

AGREEMENT BETWEEN THE TOWN OF NORFOLK

AND

NORFOLK HIGHWAY DEPARTMENT EMPLOYEES
ASSOCIATION, INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 301, AFL-CIO-CLC

EFFECTIVE JULY 1, 2015 TO JUNE 30, 2018

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PREAMBLE

This agreement made and entered into on the first day of July 2015, by and between the Town of Norfolk, Commonwealth of Massachusetts, herein referred to as the Employer or the Town and the Norfolk Highway Department Employees Association International Federation of Professionals and Technical Engineers, AFL-CIO CLC, Local 301, herein referred as the Union.

It is the purpose of the parties to establish and provide for harmonious collective bargaining relations between them and to provide for the equitable disposition of all disputes and grievances, and for the purpose of promoting equitable economic standards and working conditions for the employees of the Department of Public Works of the Town of Norfolk.

ARTICLE 1

RECOGNITION

Section 1

The Employer recognizes the Union as the sole and exclusive collective bargaining representative with the respect to wages, hours, and other terms and conditions of employment of all full-time and regular part-time employees in the positions included in Appendix B, excluding managerial and confidential employees and all other Town employees.

Section 2

The term employee(s), as used throughout this Agreement, shall refer to employees currently or hereafter within the Bargaining Unit and on the payroll of the Town, unless otherwise specifically indicated. The term "he" used in this contract shall be construed to apply to persons of both genders.

ARTICLE 2

MANAGEMENT RIGHTS

The Town has and will continue to retain all of the rights, powers and authority concerning the management of the Department of Public Works except where such rights, powers and authority are specifically limited by provisions of this Agreement. It shall have the sole prerogative of management including the following:

- A. To determine the care, maintenance and operation. of equipment and property used for or on the behalf of the purpose of the Department of Public Works.
- B: To accomplish or continue policies, practices and procedures for the conduct of the Department of Public Works business and from time to time to change or abolish

such policies or procedures.

- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and determine the number and types of employees required to perform the Department of Public Works operations,
- E. To employ, schedule work, evaluate, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or just cause when it shall be in the best interest of the Town or the Department of Public Works.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Department of Public Works provided such rules and regulations are made known to the employees affected by them,
- G. To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

In the exercise of the above noted management's rights, the Town shall not undermine or discriminate against the Union.

ARTICLE 3

DISCRIMINATION

Section 1

The Employer agrees not to discriminate against any employee, or applicant for a position in the Bargaining Unit covered by the Agreement, on account of race, color, creed, national origin, sex, or age of such employee or applicant on account of any activities of an employee, which are protected by law.

Section 2

The Employer agrees that it shall not interfere with or restrain any employee in the exercise of their rights under Massachusetts General Laws, Chapter 150E.

ARTICLE 4

UNION SECURITY

Section 1

Employees who elect not to join the Union shall be required to pay each month a service fee to the Union of an amount equivalent to the current monthly membership dues of a Union member for services rendered to such employee as a member of the Bargaining Unit. Newly

hired employees shall commence the payment of such fees as of the 31st day of their employment with the Town, and Union members revoking their membership revocation, Such fees of non-union members shall be deducted from their pay such employees under the conditions set forth in this Article, Sections 2A and B, and Section 3.

Section 2

- A. The Employer agrees to deduct, during the life of this Agreement, Union dues during the second week of each month from the pay of each employee who has submitted written authorization for such deductions to said Employer and as specified by each employee in such authorization. Such deductions are there upon to be remitted to the Union Treasurer whose name and address are to be submitted to the Employers immediately upon the execution of this Agreement, An employee may withdraw any such authorization by giving the Employer and the Union written notice of such withdrawal not less than sixty (60) days prior to the proposed date of termination of such deduction. It is understood by the parties hereto that entitlement to pay by an employee is, in any event, a condition precedent to the deduction of dues therefrom.
- B. The Employer agrees to submit the Union a list of names of the Employees from whose pay dues have been deducted and the amount of dues deducted from each individual, Said information will be given to the Union at times as the dues deductions are transmitted thereto.

Section 3

The Union agrees to indemnify and save the Employer harmless against all claims, demands, suits, or other forms of liability that may arise out of and by reason of the Employer's compliance with Sections 2A and 2B of this Article or reliance on any list, notice, or assignment furnished thereunder.

Section 4

The Union shall have access to bulletin boards designated by the Employer for posting notices to inform employees of matters involving Union activities and collective bargaining matters. The Union agrees that no notice shall be posted unless it has first been signed by an official representative of the Union.

Section 5

The employer shall make available to the Union each year within a reasonable time period (e.g. thirty (30) calendar days) after the signing of this Agreement or within thirty (30) calendar days after the anniversary date of said Agreement, a list of employees in the Bargaining Unit, showing their seniority dates, job classification, rates of pay and pay increment steps. Within a reasonable time period (e.g., thirty (30) calendar days) after a new employee has been placed on the payroll, the Employer shall apprise the Union in writing of the name, job classification, rate of pay, and pay increment step of such employee, Within thirty (30) calendar days after any changes in an employee's job status with the Town, such as resignation, termination, transfer, or promotion, the Employer shall inform the Union in writing of such changes.

