

MEMORANDUM OF UNDERSTANDING

NORFOLK COUNTY COMMISSIONERS

AND

NORFOLK COUNTY ENGINEERS

AFSCME, COUNCIL 93, LOCAL 2417

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Norfolk County Commissioners (hereinafter "the County") and the Norfolk County Engineers, AFSCME, Council 93, Local 2417 (hereinafter "the Union").

WHEREAS, the County and the Union have entered into a Collective Bargaining Agreement for the period of July 1, 2016 through and including June 30, 2019; and,

WHEREAS, the County and the Association have negotiated pursuant to Chapter 150E of the Massachusetts General Laws, the terms and conditions of a successor Agreement to said Collective Bargaining Agreement; and,

NOW, THEREFORE, in consideration of mutual promises contained herein, the County and the Association agree as follows:

1. Prior Agreement and Duration

The terms and conditions of the Collective Bargaining Agreement in effect for the period of July 1, 2016 through June 30, 2019 shall continue in full force and effect for the period of July 1, 2019 through June 30, 2022 except as amended by this Memorandum of Agreement. Unless specifically stated otherwise, the terms of this Memorandum shall become effective on July 1, 2019. All proposals presented by the Parties during the course of these negotiations which are not specifically addressed herein have been withdrawn by the Parties.

2. Article XV - Longevity

Amend to read as follows¹:

Longevity payments shall be made in the following manner:

- A. ~~After ten (10) years of service, Four Hundred Dollars (\$400.00);~~
- B. ~~After fifteen (15) years of service, Seven Hundred Dollars (\$700.00);~~
- C. ~~After twenty (20) years of service, One Thousand Dollars (\$1000.00).~~

¹ Proposed insertions are shown in *bold italics*, deleted language with a ~~strikethrough~~-font.

~~Effective July 1, 2017, longevity payments shall be made in the following manner:~~

- A. After ten (10) years of service, Five Hundred Dollars (\$500.00);
- B. After fifteen (15) years of service, Eight Hundred Dollars (\$800.00);
- C. After twenty (20) years of service, Eleven Hundred Dollars (\$1,100.00);
- D. After twenty-five (25) years of service, Fifteen Hundred Dollars (\$1,500.00).

Effective July 1, 2020, longevity payments shall be:

- A. After ten (10) years of service, Six Hundred Dollars (\$600.00);*
- B. After fifteen (15) years of service, Nine Hundred Dollars (\$900.00);*
- C. After twenty (20) years of service, Twelve Hundred Dollars (\$1,200.00);*
- D. After twenty-five (25) years of service, Sixteen Hundred Dollars (\$1,600.00).*

Longevity will be determined based upon an employee's years of service as of July 1st of each year. Payments shall be made by July 30th of each year.

2. **Article XVI, Section 6A and B – Personal Clothing Requirements and Clothing Allowance**

Incorporate provisions of August 17, 2018 MOA and then amend Section 6B to read as follows:

Subject to the approval of the necessary funding by the Advisory Board on County Expenditures for Norfolk County, the County will reimburse employees as follows:

- a. up to ~~Four~~ *Five* Hundred ~~Twenty-Five~~ Dollars (~~\$425.00~~*500.00*) per fiscal year for the purchase of work clothing and work boots, as described at Section 6A, above.

~~For Fiscal Year 2019 work boots as described in Section 6.A, above, shall be purchased before September 3, 2018.~~

Work boots must be readily identifiable as conforming to the required standards. Example: original manufacturer's packaging and tabs, tongue label or manufacturer's brochure or informational material.

Requests for reimbursement must be accompanied by original receipts and made no later than June 1st of the Fiscal Year. Payment will be made within thirty (30) days of submission of original receipts by the employee.

3. **Title Page**

Amend to change "Council 43" to "Council 93".

4. **Article XIII – Classifications and Salary Rates**

- A. Amend title of Article to read: "Classifications and *Wage* Rates".
- B. The Parties agree to create an hourly wage scale with the grades and steps in place as of June 30, 2019, to which the agreed upon increases set forth at Part C below will apply. The June 30, 2019 hourly rates are attached to this MOU as Exhibit A.
- C. Amend Article XIII to read as follows:

It is specifically agreed that this Article is contingent upon funding being approved by the Advisory Board on County Expenditures for Norfolk County.

