

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF DEDHAM

AND

AFSCME LOCAL 362A, COUNCIL 93

(UNIT A)

JULY 1, 2015 THROUGH JUNE 30, 2017

26 This Agreement entered into by the Town of Dedham hereinafter referred to as the
27 **EMPLOYER** and Local #362, State Council #93, American Federation of State, County and
28 Municipal Employees, AFL-CIO (Unit A), hereinafter referred to as the **UNION**, has as its
29 purpose the promotion of harmonious relations between the EMPLOYER and the UNION, the
30 establishment of an equitable and peaceful procedure for the resolution of differences; and the
31 establishment of rates of pay, hours of work and other conditions of employment.
32
33

34 **ARTICLE I**
35 **RECOGNITION**
36

37 The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purposes
38 of negotiating salaries, wages, hours and other conditions of employment for all employees of the
39 Department of Public Works, including Administrative Assistants. The EMPLOYER will not aid,
40 promote or finance any labor group or organization which purports to engage in collective
41 bargaining for such employees, or make any agreement with any such group or individual for the
42 purposes of undermining the UNION or changing any condition contained in this Agreement.
43
44

45 **ARTICLE II**
46 **MANAGEMENT RIGHTS**
47

48 Except where such rights, powers and authority are specifically relinquished, abridged or limited by
49 the provisions of this Agreement, the management of the Department of Public Works and the
50 direction of the working forces shall be vested solely in the EMPLOYER.
51
52

53 **ARTICLE III**
54 **CIVIL SERVICE**
55

56 The EMPLOYER and the UNION shall recognize and adhere to all Civil Service (to the extent that
57 they are applicable) and state labor laws, rules and regulations relative to seniority, promotions,
58 transfers, discharges, removals and suspensions.
59

60 The UNION further reserves the right to represent employees under any such established procedure.
61 Any employee not covered by any statute relative to the above matters shall have recourse to the
62 grievance procedure contained herein.
63

64 Any new hire covered by the provisions of this Collective Bargaining Agreement shall not be subject
65 to the provisions of the Civil Service Statutes of the Commonwealth.
66
67

68 **ARTICLE IV**

UNION DUES/AGENCY FEE

69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111

Employees shall tender monthly membership dues by signing the Authorization of Dues form. During the life of this Agreement and in accordance with the terms of the Form of Authorization for Check-Off of Dues hereinafter set forth, the EMPLOYER agrees to deduct UNION membership dues levied in accordance with the Constitution of the UNION from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the UNION, along with a list of employees who have had said dues deducted.

In accordance with the provision of Chapter 150E of the General Laws, all employees in the Bargaining Unit shall, as a condition of employment, pay to the UNION, the exclusive Bargaining Agent and Representative, an agency fee.

In consideration of the municipal EMPLOYER entering into this Collective Bargaining Agreement, which Agreement includes an Agency Service Fee Provision, the UNION hereby agrees to indemnify the said EMPLOYER and hold it harmless from any and all claims, liabilities or costs of the EMPLOYER which arise out of entering into or enforcement of said provisions which arise out of the payroll deduction of agency service fees.

**ARTICLE V
DISCRIMINATION AND COERCION**

There shall be no discrimination by either UNION or EMPLOYER against any employee because of the employee's activity, membership or non-membership in the UNION. The EMPLOYER agrees that there will be no discrimination against any member for the member's adherence to any provision of this Agreement or the member's refusal to comply with any order, which would violate this Agreement.

**ARTICLE VI
UNION REPRESENTATIVES**

The EMPLOYER shall be furnished the names of the UNION stewards immediately after their designation, and the UNION shall notify the EMPLOYER of any change in UNION representatives.

The Local Chapter Chairman or other elected delegate shall be granted three (3) working days each year to attend Council 93 State Conventions provided they are held during working hours and that the Local Chapter Chairman is a delegate.

An employee elected to the Executive Board of Council 93 shall be granted five (5) working days with compensation each year to attend meetings or perform duties designated by the Executive Board provided they occur during working hours.

112
113 The Shop Steward, if needed, shall be provided time, with the permission of Management, during
114 working hours, subject to the needs of the Department to provide public works services to the
115 community, to investigate and process employee grievances and related labor-management matters.
116 Whenever possible, such investigations and inquiries will be scheduled at the start or end of the shift.
117

118
119 **ARTICLE VII**
120 **GRIEVANCE AND ARBITRATION PROCEDURE**
121

122 In order to foster and maintain the promotion of harmonious relations between the EMPLOYER and
123 the UNION, as described in the Preamble to this AGREEMENT, the parties expressly agree to
124 establish an equitable and peaceful procedure for the resolution of differences as described below:
125

126 The UNION shall establish a Grievance Review Committee, of its own choosing, to review any and
127 all grievances or disputes brought to its attention by any employee covered by this agreement
128 concerning the application, meaning, or interpretation of this Agreement. The Grievance Review
129 Committee shall consist of not less than three (3) members nor more than five (5) members drawn
130 from the employees covered by this agreement. The Grievance Review Committee shall elect a
131 Chairman, and a Recording Secretary, who shall keep notes of the proceedings of the Grievance
132 Review Committee. The Union Steward shall not be a voting member of the Grievance Review
133 Committee, but shall act as an advocate before the Grievance Review Committee on behalf of the
134 Employee. The Employee may choose an advocate, other than the Union Steward, from the
135 membership of the Bargaining Unit, if the employee so desires.
136

137 The Grievance Review Committee shall be afforded time during working hours to meet, generally at
138 the start or end of a regular work shift, to discuss an issue(s) brought to it by any employee covered
139 by this agreement. In order for a matter to be considered by the Grievance Review Committee, the
140 aggrieved employee, through the offices of the Union Steward, shall submit the grievance or dispute
141 in writing to the Grievance Review Committee within three (3) working days of the date of the
142 grievance or the employee's knowledge of its occurrence.
143

144 The Grievance Review Committee shall investigate the matter and make its findings known to the
145 employee within five (5) working days of the employee's submission of the matter for their
146 consideration.
147

148 If the Grievance Review Committee finds that a violation of this AGREEMENT or the
149 misapplication of a Departmental Policy has occurred, the matter shall be further addressed and
150 settled in the following manner:
151

152 **STEP 1.** The UNION Steward and/or other employee representative, with or without the aggrieved
153 employee, shall take up the grievance or dispute in writing with the Director of Public Works within
154 three (3) working days next following the date that the decision of the Grievance Review Committee

155 is rendered.

156

157 The Director shall attempt to adjust the matter and shall respond to the Union Steward or other
158 Union Representative within five (5) working days of the receipt of the grievance.

159

160 **STEP 2.** If the grievance still remains unadjusted, it shall be presented to the Town Manager in
161 writing within three (3) working days after the response of the Director is due. The Town Manager
162 shall conduct an investigation and may call a hearing allowing all interested parties to be heard and
163 to call and cross-examine witnesses. The Town Manager shall respond in writing to the Union
164 within ten (10) working days following his receipt of the Grievance. Within five (5) working days
165 after the Town Manager's response, the said aggrieved employee must elect his remedy as between
166 Civil Service, if applicable, or the next step in the grievance procedure provided by this Collective
167 Bargaining Agreement.

168

169 **STEP 3.** If the grievance is still unsettled, either party may, within fifteen (15) working days after
170 the reply of Town Manager is due, by written notice to the other, request arbitration.

171

172 In the case of arbitration proceedings, the services of the American Arbitration Association shall be
173 used. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall
174 be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony
175 and argument.

176

177 Grievances involving disciplinary action shall be processed beginning at STEP 2. If the case reaches
178 arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and
179 including restoration to the job with all compensation and privileges that would have been due the
180 employee.

181

182 The aggrieved employee may waive the right of a hearing at any step in the grievance procedure.

183

184 If the Grievance Review Committee finds that no violation of this AGREEMENT or the
185 misapplication of a Departmental Policy has occurred, the Grievance review Committee shall so
186 inform the employee, and the Union will pursue the complaint no further.

187

188 After the employee provides the Union with a written waiver of its duty to represent the employee
189 under the terms of this agreement, nothing in this Article shall be construed to prevent said employee
190 from exercising his legal rights to file a grievance on his own behalf without said Union
191 representation. An employee who files a grievance on their own may proceed through the grievance
192 process up to Step 3 of this Article.

193

194 The parties agree that communication is critical in making this agreement work. In order to foster
195 such communication, the parties agree to the establishment of a permanent LABOR-
196 MANAGEMENT COMMITTEE consisting of six (6) representatives of the UNION and three (3)
197 representatives of the EMPLOYER.