ARTICLE 5

UNION BUSINESS

Section 1

Negotiations concerning terms and conditions of employment for Bargaining Unit employees shall be conducted at mutually agreeable times. All time spent in negotiations by Union representative during the course of the day shall be done without loss of pay.

Section 2

The transaction of business of mutual interest to the parties of an urgent nature will be permitted during working hours with prior approval of the DPW Director or his designee. Such time shall be allowed without loss of pay.

Section 3

The Union President or a designated alternate shall be granted a leave of absence of up to five (5) working days without pay in any calendar year to attend Union training seminars and classes, or conventions of the Union. The Union shall inform the DPW Director in writing prior to taking such a leave of absence.

ARTICLE 6

COMPENSATION

SECTION 1

The wages will be adjusted according to the following procedure.

Annual Step Increase:

Each member will move up one step in their assigned job level range each year effective July 1, 2015. (See Appendix C) No increase may be given beyond the range maximum. Employee's whose salary is at or above the maximum of the range will receive 2 lump payments instead of a step raise. The payment will be paid equal to 2.0% of his/her annualized base salary on his/her salary anniversary date. The payment will be split into 2 payments, July 1, and January 1st. The employee must be active on the payroll to receive the payments.

Cost of Living Increase

The Cost of living will be 1.5% each year effective July 1, 2015, 2016, 2017.

Section 2

Working out of Classification

Bargaining unit employees back filling a higher graded job, at the direction of management, for a period greater than 5 consecutive days will be compensated at the higher level of pay for the time the duties are performed.

Section 3

Additional License Compensation

Bargaining unit employees who hold a truck driver's license, hoisting license or water license which are not required in their job classification may request an increase in compensation according to applicable pay levels. This section shall not discriminate nor displace any employee whose job requires these licenses.

Management shall approve increased compensation for employees effective the following fiscal year, provided the town is below the number of required licenses for the employees division, as outlined in Appendices A & B and the requestor achieved a performance leave of "Meets Requirements" or better in the previous performance review.

Management may increase the number of required licenses at their discretion.

Section 4

Longevity

Full time employees having completed thirty-six (36) months or more of service on June 30 of the previous year will be qualified to receive a longevity payment during the current fiscal year, provided they were employed by the Town on June 30 of the previous year. Should an employee retire or die during the previous year, that employee or his estate will receive a prorated portion of longevity pay based on the number of hours worked for that fiscal year. For current full-time employees whose continuous work history for the Town includes permanent part-time or part-time employment, length of service is determined as follows: Each year full time completed counts as twelve (12) months of service. Each year permanent part-time completed counts as three (3) months of service. Bargaining unit employees will continue to accrue longevity while out on Worker's Compensation. At the signing of this contract, all existing bargaining unit employees will be granted longevity credit for all Worker's Compensation time accrued while in the service of the Town.

Months of service Completed	Lump Sum Payment
As of June 30 of each year	
0-35	\$0
36-59 (3 years)	\$210
60-83 (5 years)	\$420
84-107 (7 years)	\$625
108-131 (9 years)	\$835
132-143 (11 years)	\$1050
144-155 (12 years)	\$1150
156-167 (13 years)	\$1250
168 and over (14 years)	\$1665

ARTICLE 7

OVERTIME AND PREMIUM PAY

A All hours worked in excess of eight (8) hours in one day or forty (40) hours in one week and on Saturdays, when not a normal working day for the employee, shall be considered overtime. Members that take unpaid time during a work week will have to work 40 hours to receive overtime. Overtime shall be paid at a rate of one and one half (1 1/2) times the employee's hourly rate of pay.

A.1 Overtime starting midnight (12:00 A.M.) Sunday until the start of the next scheduled shift will be paid at two times the employee's hourly rate of pay. Employees who are regularly scheduled for Saturday such as Transfer Station employees will use Monday instead of Sunday

A.2 Overtime on Thanksgiving Eve commencing at 3pm, Christmas Eve (commencing at 11:00a.m.), New Year's Eve (commencing at 11:00 a.m.), , and all contractual holidays will be paid at two (2) times the hourly rate.

A.3 Overtime will be paid after 15 consecutive hours at a rate of two (2) times the hourly rate-

A.4 If called back within four (4) hours, the time between punching out and punching back in shall not constitute a break in continuous hours worked for purposed of paying at double time. Employees shall not be paid for the time between punching out and returning to work.

A.5 Transfer Station employees will use Tuesday as their Monday holiday for the purpose of this provision of the Agreement.

