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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF DEDHAM

AND

AFSCME LOCAL 362B, COUNCIL 93

(SUPERINTENDENT'S UNIT B)

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 (Superintendents Unit B), hereinafter referred to as the
29 **UNION**, has as its purpose the promotion of harmonious relations between the **EMPLOYER** and
30 the **UNION**, the establishment of an equitable and peaceful procedure for the resolution of
31 differences; and the establishment of rates of pay, hours of work and other conditions of
32 employment.

33
34
35 **ARTICLE I**
36 **RECOGNITION**

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

44
45
46 **ARTICLE II**
47 **MANAGEMENT RIGHTS**

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

52
53
54 **ARTICLE III**
55 **CIVIL SERVICE**

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

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

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

ARTICLE IV
UNION DUES/AGENCY FEE

69 Employees shall tender monthly membership dues by signing the Authorization of Dues form.
70 During the life of this Agreement and in accordance with the terms of the Form of Authorization for
71 Check-Off of Dues hereinafter set forth, the EMPLOYER agrees to deduct UNION membership
72 dues levied in accordance with the Constitution of the UNION from the pay of each employee who
73 executes or has executed such form and remit the aggregate amount to the Treasurer of the UNION,
74 along with a list of employees who have had said dues deducted.
75
76
77

78
79 In accordance with the provision of Chapter 150E of the General Laws, all employees in the
80 Bargaining Unit shall, as a condition of employment, pay to the UNION, the exclusive Bargaining
81 Agent and Representative, an agency fee.
82

83 In consideration of the municipal EMPLOYER entering into this Collective Bargaining Agreement,
84 which Agreement includes an Agency Service Fee Provision, the UNION hereby agrees to
85 indemnify the said EMPLOYER and hold it harmless from any and all claims, liabilities or costs of
86 the EMPLOYER which arise out of entering into or enforcement of said provisions which arise out
87 of the payroll deduction of agency service fees.
88
89

90
91 **ARTICLE V**
92 **DISCRIMINATION AND COERCION**

93 There shall be no discrimination by either UNION or EMPLOYER against any employee because of
94 the employee's activity, membership or non-membership in the UNION. The EMPLOYER agrees
95 that there will be no discrimination against any member for the member's adherence to any provision
96 of this Agreement or the member's refusal to comply with any order, which would violate this
97 Agreement.
98
99

100
101 **ARTICLE VI**
102 **UNION REPRESENTATIVES**

103 The EMPLOYER shall be furnished the names of the UNION stewards immediately after their
104 designation, and the UNION shall notify the EMPLOYER of any change in UNION representatives.
105

106 The Local Chapter Chairman or other elected delegate shall be granted three (3) working days each
107 year to attend Council 93 State Conventions provided they are held during working hours and that
108 the Local Chapter Chairman is a delegate.
109

110 An employee elected to the Executive Board of Council 93 shall be granted five (5) working days
111 with compensation each year to attend meetings or perform duties designated by the Executive

112 Board provided they occur during working hours.

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

118
119
120 **ARTICLE VII**
121 **GRIEVANCE AND ARBITRATION PROCEDURE**
122

123 In order to foster and maintain the promotion of harmonious relations between the EMPLOYER and
124 the UNION, as described in the Preamble to this AGREEMENT, the parties expressly agree to
125 establish an equitable and peaceful procedure for the resolution of differences as described below:
126

127 **STEP 1.** The UNION Steward and/or other employee representative, with or without the aggrieved
128 employee, shall take up the grievance or dispute in writing with the Director of Public Works within
129 three (3) working days next following the date that the employee had knowledge that an alleged
130 violation of the Agreement has occurred.

131
132 The Director shall attempt to adjust the matter and shall respond to the Union Steward or other
133 Union Representative within five (5) working days of the receipt of the grievance.

134
135 **STEP 2.** If the grievance still remains unadjusted, it shall be presented to the Town Administrator in
136 writing within three (3) working days after the response of the Director is due. The Town
137 Administrator shall conduct an investigation and may call a hearing allowing all interested parties to
138 be heard and to call and cross-examine witnesses. The Town Administrator shall respond in writing
139 to the Union within ten (10) working days following his receipt of the Grievance. Within five (5)
140 working days after the Town Administrator's response, the said aggrieved employee must elect his
141 remedy as between Civil Service, if applicable, or the next step in the grievance procedure provided
142 by this Collective Bargaining Agreement.

143
144 **STEP 3.** If the grievance is still unsettled, either party may, within fifteen (15) working days after
145 the reply of Town Administrator is due, by written notice to the other, request arbitration.

146
147 In the case of arbitration proceedings, the services of the American Arbitration Association shall be
148 used. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall
149 be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony
150 and argument.