~~Effective July 1, 2016, there will be a three percent (3%) wage increase for all employees covered by the Agreement. Effective July 1, 2017, there will be a two and one half percent (2.5%) wage increase for all employees covered by the Agreement. Effective July 1, 2018, there will be a two percent (2%) wage increase for all employees covered by the Agreement.~~

The hourly wage scale for employees is attached hereto as Exhibit A and incorporates the following increases:

Effective July 1, 2019 – 1.35%;

Effective July 1, 2020 – 2%;

Effective July 1, 2021 – 2.25%.

An employee who is promoted to a new position, reclassified or increased in step shall have their anniversary date adjusted to the effective date of the change for the purpose of future step advancement.

- D. Effective July 1, 2019, the existing members of the unit will receive a one grade increase. The placement of these employees, including anniversary date for future step movement, is as set forth at Exhibit B.

5. **Article V – Seniority/Reduction in Force**

Amend Article as follows:

A. Seniority:

The County Director shall prepare a seniority list, on an annual basis, that includes the initial date of appointment as a permanent employee for all employees holding positions covered by this Agreement. Length of creditable service with the County shall govern in instances of increases or decreases in the work force where an employee has had at least six (6) months of service as a permanent employee. ~~Subject to his qualifications to perform the work, an employee laid off in one classification may assert such seniority right in respect to another classification in which he has worked in the County as a permanent employee.~~ Upon completion of six (6) months service, an employee shall be considered permanent.

B. Shift Assignments and Vacations:

Shift assignments and vacations shall be by seniority as scheduled by the County Commissioners and the County Engineer with due regard for the requirements of public service, wherever possible, shall be made on the basis of seniority preference. Vacation shall be scheduled based on the needs of the Department and on the basis of seniority pursuant to the selection process set forth in Article X.

C. Reductions in Force and Recall:

1. *Employees will be laid off, on the basis of seniority, within job classification. Subject to his/her qualifications to perform the work, an employee laid off in one classification may assert such seniority right in respect to another classification for which he/she is qualified.*
2. *Employees who have been laid off shall be entitled to recall rights for a period of two (2) years (24 months) from the effective day of their respective layoffs. During the recall period, the laid-off employee shall be notified of openings. In order to be eligible for recall, the employee must have satisfied his/her probationary period. The laid-off employee will be responsible for notifying, in writing, the County Director of his/her current phone number, mailing and e-mail address. The County Director shall be responsible for notification to the last submitted telephone number and mail and e-mail addresses of the employee. Qualified employees shall be recalled by seniority. All benefits to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. No credit will be given for time spent on layoff. During the recall period, any employee who refused to accept a recall or did not respond to the notification of a job opening within five (5) business days will forfeit rights under this section.*

6. **Contract Signing**

Following ratification of this Memorandum of Agreement, the terms will be integrated into a new Collective Bargaining Agreement ("CBA") document. Two (2) originals of the CBA will be executed by Local 2417 President and the County Commissioners at a duly convened meeting of the County Commissioners. One (1) original will be retained by the County and one (1) original will be retained by the Union.

7. **Article X, Section 4 – Vacation**

Amend to read as follows:

Employees shall be entitled to the following vacation schedule:

For less than one (1) year of employment, one (1) day for each month employed, not to exceed ten (10) days;

For one (1) year of employment, but less than four and one-half (4 1/2) years, two (2) weeks;

After 4 1/2 years of employment - 3 weeks;

After 9 1/2 years of employment - 4 weeks;

After 19 1/2 years of employment - 5 weeks.

During the employee's first fiscal year of employment, vacation days will accrue on a monthly basis and may be used upon accrual after proper scheduling with the appropriate supervisor.

Thereafter, vacation time shall be credited to employees on July 1 of each year, based upon the employee's years of service as of June 30, and may be used after proper scheduling with the appropriate supervisor. However, should an employee separate from employment, for any reason, prior to June 30 of any year, in calculating any vacation day payment owed to the employee at the time of separation, vacation days shall be pro-rated based upon that part of the year actually worked.

Requests for a single vacation day must be made at least one (1) working day in advance. Requests for vacation time in excess of a single day must be made at least five (5) working days in advance.

An employee may carry over up to ten (10) unused vacation days from one (1) fiscal year to the next provided that the employee applies in writing and receives written authorization from the County Commissioners. Otherwise unused vacation time remaining at the end of the fiscal year shall be forfeited without compensation.