B. All overtime shall have prior approval of the Director or his designee.

- C. C.1 The seniority-based overtime list shall be maintained by the union and the current list will be posted next to the time clock. When an overtime opportunity arises, management shall make a request to the union for personnel to staff the overtime shift. Management may request personnel of a particular rank (i.e. Mechanic, Assistant Foreman, etc), holding a particular license (hoisting, CDL, water distribution, etc), or of a particular division (Water, Highway/Grounds, Vehicle Maintenance/Solid Waste) or with a particular skill set. The union understands that on occasion, an employee may be selected for overtime, based on these criteria, out of seniority order.
- C2 The on-call employee shall receive priority for all overtime shifts during the week in which they are on-call.
- C3. If any employee is out of work, paid (sick, vacation, personal, etc) or unpaid or they leave work early, that employee will not be available for overtime until the start of the next scheduled shift, unless all other bargaining unit members have had the opportunity to work any overtime shifts that may be available. Management reserves the right to make exceptions to this based on needed skill sets.
- C4. If an on-call overtime situation requires additional employees to complete the job, the on-call employee will choose from a posted volunteer list of available employees (except in the event of a snow/ice emergency). This list will be refreshed every Friday by the on-call employee. Refer to on-call procedure.
- C5 The Union accepts responsibility for all errors in the seniority list and assigned overtime. Management reserves the right to review the seniority list prior to posting.
- Scheduled Overtime — Non Emergency and is a planned division event — 48 hour notice
 - Unscheduled pertaining to duty day task, which involves a specific crew or employees — Extension of normal workday to complete a defined task, 2 hour notice when possible.
 - Emergency (unforeseen and weather related events), No notice required
 - Qualified Employees — Employees with the proper skills and experience to complete the work required.

Section 2
Standby Duty:

A. On-Call will be limited to 12 rotating positions to be filled by bargaining unit employees based on seniority. The town will budget annually an on-call stipend for the 12 rank and file employees at an amount of \$195.57 per week in FY15 and an additional \$70.62 per holiday week. These rates will be adjusted each year to include the cost of living increase.

The Standby duty stipend will be adjusted by the COLA as provided for in Article 6, Section 1 Compensation - Cost of Living Adjustment.

Section 3

Call in/Callback

Bargaining unit employees may be “Called Back” to work from the end of their shift until one hour before the start of their next shift.

Bargaining unit employees may be “Called In” to work in the hour prior to their shift. Bargaining unit employees will be paid four (4) hours pay at the rate of one and one half (1 1/2) times their hourly rate of pay for Call Back period. A call back period begins when an employee punches in at the DPW office and lasts for 4 hours from the punch in time. The employee is required to respond to any instance of call back that occur during that time. Any work that extends beyond the initial call back period will begin a new callback period.

Bargaining unit employees will be paid a minimum two (2) hours pay at the rate of one and one half (1 1/2) times their hourly rate of pay during the hour prior to the start of their shift.

All double time provisions will be used when applicable.

ARTICLE 8

ANNUAL STEP INCREASES

Section 1

Wages for the length of this contract (July 1, 2015 to June 30, 2018) are outlined in the Wage Scale of Appendix A. The increase between steps is 2% . New step charts will be developed each year to include the past year’s cost of living increase. Employees who receive an unacceptable rating on their performance review are not eligible for a step increase until the following year.

Section 3

Performance Appraisals:

- A. Written performance appraisals will be conducted annually and a 6th month verbal review will occur at mid-year.
- B. The performance evaluation form will be changed to a form mutually agreed upon by management and the union. The DPW Director or his designee will be responsible for completing the performance evaluations in time for any merit increases to be funded in the next fiscal year budget.
- C. The performance evaluation program is intended to accomplish a number of goals beneficial to both the employees and the Town, including;
 1. Provide an objective method of improving effectiveness, and efficiency of employees and the Department of Public Works,

2. Serve as a conduit for communication and feedback outside of routine daily interactions.
3. Provide a basis for formal personnel decision making
4. Serve as a basis for recognizing accomplishments, the need for guidance, development, training and support.
5. Furnish reliable information and records for the proper placement of employees.
6. Provide a process of establishing work goals and objectives.
7. Provide a basis for evaluating the employee's performance for completion of the probationary period, promotion, transfer and general performance.

E, The performance evaluation form will be maintained as a permanent confidential record in the employee's personnel file. By signing the evaluation form, the employee is acknowledging its receipt. The employee's signature neither constitutes agreement or disagreement with the performance evaluation.

F. The supervisor will immediately notify the employee in writing of any performance problems as they occur during the year. As part of the evaluation process, the Town will provide guidance to the employee on how to correct performance problems. Any training and instruction during working hours must be approved in advanced by the DPW Director.

G. The Union and The DPW Director will work together to come up with the evaluation form or the DPW Director may choose to write reviews in paragraph form and not use a specific form. The DPW Director will be responsible for completing the performance evaluations.