198
199 The LABOR-MANAGEMENT COMMITTEE shall meet at least four (4) times, not more than three
200 (3) months passing between meetings, throughout the contract year.
201

202 The LABOR-MANAGEMENT COMMITTEE may be broken down into various sub-committees to
203 discuss such specific issues as safety, training, productivity, uniforms, etc.
204

205
206 **ARTICLE VIII**
207 **SENIORITY**
208

209 The length of service of the employee in the service of the Town shall determine the seniority of the
210 employee. The principal of seniority shall govern and control in all cases of hours of work, and
211 decrease or increase of the working force, and the use of Earned Paid Leave Time.
212

213
214 **ARTICLE IX**
215 **JOB POSTING AND BIDDING**
216

217 When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a
218 conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain
219 posted for seven (7) days. Employees interested in the position shall apply in writing within the
220 seven (7) day period. Within ten (10) days of expiration of the posting period, the EMPLOYER will
221 award the position based on qualifications. Where qualifications are relatively equal for two or more
222 employees, seniority shall be the determining factor. Selections shall not be made arbitrarily or
223 capriciously and shall be subject to the grievance and arbitration procedure as set forth in Article
224 VII.
225

226 The parties agree that in-service promotional opportunities should be fostered. To make such a
227 policy effective, the parties agree to cooperate in establishing in-service training programs to
228 improve the present capabilities of employees and to qualify them for advancement.
229

230 It is understood by the parties, that the EMPLOYER has the sole right under accepted practice and as
231 reinforced by Article II of this Agreement to determine the establishment of and/or filling of a
232 position.
233

234
235
236
237
238
239
240

ARTICLE X
JOB REDUCTION, LAYOFF AND RECALL

In the case of a layoff or a reduction of work, the layoff and reduction of employees within each job classification or position assignment shall be determined by the length of continuous service as defined in Article VIII.

Employees in a particular classification may elect to bump into a lower classification provided they are qualified to perform the duties of that position.

The employee with the least seniority shall be laid off first. Rehiring within each job classification or position assignment shall be in reverse order of seniority; that is, the person with the highest seniority shall be rehired or reinstated first.

ARTICLE XI
HOURS OF WORK

As of the effective date of this agreement, the EMPLOYER shall have the right to establish two (2) regular shifts (paid at straight time) for employees of the Dedham Department of Public Works.

The parties agree that the EMPLOYER has the sole right under Article II of this Agreement to determine the number of employees to be assigned to each shift and the job titles and qualifications of those employees.

The parties agree that once established, a shift schedule shall remain in effect until the parties mutually agree to a change.

The regular hours of work shall be as follows:

Shift A: 4:00 a.m. to 12 noon

Shift B: 7:00 a.m. to 3:00 p.m.

The normal workweek shall consist of five (5) consecutive eight (8) hour shifts, Monday through Friday, for a total of forty (40) hours per week, inclusive of the break and lunch periods.

The workday of employees shall consist of eight (8) hours each shift. Work hours will not be changed for the purpose of avoiding overtime payment.

ARTICLE XII
MEAL PERIODS

All employees shall be granted a paid thirty (30) minute meal period during each regular shift. Whenever possible, subject to the demands for public service, the meal period shall be granted as follows:

Shift A: 8:00 a.m. to 8:30 a.m.

Shift B: 11:00 a.m. to 11:30 p.m.

The EMPLOYER shall grant a thirty (30) minute meal period at the end each four (4) hours of overtime actually worked, if the overtime is expected to go beyond five (5) hours.

The parties agree that nothing stated herein shall prevent the EMPLOYER from making adjustments to the meal periods for individual employees or groups of employees to insure that continuous public works' services are provided when required.

ARTICLE XIII
REST PERIODS

Each employee shall be granted one paid fifteen (15) minute rest period during the regular work shift.

Whenever possible, subject to the demands for public service, the rest period shall be granted as follows:

Shift A: 6:00 a.m. to 6:15 a.m.

Shift B: 9:00 a.m. to 9:15 a.m.

During extended continuous overtime, each employee shall be granted a fifteen (15) minute rest period after each two (2) consecutive hours of continuous paid work.

The parties agree that nothing stated herein shall prevent the EMPLOYER from making adjustments to the rest periods for individual employees or groups of employees to insure that continuous public works' services are provided when required.

ARTICLE XIV
OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times

327 his regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one
328 (1) week.

329
330 All work performed on Sunday shall be paid at the rate of double the regular rate of pay.

331
332 Authorized Earned Paid Leave Time leave will count towards the minimum requirements to work
333 eight (8) regular hours in each workday and forty (40) regular hours in each workweek in order to be
334 eligible for overtime pay.

335
336 Any time lost in a workweek for which an employee is charged with being absent without leave,
337 suspended, docked, on worker's compensation leave, and/or on a leave of absence shall not count
338 towards the minimum eight (8) hour workday or forty (40) hour workweek for the purpose of
339 calculating overtime pay.

340
341 Overtime shall be voluntary except in cases of emergency as declared by the Director of Public
342 Works, where a reasonable amount of said emergency overtime shall be performed by all employees.

343
344 In order to insure that a sufficient number of employees are available to handle after hours
345 emergencies, the Commissioner or his designee, may, prior to the end of the regular shift, declare a
346 **STANDBY EMERGENCY** under which he may impose **MANDATORY STANDBY TIME** on
347 those employees possessing the necessary skills to handle the expected demands on the Department
348 during the anticipated emergency.

349
350 While on **MANDATORY STANDBY TIME**, each employee shall be available by cell-phone and
351 telephone to respond to work within sixty (60) minutes of receiving a call to report.

352
353 **MANDATORY STANDBY TIME** shall begin at the end of his last regular shift and shall end at the
354 start of the overtime shift or the next regular shift which ever comes first.

355
356 Employees shall be compensated at the rate of two dollars (\$ 2.00) per hour, or any portion thereof,
357 for being on **MANDATORY STANDBY TIME**.

358
359 An employee on **MANDATORY STANDBY TIME** who fails to report in a timely fashion shall be
360 docked all of his **MANDATORY STANDBY TIME** Pay, and may be further subject to progressive
361 disciplinary action up through and including termination.

362
363 An employee maybe excused from **MANDATORY STANDBY TIME** if the employee can present
364 documentation of a medical necessity for either himself or an immediate family member, or
365 documentation of some sort of important personal commitment, such as a funeral, wedding,
366 anniversary, etc. Routine social gatherings, such as a birthday party, club banquet, sporting event,
367 etc. shall not qualify as an acceptable excuse for missing **MANDATORY EMERGENCY**
368 **OVERTIME**.

369

370 Any employee called back to work on the same day, after having completed his assigned work and
371 left his place of employment and before his next regular scheduled starting time, shall be paid at the
372 rate of time and one-half for all hours worked on recall. The employee will be guaranteed a
373 minimum of four (4) hours pay at time and one-half for a call-back. This guarantee of four (4) hours
374 shall also apply if the employee on the A.M. Shift is called back to work between 12:00 A.M. to 4:00
375 A.M. or when an employee on the Day Shift is called back to work between 3:00 A.M. to 7:00 A.M.,
376 Monday through Friday.

377
378 An employee who is working on overtime shall continue to be compensated at the overtime rate
379 through the next regular shift, provided that such continuous overtime work began at least seven (7)
380 hours before the start of his next regular shift, until the employee has been relieved from duty or
381 otherwise terminates that continuous work period.

382
383 If approved by the Director, employees may go home at their regular rate of pay until the end of
384 their regular shift or stay on the shift at their premium rate of pay. This provision would only be
385 applied in instances where the employee had worked several hours prior to their normal shift.
386 The Director would have discretion to determine when this provision would be applied.

387
388 An officer or Executive Board member shall be on duty for all overtime during snow or inclement
389 weather conditions.

390
391 In order to insure the accuracy and integrity of the overtime lists, each employee is responsible to
392 maintain the currency and accuracy of the information on file at the DPW Administration office
393 including: personal cell phone number, primary home phone number, secondary home phone
394 number, if applicable, and mailing address of current principal residence. This information shall be
395 considered as part of the employee's Personnel File, and will only be used for the administration of
396 the Dedham Department of Public Works.