8. **Article X, Section 5 – Sick Leave Buy Back**

Amend to read as follows:

Employees may carryover an unlimited number of unused sick days from fiscal year to fiscal year.

An employee who retires from his/her position with the County or dies while employed by the County, shall receive a cash payment equivalent to twenty percent (20%) of the employee's accrued but unused sick leave credited to the employee on the date of his/her retirement or death, provided that such payment is not included in any calculation towards the employee's retirement allowance. *The payment shall not exceed twenty percent (20%) of 300 days.* The payment shall be based on the employee's final rate of pay. In the event of an employee's death, payment shall be made to a beneficiary designated by the employee in writing or in absence thereof, to the estate.

9. **Article X, Section 7 – Bereavement Leave**

Amend to read as follows:

~~In addition to the Bereavement Leave set forth in the County's Personnel By-Laws, employees may be granted one (1) day of paid bereavement leave to attend the funeral/memorial service of a brother-in-law, sister-in-law, aunt or uncle.~~

A four (4) day leave of absence with pay shall be granted to an Engineering Department employee upon notification of a death to the Department Head for the following: husband, wife, child (including stepchild), parent, parent of either spouse, brother, sister, step parent, grandchild, or any person living in the immediate household.

A one (1) day leave of absence with pay shall be granted to an Engineering Department employee upon notification of a death to the Department Head for the following: brother in law, sister in law, son in law, daughter in law, aunt, uncle, aunt and uncle of either spouse, niece, nephew, grandparent, or legal guardian.

10. **Article X, Section 1 - Personal Leave**

Amend to read as follows:

~~In accordance with the provisions as set down by the County Personnel Board dated June 3, 1977, effective July 1, 1977 on each July 1, full time employees will be credited annually with three paid personal leave days and may be taken during the following twelve months at time or times requested by the employee and approved by the Appointing Authority. Any paid personal leave not taken by the following~~

~~June 30 will be forfeited by the employee. Employees shall be granted three (3) personal days annually each year on July 1. These days are to be used by the employee to conduct personal business over the next twelve months. Any paid personal leave not used by June 30th of that fiscal year shall be deemed forfeited.~~

Any employee who leaves the employ of the County during the fiscal year shall not be paid for unused personal leave, nor shall unused personal days be used in a retirement pay out.

Personal leave may be used in conjunction with vacation leave. The personal leave provided in this Article shall satisfy any obligation on the part of the employer to provide leave to an employee under M.G.L. c. 149, §52D, also known as the "Small Necessities Leave Act." Personal leave may be taken in half day increments.

11. **Article II – Union Dues and Agency Service Fee**

Amend Title: Union Dues and *Voluntary* Agency Service Fee

Amend provision to read as follows:

Under the authority of General Laws, Chapter 150E, the County agrees that union dues *or voluntary agency fee*, determined in accordance with the constitution and by-laws of the Union, may be deducted monthly from the salary of any employee in the bargaining unit who signs and files with the County a form authorizing such deductions if such an arrangement is approved by the County Treasurer; such authorization shall remain in full force and effect until the employee ceases to be employed in the bargaining unit, or, if the employee remains in such employment, until sixty (60) days after notice in writing by the employee to the County withdrawing the authorization, with a copy thereof filed with the treasurer of the Union. The County Treasurer shall remit the sum so deducted to the treasurer of the Union, provided the Treasurer of the County is satisfied that the treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his duties, in a sum and with such surety or sureties as are satisfactory to the County Treasurer.

~~Agency Fee shall become a condition of employment in compliance with the terms and conditions as set out in General Laws, Chapter 150E, Section 12.~~

~~Arrangements satisfactory to the County Treasurer shall be made by the Union regarding Agency Fee.~~

~~The Union agrees that it shall provide the County with a certification that a vote of the majority of the employees in the bargaining unit present and voting did, in fact, vote to include the provisions of Agency Fee. In the event that legal action is taken by any member of the Union or by any third party against the County Commissioners as a result of their implementation of the Agency Fee provisions of this Article, the Union agrees to hold the County Commissioners harmless and~~

~~indemnify them for all expenses or judgments or allowances entered against them as a result of said action. Further, the Union agrees that it will defend the County Commissioners against any such causes of action.~~

12. **Article XIX – Termination, Renewal and Changes**

Amend to read as follows:

This Agreement shall become effective July 1, ~~2016~~ 2019, and shall remain in full force and effect until June 30, ~~2019~~2022, and from year to year thereafter. The parties specifically agree that this contract will continue during successor negotiations. Nothing in this Article shall preclude either party during negotiations from modifying proposals so submitted.