ARTICLE 9

VACANCIES

Section 1

Notice of all permanent vacant positions in the Bargaining Unit shall be posted by the Employer on official bulletin boards in work areas frequented by bargaining unit employees. Notice shall be posted for a period of ten (10) working days. The Employer has the right to post the position publicly after the fifth day of the posting period. Bargaining unit employees retain the ability of first preference for ten working days of the posting. The Employer and the Union agree that it is in the best interests of both parties to promote qualified bargaining unit employees to vacant positions. The Employer will give first preference to qualified bargaining unit employees before filling a vacancy from another source.

Section 2

Application by a bargaining unit member for consideration for a permanent vacant position must be received by the Superintendent or his designee within ten (10) working days from the date on which the vacancy notice was originally posted.

Section 3

In selecting an applicant to fill a permanent vacant position, the Employer shall give primary consideration to the following factors in making its selection

- A. Job skills and ability
- B. Experience related to the requirements of the position
- C. Training and education related to the requirements of the position
- D. Prior job performance, including efficiency, quality and quality of work, dependability and attendance.
- E. If two or more applicants are rated equally qualified based on the factors noted above, seniority with the Department of Public Works shall be the tiebreaker, with the most seniority being given the position.

Section 4

If any bargaining unit employee applying for a vacant position is not interviewed, the Town will notify the employee in writing of the reasons why they were not interviewed. At the request of a bargaining unit employee, a Union representative may attend the interview.

Section 5

Secondary and tertiary permanent vacant positions occurring as a result of the initial posting in accordance with this Article shall be posted in the same manner as required under Section 1 of this Article, and the filling of such positions shall be in accordance with Section 2 of this Article.

Section 6

Posted notices of permanent vacant positions shall set forth the official title of such positions, the salary schedule therefore, the qualifications for and requirements of same, and, as applicable, the locations thereof. All vacancies for the Town's ability in the manner specified in Section 1 above.

ARTICLE 10

HOURS OF WORK

Section 1

It is understood that the regular work day for bargaining unit employees, excluding those employees assigned to the Transfer Station, shall be 7:00 A.M. to 3:00 P.M.,. There shall be no arbitrary changes to the workweek by the employer, and any change in an employee's regularly scheduled work hours shall be based solely on the employer's work requirements.

Section 2

It is understood that the regular workweek for bargaining unit employees shall be Monday through Friday.

Section 3

The regular work week for Transfer Station employees shall be Tuesday, Thursday and Friday, 7:00 A.M to 3:30 A.M.; Wednesday, 10:45 A.M. to 7:15 P.M. (summer) and 8:45 A.M. to 5:15 P.M. (winter); Saturday 7:45 A.M. to 4:15 P.M., with a half hour unpaid lunch break.

Section 4

The regular workweek for Transfer Station employees shall be Tuesday through Saturday. The Solid Waste Division shall employ a maximum of two (2) Standby Employees. These employees will be scheduled for duty on Wednesdays or Saturdays for the purpose of covering Transfer Station employees in cases of emergencies, vacation, sick or personal time off.

Standby employees will be compensated under the Town of Norfolk Personnel Board schedule of compensation. No seniority rights shall be granted to these employees

Section 5

Employees calling in sick should call the DPW Office any time before 6:45 A.M. ~~and 7:00 A.M.~~

Section 6

There is no standard break period. Normally, a break not to exceed fifteen (15) minutes will be permitted in the morning and the afternoon. Breaks will be taken on the job site.

ARTICLE 11

SENIORITY

Section 1

Seniority shall be defined as the length of a bargaining unit employee's continuous uninterrupted service with the Town and may be interrupted only by:

- A. Resignation
- B. Discharge for cause
- C. Layoff exceeding twenty-four (24) months continuous service to the Town.

Section 2

The first one hundred eighty (180) workdays of employment will be considered a probationary period. A verbal performance appraisal will be performed at 60 days and a written performance evaluation will be conducted at the end of the probationary periods. Employees will become permanent employees upon the satisfactory completion of the probationary period. It is understood that the Town may terminate an employee during the probationary period. The Town's decision to terminate a probationary employee shall not be subject to the grievance procedure in Article 16.

Section 3

Upon successive completion of the probationary period, the effective date of the employee's seniority shall be the first day of his employment with the Town.

ARTICLE 12

LAYOFF AND RECALL .

Section 1

Layoff shall be for lack of work or lack of funds and in the event of layoff, all part time, casual, seasonal and temporary employees shall be laid off first. Then the permanent, full time bargaining unit employees, having the least seniority as defined in this Agreement, shall be laid off. Recall of employees shall be in reverse order of layoff. No new employee shall be hired into a vacant job or newly created job in a job classification, provided they are qualified to fill the position, until all those employees with recall rights in said classification have been recalled to work. The seniority of an employee, as seniority is defined in this Agreement, shall accrue and his right to recall shall be maintained for twenty- four (24) months following the date on which the employee was laid off.

Section 2

The employee and the Union shall be given written notice as soon as possible. The parties agree that such notice shall be the maximum that the Town can provide under the constraint of the budget prior to layoff of any bargaining unit employee. The layoff notice shall specify the effective date of the layoff, the specific reasons for the layoff, and any benefits or entitlements the employee may be eligible to receive.