397
398 Overtime, whenever possible, shall be equally and impartially distributed among personnel in
399 compliance with the policy entitled "Labor Forces Policy Directive DPW-9: DISTRIBUTION OF
400 OVERTIME." Such policy reads as follows:

401
402
403
404

405 Town of Dedham - Department of Public Works
406 Labor Forces Policy Directive DPW-9: DISTRIBUTION OF OVERTIME

- 407
408 1. The Director and the Superintendents, in accordance with the provisions of Article II of this
409 Agreement, reserves the sole right to determine the number and qualifications of employees
410 who shall be offered overtime in order to carry-out a particular assignment in the most
411 efficient, effective, and safest manner possible. In general, a qualified employee shall be
412 deemed to be an employee who is properly licensed by the State to do the required work, and

413 who is otherwise capable of performing the overtime assignment. The Town of Dedham is
414 committed to offering training to its employees and the UNION agrees that it will strongly
415 encourage its employees to participate in training programs and to seek to improve their
416 license status and their work capabilities.
417

418 2. The Director and the Superintendents shall establish and keep current two Overtime Lists.
419 The First List shall include ALL DPW Labor Forces covered by this Agreement. The
420 Second List shall include all DPW Administrative Staff covered by this Agreement. Based
421 on the nature of the overtime assignment, the Director and the Superintendents shall use the
422 appropriate list to offer overtime to employees of the Department on a rotating basis. The
423 Overtime List shall be established by seniority.
424

425 3. The Director and the Superintendents shall first offer an overtime assignment to that
426 qualified employee in the Department who is next on the appropriate Overtime List. If said
427 employee is not available or refuses the overtime assignment, then the overtime assignment
428 shall be offered to the next qualified employee in the Department on the Overtime List and
429 so on down the list until the assignment is filled.
430

431 4. In the case of overtime resulting from a continuing assignment from the regular shift, any
432 employee requested by the Director or the Superintendents to work beyond the employee's
433 regular shift to complete the on going work, may continue to work the overtime assignment
434 deriving from the continuing regular work without regard to the employee's ranking on the
435 overtime list. In the event that additional personnel are required to complete the work
436 deriving from the continuing regular work assignment, the above-cited overtime assignment
437 provisions shall apply.
438

439 5. This overtime policy shall apply to ALL DPW Employees covered by this Agreement. Only
440 the Director shall be empowered to offer overtime to UNION employees. Records shall be
441 kept of all attempts to offer overtime work. Any employee who works without the explicit
442 permission of the Director or the Superintendents shall not be paid for any non-authorized
443 overtime worked.
444

445 6. All DPW employees shall be required to work a reasonable amount of overtime during the
446 course of the year. DPW Employees, as vital members of the Town's Public Safety Services
447 Team, shall make themselves as available as often possible to respond to calls involving
448 inclement weather or other health and safety emergencies. The Town may require an
449 employee to be available for emergency overtime, by placing the employee on Mandatory
450 Standby Time in accordance with Article XIV of the Collective Bargaining Agreement.
451

452 7. In emergency situations, in order to insure that appropriate public works services are
453 provided to the public, outside of the regular DPW shift schedule, the Director may, after
454 using the procedures described above to secure sufficient personnel to work necessary
455 overtime, require an employee to perform Mandatory Public Works Overtime in reverse

456 order of seniority

457

458 8. An employee will not be considered available for an overtime assignment if the employee is
459 absent on Sick Leave Pool Time (SLPT), on Workers Compensation Leave (WCL), Family
460 Medical Leave Act (FMLA), Small Necessities Leave Act (SNLA), Leave of Absence
461 (LOA), Military Duty (MD), Bereavement Leave (BL), or is absent because the employee
462 has been suspended/docked. If a sufficient number of employees cannot be found to
463 complete the overtime assignment from the eligible DPW employees, then the Director or
464 the Superintendents may call Parks Department employees or outside private contracting
465 services to complete the work. An employee's eligibility for overtime will not be restored
466 until he has returned to work one full, regular DPW shift.

467

468 9. The only exception to the above-described manner of distributing overtime shall be in the
469 case of a burial at the Town Cemetery outside of regular working hours. In such a case, one
470 of the employees to be offered the overtime assignment shall be either the Cemetery
471 Superintendent or the Public Works Foremen normally assigned to work at the Cemetery.
472 These two employees, the Cemetery Superintendent and the Cemetery Foreman, shall rotate
473 the supervision of overtime burial assignments between themselves with the approval of the
474 Director. In order to insure that burial services can be offered to the public outside of the
475 regular DPW shift schedule, the Director or the Superintendents, may, after using the
476 procedures described above to secure sufficient personnel to work overtime, require an
477 employee to perform Mandatory Cemetery Overtime in reverse order of seniority.

478

479

480

481

ARTICLE XV EARNED PAID LEAVE TIME

482

483

1. **EARNED PAID LEAVE TIME:**

484

485

486

487

488

489

490

491

492

493

494

495

496

497

498

Definition:

Earned Paid Leave Time (EPLT) is an alternative approach to the traditional manner of covering absences for vacation, personal leave, and sick leave.

Instead of dividing benefits into a specific number of days for each benefit, Earned Paid Leave Time puts the various components of previously accepted paid leave time benefits together into a single benefit.

Earned Paid Leave Time can be used for a variety of purposes, including a payment in cash at the time of voluntary termination in good standing.

Earned Paid Leave Time is available as soon as it is EARNED.

499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541

An employee earns paid leave time based on formulae that take into consideration the employee’s years of service with the Town as well as the previously generally accepted distribution of paid leave.

The formulae for calculating Earned Paid Leave Time are described below.

Regular Work Week shall be that period of time described in ARTICLE XI, above generally consisting of five (5) consecutive days, normally Monday through Friday, in which the employee works a continuous eight (8) hour shift at regular (straight time) pay for a total of forty (40) hours of paid work.

Regular Pay Period shall be that period of time described in ARTICLE XI, above, which consists of two (2) consecutive regular work weeks totaling eighty (80) hours of paid (straight time) work, for which the employee receives a payment on a bi-weekly basis.

2. APPLICABILITY:

The parties mutually agree that All Employees covered by this Collective Bargaining Agreement shall be offered their principal paid leave benefit through the provisions of this article, notwithstanding any previously accepted past practice or collective bargaining agreement, except where provision is expressly made for other paid leave in another article(s) of this agreement. For example: Jury Duty Leave or Military Leave.

To earn Earned Paid Leave Time, an employee of the Dedham Department of Public Works must be a permanent, full-time employee of the Department.

An employee on an approved reduced work scheduled may earn Earned Paid Leave Time in proportion to the employee’s regular hours worked in a regular work week expressed as a ratio of regular hours worked divided by forty (40) so long as such employee works at least twenty (20) regular hours in each regular work week.

3. CALCULATION OF EARNED PAID LEAVE TIME:

Earned Paid Leave Time is EARNED on an on-going basis based on the number of regular (straight time) hours an employee actual works.

The parties expressly agree that for the purposes of earning Earned Paid Leave Time, regular straight time hours, holiday leave, approved Earned Paid Leave Time leave, approved Jury Duty leave, approved Military Duty leave, approved Bereavement Leave, and approved Union Business leave shall be included in the calculation of Earned Paid Leave Time.

542 Worker's Compensation leave, Sick Leave Pool Time leave, unpaid FMLA leave, unpaid
543 SNLA leave, any time lost because of an unexcused absence, and any time an employee is
544 docked or suspended shall NOT be included in the calculation of Earned Paid Leave Time.
545

546 **EARNED PAID LEAVE TIME FORMULAE:**
547

YEARS OF SERVICE	HOURS EARNED PER HOUR WORKED	APPROXIMATE EQUIVALENT DAYS EARNED PER MONTH	HOURS EARNED PER YEAR	APPROXIMATE EQUIVALENT DAYS EARNED PER YEAR
0 – 4	0.10000000	2.17	208	26
5 – 9	0.11923077	2.58	248	31
10 – 14	0.13846154	3.00	288	36
15 – 19	0.15769231	3.42	328	41
20 – 24	0.17692308	3.83	368	46
25 plus	0.19615385	4.25	408	51

548 The parties mutually agree that for the purposes of administering this article, years of service
549 will be calculated based on the same formula prescribed by Article VIII (Seniority) of this
550 Agreement.
551

552
553
554 **4. REQUIRED MINIMUM USEAGE OF EARNED PAID LEAVE TIME**
555

556 Earned Paid Leave Time may be used any time after being earned, including during an
557 employee's probationary period.
558

559 Earned Paid Leave Time may only be used in four (4) hour increments; except as otherwise
560 expressly permitted in other sections of this Collective Bargaining Agreement.
561

562 A Minimum Amount of Earned Paid Leave Time **MUST BE** used in each contract year in order
563 to minimize the Town's future unpaid liabilities. The following table defines the **MINIMUM**
564 **AMOUNT** of Earned Paid Leave Time that must be used in each contract year.
565

566 **EARNED PAID LEAVE TIME USEAGE FORMULAE:**
567

YEARS OF SERVICE	MINIMUM EARNED PAID LEAVE TIME	MINIMUM PERCENTAGE OF EARNED PAID LEAVE	MAXIMUM PERCENTAGE OF EARNED PAID LEAVE TIME TO BE	MINIMUM RECOMMENDED PERCENTAGE OF EARNED PAID LEAVE TIME TO
------------------	--------------------------------	---	--	---

	USEAGE PER YEAR (hours)	ACCRUED PER YEAR THAT MUST BE USED ANNUALLY	CARRIED FORWARD TO NEXT CONTRACT YEAR	BE TRANSFERRED TO SICK LEAVE POOL EACH CONTRACT YEAR TO MAXIMUM
0 – 4	104	50	50	50
5 –9	137	55	45	45
10 – 14	173	60	40	40
15 – 19	214	65	35	35
20 – 24	258	70	30	30
25 plus	306	75	25	25

568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596

Calculation of the minimum amount of Earned Paid Leave Time to be used in each contract year shall be calculated from July 1 to June 30 annually. In contract years when an employee's rate of accrual changes, the minimum usage for that contract year will equal one-half of the hours accrued in the year. The Town, on or before May 1 of each contract year will notify, in writing, each bargaining unit member of the remaining amount of Earned Paid Leave Time that must be used by June 30 of said contract year. If the Town delays this notification, the deadline for using the minimum usage will be delayed beyond June 30 by the equivalent number of days.