13. **Housekeeping:**

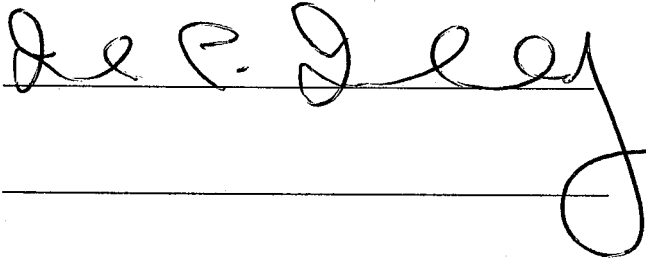
1. Revise to use gender neutral terms.
2. Update all relevant dates.
3. Delete expired or performed provisions.

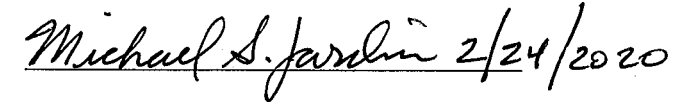
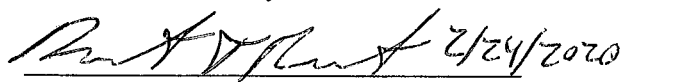
This **MEMORANDUM OF AGREEMENT** is subject to ratification by the Parties, approval of necessary appropriations by the County Advisory Board, and appropriation pursuant to M.G.L. c. 150E, §7. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed this th 24 day of February, 2020.

FOR THE NORFOLK COUNTY COMMISSIONERS:

FOR THE UNION:



 Michael S. Jardin 2/24/2020
 2/24/2020

**EXHIBIT A
HOURLY WAGE SCALE**

This is the starting base rates in effect as of June 30, 2019.

JOB GRADE	FY '19 HOURLY RATE
17-01	24.94
17-02	25.85
17-03	26.77
17-04	27.68
17-05	28.59
17-06	29.50
17-07	30.42
17-08	31.33
17-09	32.24
18-01	26.09
18-02	27.08
18-03	28.06
18-04	29.05
18-05	30.04
18-06	31.02
18-07	32.01
18-08	33.00
18-09	33.99
19-01	27.38
19-02	28.45
19-03	29.51
19-04	30.57
19-05	31.63
19-06	32.69
19-07	33.76
19-08	34.82
19-09	35.88
20-01	28.80
20-02	29.89
20-03	30.99
20-04	32.08
20-05	33.17
20-06	34.27
20-07	35.36
20-08	36.45
20-09	37.55

JOB GRADE	FY '19 HOURLY RATE
21-01	30.09
21-02	31.27
21-03	32.45
21-04	33.64
21-05	34.82
21-06	36.00
21-07	37.18
21-08	38.36
21-09	39.54
22-01	31.54
22-02	32.80
22-03	34.06
22-04	35.32
22-05	36.58
22-06	37.84
22-07	39.10
22-08	40.36
22-09	41.62
23-01	33.10
23-02	34.39
23-03	35.69
23-04	36.99
23-05	38.28
23-06	39.58
23-07	40.87
23-08	42.17
23-09	43.47
24-01	34.55
24-02	35.91
24-03	37.28
24-04	38.65
24-05	40.01
24-06	41.38
24-07	42.75
24-08	44.11
24-09	45.48
25-01	36.00
25-02	37.44
25-03	38.89
25-04	40.33
25-05	41.78
25-06	43.23
25-07	44.67
JOB GRADE	FY '19 HOURLY RATE
25-08	46.12

25-09	47.56
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Exhibit B
Grade Increase Implementation

Name	June 30, 2019 Grade and Step Placement	July 1, 2019 Grade and Step Placement	FY 2020 Step Increase Anniversary Date
Bob Forrest	Grade 22, Step 5	Grade 23, Step 4	7/1/19 Grade 23, Step 5
Mike Jardin	Grade 24, Step 9	Grade 25, Step 8	6/1/20 Grade 25, Step 9
Chris Perry	Grade 19, Step 5	Grade 20, Step 4	9/1/19 Grade 20, Step 5