ARTICLE 13

LEAVES OF ABSENCE

Section 1 Sick Leave:

A. Employees will earn sick leave at the rate of one and one quarter (1 1/4) days for each month of service, with credit to begin with the first working day of the month in which the employee was hired. Employees shall be credited with the unused portion of sick leave up to one hundred and fifty (150) days. Normally, a doctor's certificate may be required for an absence of five (5) consecutive workdays or longer. Notice of absence will be given to the employee's immediate supervisor or designee prior to the employee's scheduled work shift. This provision of the agreement shall not unreasonably be applied by the Town.

B An employee who is incapacitated, by reason of injuries in the course of and arising out of employment by the Town, may elect to receive, from accumulated sick leave, the difference between normal work week compensation and the weekly benefits of the Workmen's Compensation Act. Beginning the day of incapacity employees shall be paid their normal week of compensation from their accumulated sick leave until Worker's Compensation is received. When it is received, an amount equal to that which shall be deducted from the employee's pay and the equivalent amount of time shall be credited to the employee's accumulated sick leave.

C Sick leave is given as insurance so that when an employee (or member of their immediate family) is ill they will receive pay. The undocumented use of sick days beyond 7 1/2 days in a contract year, may be considered excessive and subject to discipline. Also, any pattern of absenteeism over a period of time such as missing Fridays, Mondays, or the day after a holiday, may be considered abuse of the use of sick days. Any use of sick time for doctor's appointments (both for the employee and their immediate family), or time off at a doctor's request, when accompanied by a doctor's note, shall not be considered abuse of sick time and shall not count towards the 7 1/2 days.

Section 2 Vacation:

A. The established vacation year is the fiscal year, July 1 through June 30. Vacation time is accrued or earned based on the employee's length of service and time worked the previous year Regular full-time employees will accrue paid vacation time according to the following schedule:

<u>Service Period</u>	<u>Paid Vacation</u>
First Fiscal Year	5/6 days per month worked
Fiscal years 2 through 4 (ten (10) days maximum)	5/6 days per month worked
Fiscal years 5 through 9	1 IA days per month worked (fifteen (15) days maximum)
Fiscal years 10 through 19	1 2/3 days per month worked (twenty (20) days maximum)
Fiscal years 20 and over	2 1/8 days per month worked (twenty- five (25) days maximum)

Time worked shall include, in addition to days actually worked, paid vacation, holidays, sick or bereavement leave. Each employee must work at least seventy five percent (75%) of the normal work schedule each month in order for the month to count in computation of vacation accrual benefits.

- B. Vacation leave shall be taken in one-half (1/2) day minimum increments, Vacation leave shall be granted by seniority, subject to the approval of the department head. Upon termination of employment for any reason, payment of accrued vacation leave time shall be made. If a paid holiday should fall during a vacation leave day, such day shall not be deducted from the employee's vacation leave, and the employee shall be considered in a paid status.
- C. New employees with 5 or more years of Municipal Experience may be granted additional vacation benefits at management's discretion.
- D. Employees that are not on probation may accelerate, use prior to accrual, up to 1 week of vacation from a future year with approval of the Director and the Town Administrator.

Section 3
Holidays

A. Bargaining unit employees shall receive the following holidays with full regular pay:

New Year's Day Eve
Presidents' Day
Memorial Day
Labor Day
Veteran's Day
Martin Luther King Day
New Year's Day

Patriot's Day
Independence Day
Columbus Day
Thanksgiving Day
Christmas Eve (1/2 day)
Christmas Day

If a one of the above holidays falls on a Saturday, it will be observed on the Friday before the holiday. If one of the above holidays falls on a Sunday, it will be observed on the Monday after the holiday. Employees on approved vacation or sick leave shall not be charged for leave if the employee is on leave when the holiday occurs.

Section 4
Personal Days

Three (3) personal days with pay per fiscal year may be taken for such purposes as personal business. Personal days do not accumulate. No unused personal time shall be paid out to the employee. Employees may call in personal days prior to 6:45 am.

Section 5
Funeral or Bereavement Leave

For death or memorial services in the immediate family or household, four (4) days with pay shall be granted. Cases involving special circumstances including travel for extensive periods of time must be approved by the Department Head. Definitions of immediate family include: (step)mother, ¹⁶ (Step)father, (Step)mother-in-law,

(Step)father-in-law, (Step)sister, (Step)brother, wife, husband, (Step)son, (Step)daughter, (Step)grandchildren or (Step)grandparents of the employee. For the deaths of relatives other than immediate family, an absence of up to one full day with pay may be allowed to attend funeral or memorial services.