Earned Paid Leave Time converted into Sick Leave Pool Time, **DOES NOT COUNT** towards minimum usage.

Earned Paid Leave Time used to cover absence due to emergency illness, injury or other personal matters, the employee must notify the employee’s Supervisor as soon as practical to do so.

PLANNED USE OF EARNED PAID LEAVE TIME:

Use of Earned Paid Leave Time leave shall be granted on a first-come-basis based on the date and time of submittal of the request for approval to use leave form. It is mutually agreed by the parties that at no time shall the staffing of the Dedham DPW Labor Force fall below **65%** attendance due to planned use of Earned Paid Leave Time. Management shall exercise all Management Rights available under Article II of this agreement to ensure that there is adequate staffing on hand to serve the public works needs of the citizens of Dedham including denying approval to use Earned Paid Leave Time, and in extraordinary circumstances, calling an employee, based on least seniority, back to work from Earned Paid Leave Time leave. If called back from leave, an employee will not be paid overtime for regular shift hours worked, however his Earned Paid Leave Time account will be made whole for the leave time not used.

597 In the case of conflicts in requests for time off, the conflict will be resolved by giving first choice to
598 the most senior employee.

599
600 The Employee and Management shall mutually agree upon the schedule for all planned absences by
601 submitting the requisite form to seek such approval in accordance with the following schedule:
602

LENNGTH OF PLANNED ABSENCE (workdays)	SUBMIT FORM AT LEAST THE FOLLOWING NUMBER OF WORK DAYS PRIOR TO FIRST PLANNED DAY OF ABSENCE (workdays)	MANAGEMENT SHALL RESPOND TO REQUEST WITHIN THE FOLLOWING NUMBER OF WORK DAYS PRIOR TO FIRST PLANNED DAY OF ABSENCE (workdays)
1 or 2	2	1
3 or 4	3	1
5 to 10	5	2
10 plus	7	3

603
604
605
606
607 **UNPLANNED USE OF EARNED PAID LEAVE TIME:**
608 Earned Paid Leave Time leave may be used to cover absence for most any reason, including illness,
609 vacation, funeral, dentist or doctor visits, personal errands or other business as long as the total
610 amount of leave taken meets or exceeds the minimum required leave usage required by this
611 agreement.

612
613 In rare circumstances, an employee may be allowed to take up to two (2) hours of unplanned Earned
614 Paid Leave Time leave during the first two (2) hours of his regularly scheduled shift, or during the
615 last two (2) hours of his regularly scheduled shift, to attend to personal matters. Rare circumstances
616 shall be circumstances that occur not more than four (4) times in any consecutive twelve (12) month
617 period.

618
619
620 Earned Paid Leave Time leave **may not be used** to cover tardiness except in extraordinary
621 circumstances, in which case an employee may be allowed to charge one half hour (thirty (30)
622 minutes) of unplanned Earned Paid Leave Time leave to cover the employee's tardiness if the
623 employee is less than 30 minutes late. Rare circumstances shall be circumstances that occur **NOT**
624 **MORE THAN THREE (3) TIMES** in consecutive twelve (12) month period.

625
626

627 **ABUSE OF EARNED PAID LEAVE TIME**

628
629 The parties mutually agree that Earned Paid Leave Time is a key component of this Collective
630 Bargaining Agreement, and that abuse of this benefit serves to harm both the EMPLOYER and the
631 UNION.

632
633 The Town needs to have its personnel dollars be as productive as possible. The Town recognizes the
634 need to compensate its employees fairly and reasonably in terms of wages and benefits.

635
636 The Union recognizes the obligation of its members to earn said wages and benefits by working as
637 productively as possible.

638
639 Earned Paid Leave Time leave cannot be used by the employee to gain extra paid overtime during
640 his regularly scheduled shift.

641
642 If an employee continues to be absent after exhausting all of the employee's Earned Paid Leave
643 Time as well as all of the employee's Sick Leave Pool Time, the employee's employment with the
644 Town may be involuntarily terminated.

645
646 Those employees who abuse the Earned Paid Leave Time benefit shall, in the best interests of both
647 the Employer and the Union, be subject to progressive disciplinary action up to and including
648 termination from employment with the Town.

649
650 Clearly defined abuse of the Earned Paid Leave Time benefit shall include, but may not necessarily
651 be limited to:

652
653 Using all available Earned Paid Leave Time leave in less than a contract year, and then
654 continuing to be absent from work. During the term of this Collective Bargaining Agreement,
655 for being absent the first time one (1) or more hours past all available leave time: a written
656 warning; for being absent a second time one (1) or more hours past all available leave time: a
657 two (2) day suspension without pay; for being absent a third time one (1) or more hours past all
658 available leave time: a four (4) day suspension without pay and a hearing on termination before
659 the Town Manager.

660
661

662
663 **CONVERSION TO EARNED PAID LEAVE TIME LEAVE**

664
665 The DPW Administration Division will maintain records of each employee's Earned Paid Leave
666 Time account.

667
668 Upon the effective date of this Collective Bargaining Agreement, each employee's existing leave
669 time benefits will be converted as follows:

670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712

Vacation Leave:

One (1) available Vacation Hour to One (1) Earned Paid Leave Time Hour

Sick Leave:

1. On the effective date of this contract, the first 80%, more or less, of available sick leave shall be converted as follows:

One (1) available Sick Leave Hour to One (1) Sick Pool Leave Time Hour up to the previous maximum allowed of 2,000 hours.

2. On the effective date of this contract, the remaining 20%, more or less, of available sick leave may be converted as follows:

One (1) available Sick Leave Hour to One (1) Sick Pool Leave Time Hour up to the previous maximum allowed of 2,000 hours.

or

One (1) available Sick Leave Hour to One (1) Earned Paid Leave Time Hour

or

any combination of the two.

Personal Leave:

One (1) available Personal Leave Hour to One (1) Earned Paid Leave Time Hour

BUY BACK of UNUSED PAID EARNED LEAVE TIME

The Town agrees to buy back unused Earned Paid Leave Time in accordance with the following conditions and formulae:

A. CONTINUING ACTIVE EMPLOYEE

On the first workday after the first July 1 following the effective date of this agreement (July 1, 2005), and then on the first workday after July 1 of each contract year, an employee may elect to sell back some of the employee's available Earned Paid Leave Time under the conditions and up to the limits described below:

1. The employee must have used, in the previous contract year, the Minimum Required Earned Paid

713 Leave Time leave as required by this agreement.

714
715 2. The employee must have converted more than the Minimum Recommended Percentage of Earned
716 Paid Leave Time to Sick Leave Pool Time or be at the maximum accrual point in his Sick Leave
717 Pool Time account.

718
719 3. The Town will then buy back Earned Paid Leave Time, based on years of service, up to the
720 MAXIMUM shown as shown in the following table:
721

YEARS OF SERVICE	HOURS EARNED PER YEAR	MINIMUM EARNED PAID LEAVE TIME USEAGE PER YEAR (hours)	MAXIMUM ALLOWED EARNED PAID LEAVE TIME TO BE CARRIED FORWARD TO NEXT CONTRACT YEAR (hours)	MIMIMUM CONVERSIO N OF EARNED PAID LEAVE TIME TO SICK LEAVE POOL TIME IN EACH CONTRACT YEAR UP TO MAXIMUM ACCRUAL (hours)	MAXIMUM AMOUNT OF EARNED PAID LEAVE TIME THAT THE TOWN WILL BUY BACK AFTER SICK LEAVE POOL TIME IS MAXIMIZED (hours) (SLPT @ MAX)
0 – 4	208	104	104	80	16 (48)
5 – 9	248	137	111	80	24 (56)
10 – 14	288	173	115	80	32 (64)
15 – 19	328	214	114	72	40 (72)
20 – 24	368	258	110	72	48 (80)
25 plus	408	306	102	64	56 (80)

722
723
724 4. However, notwithstanding the hours shown in the table above, the Maximum amount of Earned
725 Paid Leave Time that the Town will buy back in each contract year shall be reduced by an amount of
726 time equal to each hour, or portion thereof that an employee is docked, suspended or otherwise
727 disciplined.

