

AGREEMENT BETWEEN THE TOWN OF NORFOLK

AND

NORFOLK MUNICIPAL CLERICAL EMPLOYEES  
ASSOCIATION, INTERNATIONAL FEDERATION OF PROFESSIONAL AND  
TECHNICAL ENGINEERS, LOCAL 310, AFL-CIO-CLC

EFFECTIVE JULY 1, 2014 TO JUNE 30, 2018

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PREAMBLE

This agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Town of Norfolk, Commonwealth of Massachusetts, herein referred to as the Employer or the Town and the Norfolk Municipal Clerical Employees Association International Federation of Professionals and Technical Engineers, AFL-CIO CLC, Local 310, 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 Municipal Clerical employees 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 (employees who work at least 35 hours per week) and regular part-time (those regularly scheduled to work twenty or more hours per week) clerical employees of the Town of Norfolk, excluding all employees in other collective bargaining units.

### **Section 2**

The term employee(s), as used throughout this Agreement, shall refer to all Town Department 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. The term "Department Head" refers to an employee's immediate supervisor or in the case of employees working under a board or committee the immediate supervisor shall be the Town Administrator or his designee.

## **ARTICLE 2 MANAGEMENT RIGHTS**

The Town has and will continue to retain all of the rights, powers and authority concerning the management of the Town 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 Town.
- B. To accomplish or continue policies, practices and procedures for the conduct of Town business and from time to time to change or abolish such policies or procedures.
- C. To discontinue processes or operations or to discontinue a position.
- D. To select and determine the number and types of employees required to perform the Town's 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.
- 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 Town 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**

- 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 2**

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 3**

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 4**

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 4 Union representatives 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 will be permitted during working hours with prior approval of the Department Head where the Union representative seeking such approval is located. 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 representative shall inform the Department Head, or his designee, in writing prior to taking such a leave of absence. The Union Executive Board consisting of President, Treasurer and Steward shall have super seniority protection from layoff within their individual department.

**ARTICLE 6  
COMPENSATION**

**Section 1**

Wages for the length of this contract (July 1, 2014 to June 30, 2018) are outlined in the Wage Scale of Appendix A.

**Section 2**

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

**Section 3**

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 six (6) 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

**ARTICLE 7  
HOURS OF WORK  
OVERTIME AND PREMIUM PAY**

**Section 1**

Hours

The regular hours of work each day shall be consecutive, except for a ½ hour paid lunch break. Time off or pay cannot be taken in place of lunch. Bargaining unit employees shall be scheduled to work a shift with regular starting and quitting times, Library Employee hours are set at the discretion of the Library Trustees. Full time Employees attending night meetings and working forty (40) hours shall start between 8:00 am and 9:00 am depending on meeting schedule. Full time employees working thirty-five (35) hours and part time employees are as scheduled by the Department Head. Town Hall Employee hours may be altered by the Employer only once every two years.

- A.1 Each full-time employee who is required to attend a night meeting and whose workweek is less than 40 hours shall be compensated an additional \$.50 per hour for time attended at the meeting.
- A.2 Overtime worked on holidays will be paid at two one-half (2 ½) times the hourly rate at a minimum of 4 hours. Employees will not receive overtime pay and holiday pay for the same hours (the employee will be paid for the holiday or they will be paid 2 ½ times their rate for hours worked).

B. All overtime shall have prior approval of the Department Head.

C. Library Employees will receive a flat rate pay differential of \$4.00 per hour for hours worked on Sundays.

**Section 2**

Employees calling in sick should call the appropriate department head's office before office hours.

**Section 3**

A break not to exceed fifteen (15) minutes will be permitted for every 4-hour work period.

**ARTICLE 8  
PERFORMANCE**

**Section 1**

Performance

- A. Performance appraisals will be conducted annually.
- B. 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.
- C. As part of the evaluation process, the Town will provide guidance to the employee on how to correct performance

problems.