Section 6
Other Leave

Absences for personal reasons may be charged to vacation leave upon application by the employee and approval of the Director or his designee. Such absences, however, may not be charged to vacation leave beyond that which the employee has earned at the time of such application. Except as otherwise provided, all leaves of absence shall be without compensation. A maximum of thirty (30) days may be approved by the Director, Requests for a leave of absence in excess of thirty (30) days may be approved by the Town Administrator. If the request for a leave of absence in excess of thirty (30) days is denied by the Town of Administrator, the employee may appeal the denial of the request to the Board of Selectmen. This shall be the final level of appeal for the employee concerning the denial of the request for the leave of absence.

Section 7
Jury Duty:

An employee called for jury duty shall be paid the difference between his regular pay and the compensation received as a juror, exclusive of travel allowances. Employees summoned as witnesses on behalf of the Town shall be granted leave and paid the difference of their regular pay and the witness fee, exclusive of travel allowances.

Section 8
Military Leave:

If the employee is in the National Guard or active reserve unit and is called for temporary duty, the employee will be given military leave without pay. A vacation will not be effected by such duty. The employee may elect to use one week of accumulated vacation time with approval of their supervisor.

ARTICLE 14

INSURANCE

Section 1
Health Insurance:

The Town will provide health insurance coverage as provided for in the Personnel bylaws. If any other employee group receives a Town Contribution exceeding that provided Local 301, the bargaining unit shall be given the higher contribution.

Section 2
Life Insurance:

Life insurance in the amount of ten thousand (\$10,000) will be available to all qualified employees. Retirees will be eligible to receive five thousand (\$5,000) in life insurance. The Town will contribute fifty-eight percent (58%) of the premium. In addition, the employee may purchase an additional ten thousand dollars (\$10,000) at his own expense.

ARTICLE 15

RETIREMENT

Section 1

Qualifying employees participate in the Norfolk County Retirement System. All other employees must be covered by as Deferred Compensation Plan. Qualifying bargaining unit employees will continue to accrue retirement benefits as specified in the current retirement plan.

ARTICLE 16

DISCIPLINE

Section 1

Disciplinary action, up to and including discharge, against any employee shall not be arbitrary, and shall be for just and sufficient cause. The employer shall notify the employee and the Union in writing of such disciplinary action in a timely manner after initiating such action. The notice of action shall specifically state the reason (s) for the action.

Section 2

Employees may appeal the disciplinary actions, up to and including discharge, through the Grievance Procedure. Such grievances shall be given priority by the Town and the Union over all other grievances between the Town and the bargaining unit.

Section 3

Warning notices shall be removed from an employee's personnel file if no additional warning notices or further discipline has been issued to the employee concerning the matter in next twelve (12) months following the first notice.

Section 4

Employees shall appeal letters of warning starting at the first step of the grievance procedure. Suspensions shall be appealed starting at the second step of the grievance procedure. Terminations shall be appealed at the third step of the grievance procedure.

Section 5

In the event any unscheduled or scheduled meeting that may lead to disciplinary action is held between an employee and a supervisor, the employee shall have a right to have a Union representative present at such meeting. This shall not apply in those instances when a supervisor conducts a routine performance appraisal or non-disciplinary discussion with the employee concerning the employee's work performance. At no time shall the employee be required to sign a written statement critical of his work performance or conduct without the employee's consent, or without the opportunity to have a Union representative present.

Section 6

Normally, all disciplinary action will be progressive in nature, in that employees will first be warned verbally by a Supervisor of any problem, filed warned in writing, then suspended (if required), and then terminated (if required). Bargaining unit employees will be given the opportunity, in a timely manner, upon the employee's request, to review their personnel file. The Town can dismiss any employee without notice for gross misconduct, i.e. theft, alcohol intoxication, illicit use of drugs or physical abuse. Employees may request a hearing with the appointing authority within forty-eight (48) hours or two working days, to appeal any dismissal action under this section. Employees may appeal a dismissal under this section in accordance with the grievance procedure, Article 17.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 1

For the purpose of this Agreement, a grievance is defined as any dispute between an employee or employees and the Town, the Town and the Union or the Union and the Town concerning the interpretation, application or violation of any provision(s) of this Agreement. No matter shall be subject to the grievance procedure unless taken up within fifteen (15) working days of its occurrence, or within fifteen (15) working days of the awareness of the occurrence. The parties agree that grievances should be resolved at the lowest level possible of the grievance procedure. The Town and the Union agree that in some instances it would be better served to allow Union Representatives to speak directly to the Human Resources Director to settle disputes or clarify issues or situations. The Town and Union will waive the Grievance Procedure in those instances in an effort to expedite a resolution.

Section 2

Employees should first discuss the grievance with their immediate supervisor. If this does not result in a satisfactory solution, employees should present the grievance in writing to the DPW Director.

Section 3

The DPW Director has five (5) working days to give a response in writing, to the aggrieved employee.

Section 4

If the DPW Director's response is unacceptable, the employee shall present the grievance in writing to the Town Administrator.

Section 5

The Town Administrator has five (5) working days to give a response in writing to the aggrieved employee.