728
729
730 **B. PAYMENT UPON TERMINATION:**
731

732 1. An employee in-good-standing, who chooses to terminate his employment with the Town,
733 including providing the Town with not less than two full weeks notice of his intention to retire or
734 resign, or upon the death of an employee in-good-standing, or upon lay-off, the employee or the

735 employee's estate will be paid the value of the time in the employee's Earned Paid Leave Time
736 account up to a MAXIMUM of one hundred (100) hours at the hourly rate of pay in effect upon
737 termination of the employee's employment with the Town.
738

739 2. An employee who fails to provide a minimum of two weeks notice prior to resigning their position
740 from the Town will forfeit any unused Earned Paid Leave Time.
741

742 **ARTICLE XVI**
743 **SICK LEAVE POOL TIME**

744
745 **SICK LEAVE POOL TIME (SLPT)**

746
747 **Definition:**

748
749 **Sick Leave Pool Time (SLPT):** Sick Leave Pool Time is intended to provide security by
750 allowing employees to "buy" insurance for extended illness or other disability. When
751 "buying" Sick Leave Pool Time, employees convert Earned Paid Leave Time Leave on a one
752 (1) hour of Earned Paid Leave Time equals two (2) hours of Sick Leave Pool Time.
753

754 Similar to purchasing insurance, the employee may pick a given number of days to exchange
755 for coverage in case of extended disability.
756

757 Sick Leave Pool Time is not eligible under any circumstances for reimbursement at
758 termination of employment with the Town.
759

760 If an employee continues to be absent after exhausting all of the employee's Earned Paid
761 Leave Time as well as all of the employee's Sick Leave Pool Time, the employee's
762 employment with the Town may be involuntarily terminated.
763

764
765
766 **USE OF SICK LEAVE POOL TIME (SLPT)**

767
768 **Sick Leave Pool Time (SLPT) is** available for use only under the conditions listed below, and is not
769 eligible for payment at retirement or termination:
770

- 771 1. Use of Sick Leave Pool Time leave may begin on the sixth (6th) consecutive workday
772 absence due to illness, injury, or other disability of the employee.
773
- 774 2. A physician's report, including a prognosis indicating the physician's estimate of the
775 employee's ability to return to work, including the time frame for such return, must
776 accompany the request to use Sick Leave Pool Time leave.
777

- 778 3. It is not necessary to use up all Earned Paid Leave Time before using Sick Leave Pool Time.
779
- 780 4. An employee may continue using Sick Leave Pool Time until the employee's Sick Leave
781 Pool Time is exhausted, or until the employee is no longer disabled.
782
- 783 5. Periodic physician's reports of the employee's condition shall be required,
784
- 785 6. The maximum Sick Leave Pool Leave accrual is 2,000 hours. (For example: the maximum
786 conversion of Earned Paid Leave Time Leave of 1,000 hours, would convert to 2,000 Sick
787 Leave Pool Leave hours) Employees first converting their available sick time on the effective
788 date of this contract (July 1, 2004) shall be allowed to convert their available sick time to a
789 maximum of 2,000 hours in their Sick Leave Pool Time account.
790
- 791 7. -If Sick Leave Pool Time is used, or if an employee wishes to add to the employee's Sick
792 Leave Pool Time, more Earned Paid Leave Time may be added to the employee's Sick
793 Leave Pool Time account each quarter up to a maximum total accrual of 2,000 hours.
794
795
- 796 8. Sick Leave Pool Time may **NEVER** be converted back to Earned Paid Leave Time.
797
- 798 9. Sick Leave Pool Time leave may be used in combination with disability insurance and
799 worker's compensation insurance to supplement those payments as provided by law and
800 Town policy.
801
802

803 **ARTICLE XVII**
804 **WORKERS' COMPENSATION**
805

806 The Town of Dedham shall provide Massachusetts' Workman's Compensation Coverage, the
807 benefits of which will be available to all employees as required by law.
808
809

810 An employee must report any and all injuries received while on duty to the employee's immediate
811 supervisor as well as the DPW Administrative Staff on duty, within four (4) hours of the start of the
812 employee's next regular shift.
813

814 The employee shall be responsible to file all requisite forms as required by law and the Town's
815 insurance carrier.
816

817 The Town, and/or its agent for its Worker's Compensation carrier, retains the right to request a drug
818 and/or alcohol test subsequent to any injury for which a claim is made.
819

820 The Town, and/or its agent for its Worker's Compensation carrier, retains the right to request

821 updated medical information relative to the claim during the disability. If a medical exam is
822 requested, the Town or carrier shall use a qualified doctor.

823
824 A Worker's Compensation claim which results in lost time must be supported by a doctor's statement
825 outlining the nature of the disability and if possible the length of the disability.

826
827 An employee utilizing Workers Compensation benefits shall advise the DPW Administrative Staff
828 on duty immediately upon receiving a medical clearance to return to work without restrictions.

829
830

831 **ARTICLE XVIII**
832 **HOLIDAYS**

833
834 The following days will be recognized as paid legal holidays:

- 835
- | | |
|----------------------------|------------------|
| 836 New Year's Day | Labor Day |
| 837 Martin Luther King Day | Columbus Day |
| 838 Presidents' Day | Veterans' Day |
| 839 Patriots' Day | Thanksgiving Day |
| 840 Memorial Day | Christmas Day |
| 841 Independence Day | |
- 842

843 The foregoing eleven (11) paid holidays will be granted regardless of when they fall. Any employee
844 who works on one of these holidays will be paid at the rate of time and one-half plus his normal pay
845 for each hour worked, except on New Year's Day, Memorial
846 Day, Fourth of July, Thanksgiving and Christmas Day when the employee will be paid at the rate of
847 double time plus his normal pay for each hour worked.

848
849 Use of Earned Paid Leave Time on the shift before or on the shift after any of these holidays, except
850 for documented illness or other emergency, must be planned in advance as described in Article XV
851 above.

852
853 Use of Earned Paid Leave Time in the month leading up to Memorial Day and the two weeks
854 leading up to Veterans' Day, except for documented illness or other emergency, shall be severely
855 limited in order to insure that the Town's cemeteries are properly prepared for those holiday
856 observations.

857
858

859 **ARTICLE XIX**
860 **HEALTH INSURANCE**

861
862 The Town agrees to continue to provide for the term of this Agreement, group, hospital, surgical,
863 and medical insurance coverage to the extent provided under present policies.

864
865 Employees electing coverage under indemnity plans shall pay 50% of the total monthly premium
866 cost.

867
868 Employees electing coverage under Health Maintenance Organizations (HMO) shall pay 20% of the
869 total monthly premium cost.

870
871
872 **ARTICLE XX**
873 **BEREAVEMENT LEAVE**

874
875 In case of a death in an employee's immediate family, a permanent employee may be granted a leave
876 of absence with pay for the workdays falling between the time of death and the day next following
877 the day of the funeral in accordance with the following schedule:

878
879 Four (4) days shall be granted for an employee's spouse, child, step-child, foster-child, father,
880 mother, or active step-parent (meaning presently married to parent).

881
882 Three (3) days shall be granted for an employee's sister or brother

883
884 Two (2) days shall be granted for an employee's grandmother, grandfather, grandchild, mother-in-
885 law, father-in-law, or relative living in the employee's household

886
887 One (1) day shall be granted for brother-in-law, sister-in-law, aunt or uncle

888
889 In certain rare and special circumstances, the Town Manager may grant an extension of leave of
890 absence, not to exceed 10 workdays total, if such extension is deemed to be in the best interest of the
891 employee and the Town of Dedham.

892
893 In the event a Department of Public Works employee who, in the performance of his duties, is killed
894 or sustains injuries, which result in his death, the Town shall pay reasonable expenses, not exceeding
895 six thousand dollars (\$6,000.00) of the funeral and burial of such employee.

896
897
898 **ARTICLE XXI**
899 **MILITARY LEAVE**

900
901 A military leave of absence without compensation shall be granted to any employee called to active
902 duty with the United States Armed Forces.

903
904 United States Military Service incurred by a Town employee, after the onset of his employment with
905 the Town, shall be credited as time served in the Town's employ provided he applies for
906 reinstatement within ninety (90) days of discharge or release to inactive duty.

907
908 Any employee required to serve on annual tours of duty with some United States Military Reserve
909 component, shall be paid an amount equal to the difference between the compensation received for
910 such service and his regular pay.