- D. The performance appraisal form shall be the same format used by the Town for other employees. The Department Head will be responsible for completing the performance evaluation. In consultation with the appropriate board, The Town Administrator and/or the Human Resource Director will write the reviews for all union members that report directly to Boards. Final review dispositions, ratings, and goals will be approved by The Town Administrator and The Human Resource Director prior to delivery to union members.
- E. The performance evaluation program is intended to accomplish a number of goals beneficial to both the employees and the Town, including:
  - Provide an objective method of improving effectiveness, and efficiency of employees and Department Heads.
  - Serve as a conduit for communication and feedback outside of routine daily interactions.
  - Provide a basis for formal personnel decision making.
  - Serve as a basis for recognizing accomplishments, the need for guidance, development, training and support.
  - Furnish reliable information and records for the proper placement of employees.
  - Provide a process of establishing work goals and objectives.
  - Provide a basis for evaluating the employee's performance for completion of a probationary period, promotion, transfer and general performance.

## **ARTICLE 9 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:

Resignation

Discharge for cause

Layoff exceeding twenty-four (24) months continuous service to the Town.

### **Section 2**

The first ninety (90) workdays of employment will be considered a probationary period. A performance evaluation may be conducted at the end of the probationary period. 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 probation period. The Town's decision to terminate a probationary employee shall not be subject to the grievance procedure in Article 15.

### **Section 3**

The Department Head, at his/her discretion, may extend the probationary period by an additional thirty (30) workdays.

### **Section 4**

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 10 VACANCIES**

### **Section 1**

Notice of all vacant positions 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 14 calendar days. The Employer has the right to post the position publicly after the seventh calendar day of the posting period. Bargaining unit employees retain the ability of first preference for 14 calendar 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 Employer or his designee within 14 calendar 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

- Job skills and ability;
- Experience related to the requirements of the position;
- Training and education related to the requirements of the position; and prior job performance, including efficiency, quantity and quality of work, dependability and attendance.

If two or more applicants are rated equally qualified based on the factors noted above, seniority within the department shall be the tiebreaker, with the most senior person within the department being given the position.

**Section 4**

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 5**

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.

**ARTICLE 11  
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 in the effected department 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 of layoff 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.

**Section 3**

Employees laid off under this Article shall be given priority on part time positions during the recall period if they so indicate to the Town in writing.

## ARTICLE 12 LEAVES OF ABSENCE

### **Section 1** Sick Leave

Employees will earn sick leave at the rate of 25% of the employees' scheduled weekly hours for each month of service, with credit to begin with the first working day of the month in which the employee was hired. In no event will unused sick leave be compensated for, monetarily or otherwise.

Sick leave is the absence from work without loss of pay for the following reasons:

- A personal illness or injury
- Caring for a spouse, child, and parent.
- Exposure to a contagious disease that may jeopardize the health of others.( Dr. note may be required)
- Medical or dental appointments that cannot be reasonably scheduled outside of working hours.

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.

If an employee has expended all earned sick days, but has a medical reason to extend his/her absence, the Town of Norfolk has adopted a policy to assist the employee and retain benefits. If the person is eligible to receive vacation benefits, such leave may be deducted proportionally from the amount of vacation leave earned and due for the year in which the absence occurred. If the employee has already used all earned vacation benefits during the term, the absence may then be chargeable against the next succeeding vacation leave allowance. The maximum number of days that may be charged against the current benefit due and the future benefit to be earned is thirty (30) days total.

Sick Leave is given as insurance so that when an employee is ill they will receive pay. Employees should do the best to save sick days so that in case of a serious illness, they will have a bank of day to pay them for an extended period.

Excessive use of sick time or any pattern of absenteeism identified by management, without medical documentation, 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 and may be subject to discipline. It is understood that employees will from time to time have situations where the use of more than a typical number of sick days will be used, such as the flu, injuries at home, surgery, infections, etc. This is in no way considered abuse of the policy. In addition, this does not in any way diminish a member's right to apply for Family Medical Leave.

### **Section 2** Vacation Leave

The established vacation year is the fiscal year, July 1 through June 30. Employees with less than one (1) year of service shall receive one half day vacation for each month of employment not to exceed five (5) days vacation for the first twelve (12) months. Vacation time is calculated beginning their first day of work but is not

credited until after 90 days. Employees are not allowed to use time accrued until the probationary period of ninety (90) days have passed unless otherwise approved by the Town Administrator or the Human Resource Director. Vacation time is earned based on the employee's length of service and is credited monthly for the first ten months of the fiscal year up to the maximum vacation eligibility.

<u>Service Period</u>	<u>Paid Vacation</u>
First Fiscal Year	1/2 day per month worked*
Fiscal years 2 through 4	1 day per month worked* ( 2 weeks)
Fiscal years 5 through 9	1.5 days per month worked* (3 weeks)
Fiscal years 10 through 19	2.0 days per month worked* (4 weeks)
Fiscal years 20 and over	2.5 days per month worked* (5 weeks)

\*Based on a full work week. Other schedules will be calculated based on the number of days worked per week.

