 - D. Within fourteen (14) calendar days of completion of the job audit, the Town Administrator and Human Resources Director shall hold a hearing with the employee to review findings

and allow employee to present any further details. The Union may participate in the hearing if the employee so requests.

- E. The Town Administrator and Human Resources Director shall make a final determination by January 31 of the fiscal year in which the request was made. This determination may be grieved by the employee no farther than step 2 in the grievance procedure outlined in Article X of this Agreement. If a decision is made to change a position's pay that pay change will take affect the following July 1.

Local 1700 – Supervisory Unit

Kimberly S. [Signature]
David [Signature]

Dusan E. Flynn
6/3/19
Date

Board of Selectmen

[Signature]

[Signature]
Date

Town of Marshfield
Salary Schedule
Supervisory Union
FY2019 2% 52.2 Weeks

Annual

Grade	STEP 1	STEP 2	STEP 3	STEP 4
8	\$45,033.42	\$46,842.41	\$48,711.52	\$50,658.23
9	\$50,658.23	\$51,662.73	\$53,726.40	\$55,884.08
10	\$54,809.61	\$56,991.33	\$59,276.88	\$61,640.05
11	\$60,418.24	\$62,868.63	\$65,374.97	\$67,990.63
12	\$66,684.44	\$69,343.82	\$72,113.59	\$75,007.97
13	\$73,355.29	\$76,274.81	\$79,326.59	\$82,510.64
14	\$80,386.84	\$83,601.48	\$86,937.46	\$90,410.06
15	\$88,422.90	\$91,957.81	\$95,631.54	\$99,453.91
16	\$95,078.45	\$101,153.59	\$105,194.58	\$109,398.43

Bi-Weekly

Grade	STEP 1	STEP 2	STEP 3	STEP 4
8	\$1,732.05	\$1,801.63	\$1,873.52	\$1,948.39
9	\$1,948.39	\$1,987.03	\$2,066.40	\$2,149.39
10	\$2,108.06	\$2,191.97	\$2,279.88	\$2,370.77
11	\$2,323.78	\$2,418.02	\$2,514.42	\$2,615.02
12	\$2,564.79	\$2,667.07	\$2,773.60	\$2,884.92
13	\$2,821.36	\$2,933.65	\$3,051.02	\$3,173.49
14	\$3,091.80	\$3,215.44	\$3,343.75	\$3,477.31
15	\$3,400.88	\$3,536.84	\$3,678.14	\$3,825.15
16	\$3,656.86	\$3,890.52	\$4,045.95	\$4,207.63

Hourly (40/week)

Grade	STEP 1	STEP 2	STEP 3	STEP 4
8	\$21.65	\$22.52	\$23.42	\$24.35
9	\$24.35	\$24.84	\$25.83	\$26.87
10	\$26.35	\$27.40	\$28.50	\$29.63
11	\$29.05	\$30.23	\$31.43	\$32.69
12	\$32.06	\$33.34	\$34.67	\$36.06
13	\$35.27	\$36.67	\$38.14	\$39.67
14	\$38.65	\$40.19	\$41.80	\$43.47
15	\$42.51	\$44.21	\$45.98	\$47.81
16	\$45.71	\$48.63	\$50.57	\$52.60

Town of Marshfield
Salary Schedule
Supervisory Union
FY2020 3% 52.2 Weeks

Annual

Grade	STEP 1	STEP 2	STEP 3	STEP 4
8	\$46,384.42	\$48,247.68	\$50,172.86	\$52,177.98
9	\$52,177.98	\$53,212.62	\$55,338.19	\$57,560.60
10	\$56,453.90	\$58,701.07	\$61,055.19	\$63,489.25
11	\$62,230.79	\$64,754.69	\$67,336.22	\$70,030.35
12	\$68,684.97	\$71,424.14	\$74,277.00	\$77,258.21
13	\$75,555.95	\$78,563.06	\$81,706.39	\$84,985.95
14	\$82,798.45	\$86,109.53	\$89,545.58	\$93,122.36
15	\$91,075.59	\$94,716.55	\$98,500.48	\$102,437.52
16	\$97,930.81	\$104,188.20	\$108,350.42	\$112,680.38

Bi-Weekly

Grade	STEP 1	STEP 2	STEP 3	STEP 4
8	\$1,784.02	\$1,855.68	\$1,929.73	\$2,006.85
9	\$2,006.85	\$2,046.64	\$2,128.39	\$2,213.87
10	\$2,171.30	\$2,257.73	\$2,348.28	\$2,441.89
11	\$2,393.49	\$2,490.56	\$2,589.85	\$2,693.47
12	\$2,641.73	\$2,747.08	\$2,856.81	\$2,971.47
13	\$2,906.00	\$3,021.66	\$3,142.55	\$3,268.69
14	\$3,184.56	\$3,311.90	\$3,444.06	\$3,581.63
15	\$3,502.91	\$3,642.94	\$3,788.48	\$3,939.90
16	\$3,766.57	\$4,007.24	\$4,167.32	\$4,333.86