Section 6

If the Town Administrator's response is unacceptable, the employee shall present the grievance in writing to the Board of Selectmen, A meeting shall be held within fifteen (15) working days, in executive session, at a date and time mutually agreed by the parties to discuss the grievance.

Section 7

The Board of Selectmen has fifteen (15) working days to issue a decision.

Section 8

Within fifteen (15) working days after receipt of the written decision by the Board of Selectmen, the Union shall have the right to submit the grievance to the Massachusetts State Labor Board. The Town and the Union must agree on a single arbitrator from a list provided by the Labor Board containing five (5) names. The arbitrator shall not have the right to modify or alter this agreement. The costs of arbitration shall be paid by the Union.

Section 9

The parties agree the aggrieved employee shall be given the option of union representation at all steps of the grievance process.

Section 10

Decisions made in the grievance process shall be in writing, except as provided in Article 16. A copy of any written decision (s) will be furnished to the Union.

Section 11

An individual employee, at any time, may present a grievance to the Town and have the grievance adjusted, without intervention from the Union, provided the adjustment shall not be inconsistent with the terms of this Agreement. The Union shall be given prompt notice of the adjustment. No bargaining unit employee (s) may process a grievance to arbitration without the authorization of the Union.

Section 12

Nothing in this Agreement is intended to preclude the Town from filing a grievance against the Union. Such grievance shall be submitted in writing without fifteen (15) working days of its occurrence to the Union. If the grievance is not satisfactorily resolved by the parties within fifteen (15) working days after it is submitted to the Union, the grievance may be submitted to the Massachusetts State Labor Board as provided for in Section 8 of this article, except the Town shall pay the costs of arbitration.

Section 13

Time limits for the grievance procedure may be waived, or modified by mutual consent of the parties, in writing.

Section 14

Grievances involving more than one employee with identical grievances may be handled as a group grievance, with all employees receiving the same remedy. If the Town fails to meet the time limits specified in the grievance procedure, the grievance may be submitted to the next level of the grievance procedure. Should a grievance not be initiated at any step of this grievance procedure within the time limits set forth in the grievance procedure, the grievance shall be deemed to have been denied, unless such time limits are extended or modified by mutual agreement of the parties, in writing.

Section 15

Union representatives, grievant (s) and witnesses shall be considered in a paid status during meetings or hearings held during working hours concerning the processing of grievances under this Agreement. Such time shall be limited to one hour per employee or representative per grievance. Grievants, witnesses and their Union representative shall be in a paid status during the arbitration hearing held during working hours.

Section 16

Either party may, at its option, select the Massachusetts Board of Conciliation and Arbitration as the arbitral forum for their grievance. The costs, if any, of such forum shall be equally shared. The arbitrator or arbitration panel shall not have the right to modify or alter this Agreement,

ARTICLE 18**HEALTH AND SAFETY****Section 1**

The Town agrees to provide a healthy and safe working environment for bargaining unit employees to the best of its ability. Bargaining unit employees will raise any safety or health issues with their appropriate supervisor in a timely manner. The Supervisor shall take action upon being notified of a health or safety problem in a timely manner.

Section 2

Excluding work of an emergency nature, no outside work shall be performed in extreme heat or extreme cold weather of such degree that work cannot be reasonably or safely performed. For the purpose of this Agreement, the word "emergency" shall mean any and all work performed when such work could be reasonably affect the lives and safety of persons or property. The Superintendent or his designee shall make the determination on when work can be reasonably or safely performed.

Section 3

Any specific safety equipment, device, or articles (hard hats, goggles, rain gear, rain boots, etc.) that the Town may require the employees to use shall be provided by the Town. This provision shall not include work boots.

Section 4

Uniforms will be provided at no cost to bargaining unit employees to the same extent before the acceptance of this Agreement.

Section 5

DOT Physicals

Bargaining unit members are asked to get their annual DOT Physical during their annual medical physical by their Primary Care Doctor. If the doctor refuses to certify the DOT Physical Requirements then the Department of Public Works will assign its medical consultant to complete the physical at their cost. DOT Physicals are required at least every 2 years.

Section 6

Clothing Allowance

Beginning in fiscal year 2014 each DPW employee will be allowed an annual reimbursement of up \$500 for the purchase of work shoes/boots and work clothing.

ARTICLE 19

STRIKES AND LOCKOUTS

Section 1

The Union, its officers, and members of the Bargaining Unit, individually and collectively, do hereby agree that they will not cause, call, authorize, or ratify any strike or work stoppage directed against the Employer, The Employer agrees it will not lock out its employees.

ARTICLE 20

EMPLOYEE ASSISTANCE PROGRAM AND DRUG AND ALCOHOL TESTING

Section 1

Both the Town and the Union strongly favor a drug free work place. To that end, an Employee Assistance Program (EAP) has been established for all employees, which provides counseling, evaluations and treatment referrals, if needed, and will deal with such problem areas as family, legal, emotional, and substance abuse.

Section 2

Drug and alcohol testing for employees shall be in accordance with the Drug and Alcohol Policy issued by the Board of Selectmen, and dated November 20, 1995, except as amended by Section 4 below.