Employees that are retirement eligible will be given their full unused vacation allotment upon termination. Other exceptions to this policy may be made by the Human Resource Director or the Town Administrator.

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.

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.

If an employee has expended all earned sick days, but has a medical reason to extend his/her absence, the Town of Norfolk has adopted a policy to assist the employee and retain benefits. If the person is eligible to receive vacation benefits, such leave may be deducted proportionally from the amount of vacation leave earned and due for the year in which the absence occurred. If the employee has already used all earned vacation benefits during the term, the absence may then be chargeable against the next succeeding vacation leave allowance. The maximum number of days that may be charged against the current benefit due and the future benefit to be earned is thirty (30) days total. Upon approval of the department head and the Town Administrator, an applicant may be granted early vacation entitlement.

Department Heads may start new hires with paid vacation benefits based on years of service from other job related experience with other Industries and/or Municipalities as if the new hire had Norfolk Years of Service, with written approval from the Town Administrator. It shall be the responsibility of the Department Head to get prior approval from the Town Administrator. It is the responsibility of the Town Administrator to notify the Union and Human Resources,

Under unusual circumstances the Town Administrator may grant to an employee a carryover of up to 1 week of vacation time from one fiscal year to the next fiscal year.

#### **Section 4**

##### Holidays

Bargaining unit employees not working the holiday shall receive the following holidays with full regular pay:

New Year's Day	Martin Luther King Day
President's Day	Patriot's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	

Close at 1:00 pm Christmas Eve\*

Close at 1:00 pm Thanksgiving Eve\*

\* Provided that such a day is normally scheduled workday.

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

## **Section 5**

### Personal Days

Three (3) personal days with pay per fiscal year may be taken for such purposes as personal business or medical appointments, etc. A minimum notice of forty-eight (48) hours should be received by a Supervisor prior to taking a personal day. Personal days do not accumulate. No unused personal time shall be paid out to the employee.

## **Section 6**

### Funeral or Bereavement Leave

For death or memorial services in the immediate family of a permanent employee or of his/her spouse, 1 work week 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: mother, father, mother-in-law, father-in-law, sister, brother, wife, husband, son, daughter, grandparents, grandchildren, brother-in-law and sister-in-law of the employee, son-in-law, and daughter-in-law. For the deaths of relatives other than immediate family, an absence of up to one full day with pay shall be allowed to attend funeral or memorial services.

## **Section 7**

### Other Leave

Any absence of an employee from duty, including any absence for a single day or part of a day that is not authorized by a specific grant of leave under the provisions of this agreement or is not authorized by the Department head prior to said leave will be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Absences for personal reasons may be charged to vacation leave upon application by the employee and approval of the Department Head or immediate supervisor. 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. Requests for all leave of absences may be approved by the Town Administrator. If the request for a leave of absence 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 8**

### 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 9**

### 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 affected by such duty. The employee may elect to use one week of accumulated vacation time with approval of their supervisor.

## **Section 11**

### Part Time Employees

Vacation

Vacation time shall be treated the same as for full time employees, with the understanding that a day earned will be equal to ¼ of their regular work schedule and one week earned will be equal to one week of the part time employees regular work schedule.

Holidays

Part time employees will earn holiday time equal to ¼ of their regular work schedule for holidays, and will work or use leave time to cover the other ¾ of their regular work week.

Sick Time

Shall be earned and used in day and ½ increments or as regularly accounted for by the Finance Department.

Personal Days

As with full time employees, part time employees shall have 3 personal days each fiscal year. The value of these 3 days shall equal a benefit of ¾ of the employees regular work schedule.

**ARTICLE 13  
INSURANCE**

**Section 1**

Health Insurance

The Town will continue to provide health insurance coverage and benefits previously provided to the employees of the Town prior to certification of the Union.

Health insurance is provided by the town with the town contributing 63% of the premium of said health insurance. Any increase in the town's share of the premium is subject to approval of the voters of the Town of Norfolk. If the town approves a contribution of greater than 63% the increased contribution shall apply to this contract.