Hourly (40/week)

Grade	STEP 1	STEP 2	STEP 3	STEP 4
8	\$22.30	\$23.20	\$24.12	\$25.09
9	\$25.09	\$25.58	\$26.60	\$27.67
10	\$27.14	\$28.22	\$29.35	\$30.52
11	\$29.92	\$31.13	\$32.37	\$33.67
12	\$33.02	\$34.34	\$35.71	\$37.14
13	\$36.32	\$37.77	\$39.28	\$40.86
14	\$39.81	\$41.40	\$43.05	\$44.77
15	\$43.79	\$45.54	\$47.36	\$49.25
16	\$47.08	\$50.09	\$52.09	\$54.17

Town of Marshfield
Salary Schedule
Supervisory Union
FY2021 2% 52.2 Weeks

Annual

Grade	STEP 1	STEP 2	STEP 3	STEP 4
8	\$47,312.11	\$49,212.63	\$51,176.32	\$53,221.53
9	\$53,221.53	\$54,276.87	\$56,444.95	\$58,711.81
10	\$57,582.97	\$59,875.09	\$62,276.29	\$64,759.03
11	\$63,475.40	\$66,049.78	\$68,682.95	\$71,430.96
12	\$70,058.67	\$72,852.62	\$75,762.54	\$78,803.38
13	\$77,067.07	\$80,134.32	\$83,340.52	\$86,685.67
14	\$84,454.42	\$87,831.72	\$91,336.49	\$94,984.81
15	\$92,897.10	\$96,610.88	\$100,470.49	\$104,486.27
16	\$99,889.42	\$106,271.97	\$110,517.42	\$114,933.99

Bi-Weekly

Grade	STEP 1	STEP 2	STEP 3	STEP 4
8	\$1,819.70	\$1,892.79	\$1,968.32	\$2,046.98
9	\$2,046.98	\$2,087.57	\$2,170.96	\$2,258.15
10	\$2,214.73	\$2,302.89	\$2,395.24	\$2,490.73
11	\$2,441.36	\$2,540.38	\$2,641.65	\$2,747.34
12	\$2,694.56	\$2,802.02	\$2,913.94	\$3,030.90
13	\$2,964.12	\$3,082.09	\$3,205.40	\$3,334.06
14	\$3,248.25	\$3,378.14	\$3,512.94	\$3,653.26
15	\$3,572.97	\$3,715.80	\$3,864.25	\$4,018.70
16	\$3,841.90	\$4,087.38	\$4,250.67	\$4,420.54

Hourly (40/week)

Grade	STEP 1	STEP 2	STEP 3	STEP 4
8	\$22.75	\$23.66	\$24.60	\$25.59
9	\$25.59	\$26.09	\$27.14	\$28.23
10	\$27.68	\$28.79	\$29.94	\$31.13
11	\$30.52	\$31.75	\$33.02	\$34.34
12	\$33.68	\$35.03	\$36.42	\$37.89
13	\$37.05	\$38.53	\$40.07	\$41.68
14	\$40.60	\$42.23	\$43.91	\$45.67
15	\$44.66	\$46.45	\$48.30	\$50.23
16	\$48.02	\$51.09	\$53.13	\$55.26

APPENDIX
TOWN OF MARSHFIELD SUPERVISORY UNION
REQUEST FOR RECLASSIFICATION

Name: _____

Department: _____

Current Position/Title: _____

Current Salary Grade: _____

Requested Salary Grade: _____

Reason for requesting change: _____

Attachments:

1. Request Explanation

4. _____

2. Current Job Description

5. _____

3. Proposed Job Description

6. _____

(Signature of Requester)

(Date)

Supervisor Comments: (Attach comments separately)

(Signature of Supervisor)

(Date)

☐ Approved

(Rational for approval or denial must be attached.)

☐ Denied

(Signature of Human Resources Director)

(Date)

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

For good and valuable consideration, each to the other given, the Town of Marshfield and the AFSCME Local 1700 hereby agree to the following:

1. Removal of the words "if their degree is not required in the job description" from the first paragraph in Article 15.0 of the collective bargaining agreement between the Town of Marshfield and the AFSCME Local 1700 so that the paragraph to reads as follows:

15.0 Effective January 1, 2019, Full-time employees covered by this agreement who have had one (1) year of continuous full-time service with the Town of Marshfield will be eligible for additional annual compensation at the following rates for cumulative semester hour credits earned in a degree program relating to their field of work.

IN WITNESS THEREOF the parties hereto set their hands and seals by their duly authorized representatives this ___ day of _____ 2019.

FOR THE UNION

DATE

Kimberly Spr 5.23.19

FOR THE TOWN



DATE

Delia Cephal 5/23/19

JSK 6/3/19

Constance Robson 6/3/19