151
152 Grievances involving disciplinary action shall be processed beginning at STEP 2. If the case reaches
153 arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and
154 including restoration to the job with all compensation and privileges that would have been due the

155 employee.

156

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

158

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

164

165

166

**ARTICLE VIII
SENIORITY**

167

168

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

172

173

174

**ARTICLE IX
JOB POSTING AND BIDDING**

175

176

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

185

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

189

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

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**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**

The normal workweek shall consist of five (5) consecutive eight (8) hour shifts, Monday through Friday, 7:00 a.m. to 3:00 p.m., 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.

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 to insure that continuous public works' services are provided when required.

**ARTICLE XIII
REST PERIODS**

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

243
244 During extended continuous overtime, each employee shall be granted a fifteen (15) minute rest
245 period after each two (2) consecutive hours of continuous paid work.

246
247 The parties agree that nothing stated herein shall prevent the EMPLOYER from making adjustments
248 to the rest periods to insure that continuous public works' services are provided when required.

249
250

251 **ARTICLE XIV**
252 **OVERTIME**

253
254 Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times
255 his regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one
256 (1) week.

257
258 All work performed on Sunday shall be paid at the rate of double the regular rate of pay.

259
260 Authorized Earned Paid Leave Time leave will count towards the minimum requirements to work
261 eight (8) regular hours in each workday and forty (40) regular hours in each workweek in order to be
262 eligible for overtime pay.

263
264 Any time lost in a workweek for which an employee is charged with being absent without leave,
265 suspended, docked, on worker's compensation leave, and/or on a leave of absence shall not count
266 towards the minimum eight (8) hour workday or forty (40) hour workweek for the purpose of
267 calculating overtime pay.

268
269 Overtime shall be voluntary except in cases of emergency as declared by the Director of Public
270 Works, where a reasonable amount of said emergency overtime shall be performed by all employees.

271
272 In order to insure that a sufficient number of employees are available to handle after hours
273 emergencies, the Commissioner or his designee, may, prior to the end of the regular shift, declare a
274 **STANDBY EMERGENCY** under which he may impose **MANDATORY STANDBY TIME** on
275 those employees possessing the necessary skills to handle the expected demands on the Department
276 during the anticipated emergency.

277
278 While on **MANDATORY STANDBY TIME**, each employee shall be available by cell-phone and
279 telephone to respond to work within sixty (60) minutes of receiving a call to report.

280
281 **MANDATORY STANDBY TIME** shall begin at the end of his last regular shift and shall end at the
282 start of the overtime shift or the next regular shift which ever comes first.

283

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

286
287 An employee on MANDATORY STANDBY TIME who fails to report in a timely fashion shall be
288 docked all of his MANDATORY STANDBY TIME Pay, and may be further subject to progressive
289 disciplinary action up through and including termination.

290
291 An employee maybe excused from MANDATORY STANDBY TIME if the employee can present
292 documentation of a medical necessity for either himself or an immediate family member, or
293 documentation of some sort of important personal commitment, such as a funeral, wedding,
294 anniversary, etc. Routine social gatherings, such as a birthday party, club banquet, sporting event,
295 etc. shall not qualify as an acceptable excuse for missing MANDATORY EMERGENCY
296 OVERTIME.

297
298 Any employee called back to work on the same day, after having completed his assigned work and
299 left his place of employment and before his next regular scheduled starting time, shall be paid at the
300 rate of time and one-half for all hours worked on recall. The employee will be guaranteed a
301 minimum of four (4) hours pay at time and one-half for a call-back. This guarantee of four (4) hours
302 shall not apply if the employee is called back to work within the four (4) hour period immediately
303 prior to the starting time of his shift.

304
305 An employee who is working on overtime shall continue to be compensated at the overtime rate
306 through the next regular shift, provided that such continuous overtime work began at least seven (7)
307 hours before the start of his next regular shift, until the employee has been relieved from duty or
308 otherwise terminates that continuous work period.

309
310 In order to insure the accuracy and integrity of the overtime lists, each employee is responsible to
311 maintain the currency and accuracy of the information on file at the DPW Administration office
312 including: personal cell phone number, primary home phone number, secondary home phone
313 number, if applicable, and mailing address of current principal residence. This information shall be
314 considered as part of the employee's Personnel File, and will only be used for the administration of
315 the Dedham Department of Public Works.