**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 sixty-three percent (63%) of the premium. In addition, the employee may purchase an additional ten thousand dollars (\$10,000) at his own expense. Any increase in the Town's share of the premium is subject to the approval of the voters of the Town of Norfolk. If the town approves a contribution of greater than 63%, the increased contribution shall apply to this contract.

**ARTICLE 14  
RETIREMENT**

**Section 1**

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

**ARTICLE 15  
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 will not be used in disciplinary action if no additional warning notices or further discipline has been issued to the employee concerning the matter in the next twelve (12) months following the first notice except for serious type offences including but not limited to sexual harassment.

## **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, then 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 15.

# **ARTICLE 16 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 must 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 Department Head.

**Section 3**

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

**Section 4**

If the Department Head's response is unacceptable, the employee shall present the grievance in writing to the Town Administrator and/or his designee.

**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 from the Board of Selectmen meeting to issue a decision.

**Section 8**

Within fifteen (15) working days from the date of their next meeting 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 Department of Labor Relations. The Town and the Union must agree on a single arbitrator from a list provided by the American Arbitration Association 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 15. 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 within 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 Department of Labor Relations 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 shall 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 17 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. The town agrees to provide a healthy environment including heating, ventilation, air conditioning, noise, rodent and insect control and lighting. If in event the temperature of the work area goes below sixty (60) degrees and rises above eighty (80) degrees, impairing an employee's ability to do his/her job, the employee may be reassigned to another work area. If the employee cannot be reassigned the employee will be allowed to leave, with pay until the situation is corrected.

#### **Section 2**

It is the Employers goal to provide an atmosphere free of harassment of any kind as defined in Federal and State Laws. It is the right of any employee to take action under the guidelines outlined in both State and Federal Law.

### **Article 18 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 15, 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 19 MISCELLANEOUS**

### **Section 1**

The Board of Selectmen agree to meet upon request with the Union at least twice a year to discuss matters of mutual concern to the parties.

### **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 Town Administrator. 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.

## **ARTICLE 20 Education Compensation**

All Union positions that require ongoing education or workshops for their duties shall be awarded an education stipend of up to \$200 per fiscal year for classes/workshops. The stipend shall not be directly awarded to the employee for attendance to any workshop nor shall the stipend be awarded to the employee if the employee does not avail himself/herself of the educational class. Approval of the educational forum or class must be approved by the Town Administrator and their manager prior to use. Educational workshops must be directly related to the responsibilities and duties performed by the employee. The stipends are subject to the towns budgets and may be limited to their ability to pay.

## **ARTICLE 21 DURATION**

### **Section 1**

This Agreement shall become effective on July 1, 2014, and shall remain in full force and effect through the 30<sup>th</sup> 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. This contract can be extended for a period of up to four (4) years by mutual agreement of both parties.

### **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 conflicts with contravenes any Federal law or any law of the

Commonwealth of Massachusetts or regulations promulgated pursuant thereto, such provisions shall be null in 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 Municipal Clerical  
Employees Association  
IFPTE Local 310, AFL-CIO-CLC

For the Town of Norfolk  
BOARD OF SELECTMEN

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX A**

Appendix  
A

Schedule CLERICAL - 1

1-Jul-14

TOWN OF NORFOLK

COMPENSATION SCHEDULE

FY 2015

Increase Over FY14

1.50% (VARIABLE)

Rate	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1	\$8.84	9.08	\$9.30	\$9.53	\$9.77	\$10.02	\$10.27	\$10.52	\$10.78	\$11.05	\$11.34
2	\$15.39	15.79	\$16.19	\$16.58	\$17.00	\$17.43	\$17.85	\$18.30	\$18.77	\$19.23	\$19.71
3	\$15.53	15.93	\$16.31	\$16.72	\$17.15	\$17.57	\$18.01	\$18.46	\$18.92	\$19.40	\$19.88
4	\$15.94	16.33	\$16.74	\$17.16	\$17.59	\$18.03	\$18.48	\$18.95	\$19.42	\$19.91	\$20.40
5	\$16.89	17.30	\$17.73	\$18.17	\$18.63	\$19.09	\$19.56	\$20.06	\$20.56	\$21.07	\$21.60
6	\$17.84	18.29	\$18.74	\$19.21	\$19.69	\$20.20	\$20.69	\$21.22	\$21.74	\$22.29	\$22.84
7	\$19.42	19.90	\$20.39	\$20.89	\$21.43	\$21.97	\$22.51	\$23.08	\$23.64	\$24.24	\$24.86
8	\$25.43	26.08	\$26.73	\$27.40	\$28.09	\$28.78	\$29.50	\$30.23	\$31.00	\$31.77	\$32.56
8A	\$28.48	29.20	\$29.93	\$30.67	\$31.44	\$32.23	\$33.03	\$33.86	\$34.71	\$35.58	\$36.47

\*If an employee is at the maximum step of his/her position's designated pay grade, then a lump sum payment will be paid equal to 2.5% of his/her annualized salary on his/ her salary anniversary date.