Section 3

Any disciplinary action taken as a result of a positive test, or refusal to submit shall be in accordance with the Drug and Alcohol Policy issued by the Board of Selectmen, and dated November 20, 1995. Employee disciplinary actions, including termination, may be appealed as provided in Article 16, Grievance Procedure.

Section 4

The Town and the Union agree to the following changes to the Drug and Alcohol Policy, dated November 20, 1995:

Testing of covered employees, Article II A and B: The Town's "consent" is not required for a leave of absence in order to undergo treatment and rehabilitation for the first positive test. The employee is required to file a written request in advance of the leave of absence stating the reason(s) and expected leave duration.

ARTICLE 21

EDUCATION

Section 1

There will be a continuing education stipend paid for credit courses earning a passing grade and non-credit courses or seminars provided each is on a topic that is approved by the Department Head to be consistent with the employee's field of work. This stipend will be limited to 75% or \$300.00 maximum per-employee, per-year. The Local has agreed to cover 25% or \$100.00 maximum per-employee, per year.

ARTICLE 22

MISCELLANEOUS

Section 1

The Board of Selectmen agree to meet with the Union at least twice a year to discuss matters of mutual concern to the parties if either party wishes.

Section 2

It is understood and agreed to by the parties that management personnel shall not perform bargaining unit work except in emergencies as reasonably and not arbitrarily determined by the Employer.

Section 3

Transfers of bargaining unit employees initiated by the Employer shall be performed for valid work related reasons. The Town agrees to notify the Union and affected employees, in writing, a minimum of five (5) working days prior to any transfer. The Town agrees to meet with the Union, if requested, to negotiate the impact of the transfer on the employee and the Union. Employees may request voluntary transfers to any vacant position in the bargaining unit by sending a written request to the Superintendent. Voluntary transfers shall be handled in accordance with Article 7, Vacancies, of this Agreement.

Section 4

Any furlough or unpaid leave must be negotiated with the Union prior to implementation.

Section 5

Use of equipment by Superintendents

The union understands that the Superintendents will need to operate the department's equipment from time to time in circumstances such as:

For a Training or Educational Opportunity

To keep up the flow of work on a job site

When an absence will prevent a job's work to meet its schedule or a delay will cause the potential for a significant cost increase.

Emergency situations

It is understood that the Superintendent's use of equipment is not intended to eliminate an overtime opportunity for the bargaining unit members or to prevent adding staff.

ARTICLE 23 DURATION

Section 1

This Agreement shall become effective on July 1, 2015, and shall remain in full force and effect through the 30th day of June 2018. Notification to negotiate a successor agreement shall be given sixty (60) days prior to the expiration of this Agreement. If this Agreement expires while negotiations are underway between the parties for a successor agreement, the terms and conditions of this Agreement shall continue to apply.

Section 2

Should any provisions of this Agreement or of any supplement or amendment hereto be held invalid by any court or administrative tribunal of competent jurisdiction, or should any such provision conflict with or contravene any Federal law or any law of the Commonwealth of Massachusetts or regulations promulgated pursuant thereto, such provisions shall be null and void, and all other provisions of this Agreement and of such supplement or amendment shall remain in full force and effect. If compliance with or enforcement of any such provision shall be restrained by any court of competent jurisdiction, all other provisions of this Agreement and any supplement or amendment hereto shall remain in full force and effect.

In witness thereof, the parties hereto have caused their names to be signed:

Date: _____

For the Norfolk Highway Department
Employees Association
IFPTE Local 301, AFL-CIO-CLC

For the Town of Norfolk
BOARD OF SELECTMEN

James C. Lehan

Scott Bugbee

Jeff Palumbo

APPENDIX B

BARGAINING UNIT POSITIONS

Department of Public Works (DPW)

POSITIONS	PAY LEVELS
DPW Division Foreman **	L
DPW Division Assistant Foreman **	K.b
<u>Water Distribution Operator</u>	J
DPW Division Operator/Truck Driver **	I.b
DPW Division Truck Driver/Laborer *	H.a
DPW Division Truck Driver/Laborer **	H.b
DPW Division Skilled Laborer	G
DPW Division Skilled Laborer *	G.a
DPW Division Skilled Laborer **	G.b
DPW Division Part-time Permanent Laborer (Union Position)	F
DPW Division Part-time Permanent Laborer * (Union Position)	F.a
DPW Division Part-time Permanent Laborer** (Union Position)	F.b
DPW Division Part-time Seasonal Laborer (Non-Union Position)	D
Water Maintenance Operator	I
Water Apprentice Maintenance Operator	H
Mechanic	I
Mechanic *	I.a
Mechanic **	I.b
Assistant Mechanic	H
Assistant Mechanic *	H.a
Assistant Mechanic **	H.b

Note: * Hydraulic or CDL License
 ** Hydraulic and CDL License
 Address licenses in each job description; including water licenses – (Water License -