911
912 **ARTICLE XXII**
913 **JURY DUTY**
914

915 Any employee required to serve, as a juror in either state or federal court, shall be granted such leave
916 as necessary to complete his jury service, and shall be paid an amount equal to the difference
917 between the compensation received for such juror service and his regular pay.

918
919 An employee called to testify before a court or administrative body shall be required to use Earned
920 Paid Time Leave, unless said employee is called to testify by the Town or on behalf of the Town.
921

922
923 **ARTICLE XXIII**
924 **LEAVE OF ABSENCE**
925

926 At the sole discretion of the EMPLOYER, as represented by the Town Manager, a leave of absence,
927 without pay, may be granted to an employee for a period of not more than six (6) months if such
928 leave of absence is deemed to be in the best interests of the Town of Dedham.
929

930 A Leave of Absence shall not be granted to allow an employee to take a position with another
931 EMPLOYER or agency of the Town.
932

933 Seniority and benefits shall not accumulate during this time of absence.
934

935 **ARTICLE XXIV**
936 **UNIFORMS, PROTECTIVE CLOTHING, AND LICENSES**
937

938 All employees, including division superintendents, will be required to wear the prescribed uniform at
939 all times while at work, including overtime.
940

941 Employees who serve in the capacity of Administrative Assistant in the Department shall not be
942 required to wear the official department uniform as provided above, nor shall they receive the
943 uniform stipend.
944

945 It is expressly agreed that the Commissioner of Public Works retains all management rights in
946 setting and enforcing dress policies for the Department. However, the parties agree that the standard
947 for the uniform will be established by the Labor/Management Committee.
948

949 A clothing stipend will be provided at a rate of four hundred dollars (\$400) per employee per year.

950
951 All employees will be required to wear safety shoes. An amount not to exceed one hundred twenty
952 five dollars (\$125) in each contract year will be paid to each employee upon presentation of a receipt
953 documenting the purchase of work boots.

954
955 The Town will pay for all special licenses (beyond Class D) required to operate specialized
956 equipment by the Department of Public Works.

957
958
959 **ARTICLE XXV**
960 **CLASSIFICATION PLAN AND PAY RATES**

961
962 Refer to Attachment number 2 for classification schedule and pay rates.

963
964
965 The parties agree that employees will be paid on a weekly basis subject to the following
966 conditions:

- 967
968 1. All employees shall participate in Direct Deposit with the employees financial
969 institution; and
970 2. The Town has the sole and exclusive right to determine when and how it will
971 implement an electronic/paperless system for processing paychecks. The Town
972 further agrees to provide a thirty (30) day notice to employees prior to implementing
973 the electronic/paperless paycheck system.

974
975 All step increases shall occur only on July 1 of each contract year.

976
977 In exchange for reducing the steps between minimum pay and maximum pay in any given pay grade,
978 the following shall apply when establishing step increases:

979
980 To be eligible for a step raise, an employee must have been placed in a particular pay grade and step
981 prior to the first day of December preceding the start of the subsequent contract year (July 1).

982
983 An employee promoted on/or after December 1 of any given contract year, shall not be eligible for a
984 step increase until July 1 of the second following contract year.

985
986
987 **ARTICLE XXVI**
988 **MISCELLANEOUS PROVISIONS**

989
990 1. Announcements shall be posted in a conspicuous place. Parties to this Agreement, both of whom
991 may use the bulletin boards for notices of routine nature, agree that it would be improper to post
992 denunciatory or inflammatory written material on such bulletin boards.

- 993
994 2. Should any provision of this Agreement be found to be in violation of any federal or state law or
995 Civil Service rule by a court of competent jurisdiction, all other provisions of this Agreement shall
996 remain in full force and effect for the duration of this Agreement.
997
- 998 3. Any benefit, privilege or working condition existing since July 1, 1975 not covered by this
999 Agreement, nor previously eliminated by mutual agreement, shall remain in full force and effect and,
1000 if proper notice is given by either party as to the desirability of amending, modifying or changing
1001 such benefit, privilege or working condition, it shall be subject to negotiation between the parties.
1002
- 1003 4. The parties to this Agreement agree that they shall not discriminate against any person because of
1004 race, creed, color, sex, or age and that all covered employees shall receive the full protection of this
1005 Agreement.
1006
- 1007 5. The EMPLOYER agrees to permit representatives of the American Federation of State, County
1008 and Municipal Employees, AFL-CIO and/or State Council #93 and/or Local #362 to enter the
1009 premises at reasonable times for individual discussion of working conditions with employees,
1010 provided such representatives do not interfere with the performance of duties assigned to the
1011 employees.
1012
- 1013 6. In the event an employee reports to his place of work at his regularly scheduled time and is sent
1014 home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled
1015 for his shift.
1016
- 1017 7. In the event that an employee is assigned temporarily to perform the work of a higher
1018 classification, the employee shall be paid the hours actually worked at the minimum rate for that
1019 higher classification, or, if the employee's current rate is above that minimum, at the lowest step rate
1020 which is next highest to the employee's current rate.
1021
- 1022 8. For the safety of employees working on heavily traveled or dangerous roads, as determined by the
1023 Commissioner, a police detail or flag man will be used. If a flagman is used, his only duty on that
1024 job will be to insure the safety of the employees on that crew.
1025
- 1026 9. Following completion of negotiations with Unit B, if there is a change to the Pager Agreement,
1027 the Town shall notify Unit A and the parties agree to meet and discuss possible impacts or any
1028 possible benefits to Unit A members.
1029
- 1030 10. The parties agree to develop policies, outside the Collective Bargaining Agreement, pertaining
1031 to the following: Develop language to clarify when a minimum of two employees should respond to
1032 overtime call-backs. The purpose of this policy would be to address concerns regarding the number
1033 of employees needed to respond to after hour emergencies.
1034

**ARTICLE XXVII
DRUG AND ALCOHOL TESTING**

The parties agree to adopt the “Drug and Alcohol Testing Policy” as Attachment Number One (1) to this Agreement.

**ARTICLE XXVIII
LONGEVITY PLAN**

Longevity payments will be made to employees who have attained the following milestones of their employment with the Department:

- \$375.00 for five (5) years of service *but less than ten (10)*
- \$465.00 for ten (10) years of service *but less than fifteen (15)*
- \$555.00 for fifteen (15) years of service *but less than twenty (20)*
- \$645.00 for twenty (20) years of service *but less than twenty-five (25)*
- \$735.00 for twenty-five (25) years of service *but less than thirty (30)*
- \$825.00 for thirty (30) years of service *or more*

The above payments will be paid in the first payroll next following the employee's *employment* anniversary date.

**ARTICLE XXIX
EFFECT DATE OF AGREEMENT**

1. This Agreement by the authorized representatives of the UNION and the EMPLOYER shall become effective on the first day of July of the year 2015.
2. This Agreement will remain in effect until June 30, 2017 unless renewed in writing by both parties.
3. Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes it may wish to introduce into this Agreement for the year succeeding the termination of this contract, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed by Registered Mail to the authorized parties signatory to the Agreement by October 1st prior to the date of expiration of the Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and negotiating of the desired changes.

Nothing in this paragraph shall preclude either party from modifying any previous proposals during the course of the negotiations.

1078 This Agreement, entered into on the 12th of April 2015 is subject to funding by the Town Meeting.

1079
1080 The Town of Dedham Local 362, State Council No. 93, American
1081 by its Board of Selectmen Federation of State, County and Municipal
1082 Employees, AFL/CIO, Unit A
1083
1084 _____
1085 _____
1086 _____
1087 _____
1088 _____
1089 _____
1090 _____
1091 _____
1092 _____
1093 _____
1094 _____
1095 _____
1096 _____
1097 _____
1098 _____

1099 ATTACHMENT NUMBER ONE (1)

1100
1101 **DEDHAM DEPARTMENT OF PUBLIC WORKS**
1102 **DRUG and ALCOHOL TESTING POLICY**
1103

1104
1105 **I. INTRODUCTION**
1106

1107 In light of the fact that employees of the Department of Public Works continually perform safety
1108 sensitive activities such as the operation of Town-owned motor vehicles and work in confined areas,
1109 it is critically important that such Employees not use illegal drugs and controlled substances, or
1110 abuse alcohol. As a result, the parties to this collective bargaining agreement agree to implement the
1111 Drug & Alcohol Testing Program as follows:
1112

1113
1114 **II. PROHIBITED BEHAVIOR**
1115

1116 **Drugs:** An employee covered by this policy shall not report for duty or remain on duty when he/she
1117 uses any Drugs, except when the use is pursuant to the instructions of a physician who has advised
1118 the employee that the substance does not adversely affect the employee's ability to safety perform
1119 his duties as a Department of Public Works employee.
1120

1121 The prohibited drugs are the following substances or derivatives thereof (herein “Drugs”):
1122

- 1123 • Amphetamines
- 1124 • Cocaine
- 1125 • Marijuana
- 1126 • Opiates
- 1127 • Phencyclidine
- 1128