Appendix A

Schedule CLERICAL - 1

1-Jul-15

TOWN OF NORFOLK  
 COMPENSATION SCHEDULE  
 FY 2016

Increase Over FY15

1.50% (VARIABLE)

Rate	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
1	\$8.97	\$9.22	\$9.44	\$9.67	\$9.92	\$10.17	\$10.42	\$10.68	\$10.94	\$11.22	\$11.51	\$11.78	\$12.09	\$12.38	\$
2	\$15.62	\$16.03	\$16.43	\$16.83	\$17.26	\$17.69	\$18.12	\$18.57	\$19.05	\$19.52	\$20.01	\$20.51	\$21.02	\$21.56	\$
3	\$15.76	\$16.17	\$16.55	\$16.97	\$17.41	\$17.83	\$18.28	\$18.74	\$19.20	\$19.69	\$20.18	\$20.68	\$21.19	\$21.71	\$
4	\$16.18	\$16.57	\$16.99	\$17.42	\$17.85	\$18.30	\$18.76	\$19.23	\$19.71	\$20.21	\$20.71	\$21.23	\$21.77	\$22.32	\$
5	\$17.14	\$17.56	\$18.00	\$18.44	\$18.91	\$19.38	\$19.85	\$20.36	\$20.87	\$21.39	\$21.92	\$22.46	\$23.02	\$23.60	\$
6	\$18.11	\$18.56	\$19.02	\$19.50	\$19.99	\$20.50	\$21.00	\$21.54	\$22.07	\$22.62	\$23.18	\$23.76	\$24.35	\$24.96	\$
7	\$19.71	\$20.20	\$20.70	\$21.20	\$21.75	\$22.30	\$22.85	\$23.43	\$23.99	\$24.60	\$25.23	\$25.85	\$26.50	\$27.17	\$
8	\$25.81	\$26.47	\$27.13	\$27.81	\$28.51	\$29.21	\$29.94	\$30.68	\$31.47	\$32.25	\$33.05	\$33.87	\$34.71	\$35.60	\$
8A	\$28.91	\$29.64	\$30.38	\$31.13	\$31.91	\$32.71	\$33.53	\$34.37	\$35.23	\$36.11	\$37.02	\$37.93	\$38.87	\$39.84	\$

\*If an employee is at the maximum step of his/her position's designated pay grade, then a lump sum payment will be paid equal to 2.5% of his/her annualized salary on his/her salary anniversary date.

TOWN OF NORFOLK  
 COMPENSATION SCHEDULE  
 FY 2017

1-Jul-16

Increase Over FY16

1.50% (VARIABLE)

Rate	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
1	\$9.10	\$9.36	\$9.58	\$9.82	\$10.07	\$10.32	\$10.58	\$10.84	\$11.10	\$11.39	\$11.68	\$11.96	\$12.27	\$12.57
2	\$15.85	\$16.27	\$16.68	\$17.08	\$17.52	\$17.96	\$18.39	\$18.85	\$19.34	\$19.81	\$20.31	\$20.82	\$21.34	\$21.88
3	\$16.00	\$16.41	\$16.80	\$17.22	\$17.67	\$18.10	\$18.55	\$19.02	\$19.49	\$19.99	\$20.48	\$20.99	\$21.51	\$22.04
4	\$16.42	\$16.82	\$17.24	\$17.68	\$18.12	\$18.57	\$19.04	\$19.52	\$20.01	\$20.51	\$21.02	\$21.55	\$22.10	\$22.65
5	\$17.40	\$17.82	\$18.27	\$18.72	\$19.19	\$19.67	\$20.15	\$20.67	\$21.18	\$21.71	\$22.25	\$22.80	\$23.37	\$23.95
6	\$18.38	\$18.84	\$19.31	\$19.79	\$20.29	\$20.81	\$21.32	\$21.86	\$22.40	\$22.96	\$23.53	\$24.12	\$24.72	\$25.33
7	\$20.01	\$20.50	\$21.01	\$21.52	\$22.08	\$22.63	\$23.19	\$23.78	\$24.35	\$24.97	\$25.61	\$26.24	\$26.90	\$27.58
8	\$26.20	\$26.87	\$27.54	\$28.23	\$28.94	\$29.65	\$30.39	\$31.14	\$31.94	\$32.73	\$33.55	\$34.38	\$35.23	\$36.13
8A	\$29.34	\$30.08	\$30.84	\$31.60	\$32.39	\$33.20	\$34.03	\$34.89	\$35.76	\$36.65	\$37.58	\$38.50	\$39.45	\$40.44

\*If an employee is at the maximum step of his/her position's designated pay grade, then a lump sum payment will be paid equal to 2.5% of his/her annualized salary on his/ salary anniversary date.

TOWN OF NORFOLK

Schedule CLERICAL - 1

1-Jul-16

COMPENSATION SCHEDULE

FY 2018

Increase Over FY17

1.50% (VARIABLE)

Rate	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
1	\$9.24	\$9.50	\$9.72	\$9.97	\$10.22	\$10.47	\$10.74	\$11.00	\$11.27	\$11.56	\$11.86	\$12.14	\$12.45	\$12.76
2	\$16.09	\$16.51	\$16.93	\$17.34	\$17.78	\$18.23	\$18.67	\$19.13	\$19.63	\$20.11	\$20.61	\$21.13	\$21.66	\$22.21
3	\$16.24	\$16.66	\$17.05	\$17.48	\$17.94	\$18.37	\$18.83	\$19.31	\$19.78	\$20.29	\$20.79	\$21.30	\$21.83	\$22.37
4	\$16.67	\$17.07	\$17.50	\$17.95	\$18.39	\$18.85	\$19.33	\$19.81	\$20.31	\$20.82	\$21.34	\$21.87	\$22.43	\$22.99
5	\$17.66	\$18.09	\$18.54	\$19.00	\$19.48	\$19.97	\$20.45	\$20.98	\$21.50	\$22.04	\$22.58	\$23.14	\$23.72	\$24.31
6	\$18.66	\$19.12	\$19.60	\$20.09	\$20.59	\$21.12	\$21.64	\$22.19	\$22.74	\$23.30	\$23.88	\$24.48	\$25.09	\$25.71
7	\$20.31	\$20.81	\$21.33	\$21.84	\$22.41	\$22.97	\$23.54	\$24.14	\$24.72	\$25.34	\$25.99	\$26.63	\$27.30	\$27.99
8	\$26.59	\$27.27	\$27.95	\$28.65	\$29.37	\$30.09	\$30.85	\$31.61	\$32.42	\$33.22	\$34.05	\$34.90	\$35.76	\$36.67
8A	\$29.78	\$30.53	\$31.30	\$32.07	\$32.88	\$33.70	\$34.54	\$35.41	\$36.30	\$37.20	\$38.14	\$39.08	\$40.04	\$41.05

\*If an employee is at the maximum step of his/her position's designated pay grade, then a lump sum payment will be paid equal to 2.5% of his/her annualized salary on his/ salary anniversary date.

**| APPENDIX B.**

**NORFOLK MUNICIPAL EMPLOYEES UNION GRADE SCHEDULE**

- Grade 2 Office Assistant, Planning Board
- Grade 3 Office Assistant, Department of Public Works  
Library Associate
- Grade 4 Office Assistant, Town Administrator  
Council on Aging Assistant  
Driver, Council on Aging  
Library/Teacher Associate  
DPW, Office Assistant
- Grade 5 Accounting Department Assistant  
Assessing Technician  
Data Collector, Assessors Department  
Revenue Collector, Treasurer/Collector Office
- Grade 6 DPW Administrative Assistant  
Payroll Assistant/Water & Tax Revenue Collector  
Police, Associate Executive Assistant
- Grade 7 Animal Control Officer  
Planning & Development Administrative Assistant  
Building & Facilities Assistant  
Local Inspector, Building Department  
Technical Services Librarian  
Youth Services Librarian
- Grade 8 Department of Public Works Executive Asst  
Facilities Manager  
Senior Librarian: Children's-Young Adult Services  
Police, Executive Assistant
- Grade 8A Information Systems Administrator, Library