1129 **Alcohol:** This policy also prohibits the misuse of Alcohol from any source during the required hours
1130 of compliance defined herein. Misuse is defined as having an Alcohol Concentration of 0.04 or
1131 greater (herein “positive for Alcohol”). Alcohol Concentration (or Breath Alcohol Concentration)
1132 means the amount of Alcohol in a volume of breath expressed in terms of grams of Alcohol per 210
1133 liters of breath. This measurement is intended to be equivalent to the percent of “blood alcohol
1134 concentration” commonly used in “driving while intoxicated” situations. Herein, Alcohol
1135 Concentration (or BAC or Breath Alcohol Concentration) is defined as grams of Alcohol per 210
1136 liters of breath. If other Alcohol concentration measurement procedures are used (e.g. Saliva) this
1137 measurement term will be equivalent. Herein BAC will be used to define “Alcohol concentration.”
1138

1139 Alcohol means the intoxicating agent in beverage Alcohol, ethyl Alcohol, or other low molecular
1140 weight alcohols including methyl and isopropyl Alcohol.
1141

1142 **III. REQUIRED HOURS OF COMPLIANCE**

1143
1144 The required hours of compliance for prohibited behavior (as defined above) relating to Drug and/or
1145 Alcohol use are as listed below:
1146

1147 **Drugs:** An Employee is prohibited from the use of the defined Drugs at any time on or off
1148 the job.
1149

1150 **Alcohol:** An Employee must not consume Alcohol:
1151

- 1152 • Four (4) hours prior to being scheduled to perform DPW-related duties.
- 1153 • While performing his/her duties as a DPW Employee.
- 1154 • Immediately after performing his duties as a DPW Employee (to allow for Alcohol testing
1155 immediately after a shift), and
- 1156 • Up to eight (8) hours following an automobile accident while on duty or until the employee
1157 undergoes a post-accident Alcohol test, whichever occurs first.
- 1158

1159 **IV. CIRCUMSTANCES FOR DRUG AND/OR ALCOHOL TESTING**

1160
1161 Employees will be required to submit to approved Drug and Alcohol tests in the circumstances listed
1162 below:
1163

1164 **Random:** Employees are subject at any time to random Drug and/or Alcohol testing while on duty.
1165 When notified, employees will proceed immediately to the collection site. Random selection shall
1166 be by a system, to be agreed to by the Union, in which selection is made by neutral or blind criteria
1167 in which the identity of the Employees is not known as part of the selection process.
1168

1169 **Reasonable Suspicion:** If, based on the observations of at least one supervisor or manager, the
1170 Department has reasonable suspicion to believe that an Employee is impaired while on duty by Drug
1171 use and/or Alcohol misuse, the Employee shall be required to submit to immediate Drug and/or
1172 Alcohol testing based on specific, contemporaneous, articulable observations concerning the
1173 appearance, behavior, speech or body odors or breath odors of the Employee. These managers and
1174 supervisors will be trained to identify actions, appearance, conduct, etc., which indicate the possible
1175 use of a Drug or misuse of Alcohol in advance of the implementation of this policy. An Employee
1176 sent out for a “reasonable suspicion” test will be required to accept Town arranged transportation, or
1177 arrange for independent transportation home at the expense of the Employee.
1178

1179 **Post-Accident:** After involvement in any accident while on duty, an Employee will be subject to
1180 post accident Drug and Alcohol testing if any one of the following conditions is met:
1181

- 1182 • A fatality has occurred within 32 hours of the accident.
- 1183 • A motor vehicle citation was received by the Employee within 32 hours of the accident.
- 1184 • The Employer determines from eyewitness reports and/or other observations that reasonable
1185 suspicion exists which indicate the possible use of a Drug or misuse of Alcohol by the
1186 Employee involved in the accident.
- 1187 • Serious personal injury and/or significant property damage has occurred as the result of
1188 actions reasonably associated with the activities of an employee while on duty.
1189

1190 **Return to Duty:** A Return to Duty Drug and/or Alcohol test is required after assessment by a
1191 Substance Abuse Professional (SAP) and completion of treatment, if any is required, when an
1192 Employee tests positive for any reason in a Drug and Alcohol testing program, before that Employee
1193 is allowed to perform his regular public works duties. To pass, an Alcohol test must a result of less
1194 than 0.02 Alcohol concentration and a Drug test must be a verified negative test result. Without a
1195 successful test result, that individual is not medically qualified to continue to perform DPW-related
1196 functions.
1197
1198

1199 **V. TESTING PROCESS INTEGRITY**

1200
1201 **Drugs:** The actual Drug test analysis will be conducted only at laboratories that are certified by the
1202 Department of Health and Human Services. Vendors utilized in connection with Drug testing will
1203 comply with all Department of Transportation regulations intended to insure the accuracy and
1204 confidentiality of test results and the fair and respectful treatment of persons being tested. There are
1205 various testing result thresholds of the presence of Drugs before they will be reported as a presumed
1206 positive to the Medical Review Employee (MRO).

1207
1208 A urine sample, which is identified as positive on an initial test, will be confirmed using gas
1209 chromatography/mass spectrometry techniques before results are sent by the laboratory to the MRO.
1210 The testing service will send known specimens to the laboratories used in a “Blind Specimen”
1211 program to periodically test the integrity of the laboratory. These blind specimens are both known
1212 positives and known negatives. Individuals tested will be in direct visual contact with their
1213 specimen until the collection process is complete. There will be tamper proof seals on the collection
1214 containers, initialed by the donor, and the specimens will be sealed in tamper proof containers with
1215 chain of custody paperwork. There will be a rigorous “chain of custody” process that directly
1216 follows a specimen from initial collection through final testing. If there are irregularities in this
1217 process, the test is declared a “broken chain of custody” and it is canceled. All individuals who are
1218 tested will be identified via picture identification or by authorized Department personnel to assure
1219 that the individuals tested are the correct individuals. Social security numbers will be used to track
1220 the identification process.

1221
1222 **Alcohol:** An initial Alcohol screening test will measure the BAC of the Employee at the time of the
1223 test. A second test on the evidential testing device will be required to reconfirm the initial result
1224 before it is a Final Test Result. Before the confirmation test is completed, a 15 to 20 minute wait
1225 period will be required to reduce the impact of mouth Alcohol. The confirming testing process will
1226 only be performed on evidential breath testing equipment utilizing air blanks to assure that ambient
1227 conditions are not negatively affecting the testing process. In addition, the Alcohol breath testing
1228 equipment will be periodically checked and calibrated with samples containing known Alcohol
1229 concentrations.

1230
1231

1232 **VI. COLLECTION PROCEDURES**

1233
1234 Upon notification, the Employee will be required to proceed to the assigned collection site without
1235 delay and with appropriate picture identification. Approved collection procedures will be used to
1236 collect urine specimens for Drug tests, including a split specimen. Certain situations may require
1237 that a specimen be discarded and a new collection may be initiated. During the collection process,
1238 individuals may only consume fluids in permitted quantities.

1239
1240

1241 **VII. REFUSAL TO SUBMIT**

1242
1243 “Refusal to Submit” to a test is prohibited. Behavior that constitutes “Refusal to Submit” includes:

- 1244
1245 1. Direct refusal to take a Drug or Alcohol test.
1246 2. Failure to provide sufficient quantities of urine within the policy’s time limit, or the failure to
1247 provide sufficient quantities of breath or other fluids without a valid medical explanation.
1248 3. Tampering with or attempting to adulterate the specimen.
1249 4. Engaging in conduct that obstructs the testing process.

- 1250 5. Failure to notify the Department that the Employee was in a post accident situation requiring
1251 testing or not being immediately available for post accident testing without a valid reason.
1252 6. Not reporting directly to the collection site after notification.
1253

1254 A “Refusal to Submit” shall be considered equivalent to a positive test result for that test.
1255
1256

1257 **VIII. OPPORTUNITY FOR RE-TESTS** 1258

1259 **Drugs:** If an Employee has a positive Drug test result after the Medical Review Employee (MRO)
1260 review, the Employee will have the option to have the split specimen retested at any DHHS certified
1261 laboratory of his/her choice. The option cannot be selected after 72 hours from the time of
1262 notification by the MRO unless there is significant reason acceptable to the MRO why the individual
1263 was delay, such as an injury. If this option is selected, the Employee must verbally notify the
1264 Town’s laboratory or the MRO for the request of the re-test and send written notification to the
1265 laboratory with a statement that the Employee will accept any other DHHS certified laboratory, or
1266 the specified DHHS certified laboratory name, location, address, and telephone number, selected, if
1267 any. The Employee must provide a copy of this request to the Town’s Drug and Alcohol Program
1268 Manager.
1269

1270 If the Employee requests a re-test of the split portion of the Drug test urine sample, it will be at
1271 his/her expense unless the re-test does not reconfirm the original positive test result.
1272

1273 **Alcohol:** No will be no option available for an Alcohol split specimen collection, and therefore there
1274 will be no opportunity for an Alcohol re-test.
1275
1276

1277 **IX. TESTING PROCEDURES** 1278

1279 **Drugs:** This program will utilize the MRO, a licensed physician who has appropriate knowledge and
1280 medical training to interpret and evaluate an individual’s initial confirmed positive test result
1281 together with his or her medical history and any other relevant biomedical information. The MRO’s
1282 responsibility will include providing a review of the laboratory’s “chain of custody” documentation
1283 to ensure that it has properly tracked the handling and storage of the urine specimen. Before
1284 determining that an initial positive test result is a Final positive, a canceled test, or a negative test
1285 result, the MRO will rule out alternate medical explanations through reviewing the tested
1286 individual’s medical records, and will give the individual an opportunity to discuss the test result.
1287

1288 It is the Employee’s responsibility to contract the MRO within 24 hours upon receiving a message
1289 from the MRO to return a telephone call. Failure of the Employee to contact the MRO within this
1290 time frame will result in a Final determination of the result of the presumed positive Drug test
1291 without input from the Employee.
1292

1293 **Alcohol:** Alcohol testing will be performed utilizing approved testing equipment and techniques.
1294 Breath Alcohol Technicians (BATs) are those individuals who have completed mandatory training
1295 on required collection and testing procedures and on the proper operation of equipment and
1296 approved Alcohol testing procedures.

1297
1298 There will be two types of breath tests administered:
1299

1300 **Initial Screening Test:** This test will be administered using an authorized Alcohol testing device by
1301 approved collection personnel. Any result less than 0.04 BAC will be considered a negative test and
1302 no further screening will be conducted. If the initial screening test is 0.04 BAC or greater, and
1303 Alcohol confirmation test will be conducted.

1304
1305 **Confirmation Test:** If the initial screening test is 0.04 or greater, a confirmation test will be
1306 performed by a BAT on an Evidential Breath Testing (EBT) device following a specified procedure
1307 after a specified waiting period. The EBT will have the capability of printing out the evidential test
1308 result.

1309
1310

1311 X. CONSEQUENCES FOR USE OF DRUGS AND MISUSE OF ALCOHOL

1312
1313 **Drugs:** In the event of a first positive Drug test result (or a refusal to submit as defined in this
1314 policy), the Employee will have the following consequences:
1315

- 1316 1. Be placed paid on personal leave to the extent such leave is available in either the employees
1317 Earned Paid Leave Time Account and/or his Sick Leave Pool Time Account.
1318
- 1319 2. Be referred to a Substance Abuse Professional (SAP). The Town will be responsible for the
1320 expense of the SAP services to determine if the Employee needs help in dealing with a Drug
1321 test result, follow-up test monitoring, and additional required services after completion of a
1322 treatment program, if any. If any treatment is prescribed, any cost not covered by insurance,
1323 if any, will be at the expense of the Town.
1324
- 1325 3. Be required to complete prescribed treatment defined by the SAP, if any. If the Employee
1326 fails to complete the required treatment, the Town reserves the right to impose disciplinary
1327 action, up to and including termination from employment.
1328
- 1329 4. Be required to pass a return to duty test (or tests if both a Drug and an Alcohol test is
1330 required by the SAP) before duties are resumed. The Town will pay for the return to duty
1331 test.
1332
- 1333 5. Be placed on a follow-up testing program until completed. The cost of all follow-up tests
1334 will be at the expense of the Town. This follow-up testing program will continue for up to 2
1335 years.

1336
1337 In the event of a second positive Drug test result, the Employee will be medically unqualified to
1338 perform his/her job responsibilities and the Employee will be subject to discipline up to and
1339 including termination from employment. The individual will be advised of resources available in
1340 dealing with Drug and/or Alcohol issues.

1341
1342 **Alcohol:** In the event of a first positive Alcohol test result (BAC of 0.04 or greater, or a refusal to
1343 submit as defined in this policy), the Employee will have the following consequences:

- 1344
1345 1. Be placed on paid personal leave to the extent such leave is available in either the employees
1346 Earned Paid Leave Time Account and/or his Sick Leave Pool Time Account.
1347
1348 2. Be referred to a SAP. The Town will be responsible for the expense of the SAP services to
1349 determine if the Employee needs help in dealing with a Drug or Alcohol test result, follow-
1350 up test monitoring, and additional required services after completion of a treatment program,
1351 if any. If any treatment is prescribed, any cost not covered by insurance, if any, will be at the
1352 expense of the Town.
1353
1354 3. Be required to complete prescribed treatment defined by the SAP, if any. If the individual
1355 fails to complete the required treatment, the Town reserves the right to impose disciplinary
1356 action, up to and including dismissal.
1357
1358 4. Be required to pass a return to duty test (or tests if both a Drug and Alcohol test is required
1359 by the SAP) before duties are resumed. The Town will pay for the return to duty test.
1360
1361 5. Be placed in a follow-up testing program until completed. The Town will pay for the
1362 follow-up tests.
1363

1364 In the event of a second positive Alcohol test result, the Employee will have the following
1365 consequences:

- 1366
1367 1. Be placed on an unpaid leave of absence.
1368
1369 2. Be referred to a SAP. The Town will be responsible for the expense of the SAP services to
1370 determine if the Employee needs help in dealing with a Drug or Alcohol test result, follow-
1371 up test monitoring, and additional required services after completion of a treatment program,
1372 if any. If any treatment is prescribed, any cost not covered by insurance, if any, will be at the
1373 expense of the Town.
1374
1375 3. Be required to complete prescribed treatment defined by the SAP, if any. If the individual
1376 fails to complete the required treatment, the Town reserves the right to impose disciplinary
1377 action, up to and including dismissal.
1378

- 1379 4. Be required to pass a return to duty test (or tests if both a Drug and Alcohol test is required
1380 by the SAP) before duties are resumed. The Employee will pay for the return to duty test.
1381
1382 5. Be placed in a follow-up testing program until completed. The Employee will pay for the
1383 follow-up tests.
1384

1385 In the event of a third positive Alcohol test result, the Employee will be medically unqualified to
1386 perform his or her job responsibilities and will be subject to discipline up to and including
1387 termination. The individual will be advised of resources available in dealing with Drug and/or
1388 Alcohol issues.
1389

1390
1391 **XI. RECORDS**
1392

1393 All Drug and Alcohol testing and medical records and information will be maintained in a
1394 confidential manner and their disclosure will be strictly limited to those with a need to know. Each
1395 Employee shall have the right to have a copy of his/her Drug and/or Alcohol test results upon written
1396 request.
1397

ATTACHMENT NUMBER TWO (2)

1398
1399
1400
1401
1402
1403

**DEDHAM DEPARTMENT OF PUBLIC WORKS
WAGE AND SALARY SCHEDULE**

Effective July 1, 2015 (FY 2016)

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
LCC	Working Foreman Motor Equipment	Hourly 29.54	30.41	31.32	32.26
LCC	Working Foreman Forestry Worker	Hourly 29.54	30.41	31.32	32.26
LCC	Public Works Foreman	Hourly 29.54	30.41	31.32	32.26
LCR	Special Motor Equipment Operator II – Craftsman	Hourly 28.28	29.14	30.04	30.92
LCR	Special Motor Equipment Operator I	Hourly 27.07	27.89	28.71	29.58
LCR	Motor Equipment Repairman	Hourly 27.07	27.89	28.71	29.58
LCR	Heavy Motor Equipment Operator	Hourly 23.70	24.42	25.13	25.90
	Laborer	Hourly 21.05	21.70	22.34	23.00
	DPW Administrative Assistant	Hourly 24.82	25.55	26.33	27.10

1404
1405
1406

Effective July 1, 2016 (FY 2017)

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
LCC	Working Foreman Motor Equipment	Hourly 30.28	31.17	32.10	33.07
LCC	Working Foreman Forestry Worker	Hourly 30.28	31.17	32.10	33.07
LCC	Public Works Foreman	Hourly 30.28	31.17	32.10	33.07
LCR	Special Motor Equipment Operator II – Craftsman	Hourly 28.99	29.87	30.79	31.69
LCR	Special Motor Equipment Operator I	Hourly 27.75	28.59	29.43	30.32
LCR	Motor Equipment Repairman	Hourly 27.75	28.59	29.43	30.32
LCR	Heavy Motor Equipment Operator	Hourly 24.29	25.03	25.76	26.55
	Laborer	Hourly 21.58	22.24	22.90	23.58
	DPW Administrative Assistant	Hourly 25.44	26.19	26.99	27.78

1407