316
317 Overtime, whenever possible, shall be equally and impartially distributed among personnel in
318 compliance with the policy entitled "Labor Forces Policy Directive DPW-9: DISTRIBUTION OF
319 OVERTIME." Such policy reads as follows:

320
321
322 **Town of Dedham - Department of Public Works**
323 **Labor Forces Policy Directive DPW-9: DISTRIBUTION OF OVERTIME**

324 1. The Director and the Superintendents, in accordance with the provisions of Article II of this
325 Agreement, reserves the sole right to determine the number and qualifications of employees
326 who shall be offered overtime in order to carry-out a particular assignment in the most

327 efficient, effective, and safest manner possible. In general, a qualified employee shall be
328 deemed to be an employee who is properly licensed by the State to do the required work, and
329 who is otherwise capable of performing the overtime assignment. The Town of Dedham is
330 committed to offering training to its employees and the UNION agrees that it will strongly
331 encourage its employees to participate in training programs and to seek to improve their
332 license status and their work capabilities.

333
334 2. The Director and the Superintendents shall establish and keep current two Overtime Lists.
335 The First List shall include ALL DPW Labor Forces covered by this Agreement. The
336 Second List shall include all DPW Administrative Staff covered by this Agreement. Based
337 on the nature of the overtime assignment, the Director and the Superintendents shall use the
338 appropriate list to offer overtime to employees of the Department on a rotating basis. The
339 Overtime List shall be established by seniority.

340
341 3. The Director and the Superintendents shall first offer an overtime assignment to that
342 qualified employee in the Department who is next on the appropriate Overtime List. If said
343 employee is not available or refuses the overtime assignment, then the overtime assignment
344 shall be offered to the next qualified employee in the Department on the Overtime List and
345 so on down the list until the assignment is filled.

346
347 4. In the case of overtime resulting from a continuing assignment from the regular shift, any
348 employee requested by the Director or the Superintendents to work beyond the employee's
349 regular shift to complete the on going work, may continue to work the overtime assignment
350 deriving from the continuing regular work without regard to the employee's ranking on the
351 overtime list. In the event that additional personnel are required to complete the work
352 deriving from the continuing regular work assignment, the above-cited overtime assignment
353 provisions shall apply.

354
355 5. This overtime policy shall apply to ALL DPW Employees covered by this Agreement. Only
356 the Director shall be empowered to offer overtime to UNION employees. Records shall be
357 kept of all attempts to offer overtime work. Any employee who works without the explicit
358 permission of the Director or the Superintendents shall not be paid for any non-authorized
359 overtime worked.

360
361 6. All DPW employees shall be required to work a reasonable amount of overtime during the
362 course of the year. DPW Employees, as vital members of the Town's Public Safety Services
363 Team, shall make themselves as available as often possible to respond to calls involving
364 inclement weather or other health and safety emergencies. The Town may require an
365 employee to be available for emergency overtime, by placing the employee on Mandatory
366 Standby Time in accordance with Article XIV of the Collective Bargaining Agreement.

367
368 7. In emergency situations, in order to insure that appropriate public works services are
369 provided to the public, outside of the regular DPW shift schedule, the Director may, after

370 using the procedures described above to secure sufficient personnel to work necessary
371 overtime, require an employee to perform Mandatory Public Works Overtime in reverse
372 order of seniority
373

374 8. An employee will not be considered available for an overtime assignment if the employee is
375 absent on Sick Leave Pool Time (SLPT), on Workers Compensation Leave (WCL), Family
376 Medical Leave Act (FMLA), Small Necessities Leave Act (SNLA), Leave of Absence
377 (LOA), Military Duty (MD), Bereavement Leave (BL), or is absent because the employee
378 has been suspended/docked. If a sufficient number of employees cannot be found to
379 complete the overtime assignment from the eligible DPW employees, then the Director or
380 the Superintendents may call Parks Department employees or outside private contracting
381 services to complete the work. An employee's eligibility for overtime will not be restored
382 until he has returned to work one full, regular DPW shift.
383

384 9. The only exception to the above-described manner of distributing overtime shall be in the
385 case of a burial at the Town Cemetery outside of regular working hours. In such a case, one
386 of the employees to be offered the overtime assignment shall be either the Cemetery
387 Superintendent or the Public Works Foremen normally assigned to work at the Cemetery.
388 These two employees, the Cemetery Superintendent and the Cemetery Foreman, shall rotate
389 the supervision of overtime burial assignments between themselves with the approval of the
390 Director. In order to insure that burial services can be offered to the public outside of the
391 regular DPW shift schedule, the Director or the Superintendents, may, after using the
392 procedures described above to secure sufficient personnel to work overtime, require an
393 employee to perform Mandatory Cemetery Overtime in reverse order of seniority.
394

395
396 **ARTICLE XV**
397 **EARNED PAID LEAVE TIME**
398

399 1. **EARNED PAID LEAVE TIME:**
400

401 Definition:

402
403 Earned Paid Leave Time (EPLT) is an alternative approach to the traditional manner
404 of covering absences for vacation, personal leave, and sick leave.
405

406 Instead of dividing benefits into a specific number of days for each benefit, Earned
407 Paid Leave Time puts the various components of previously accepted paid leave time
408 benefits together into a single benefit.
409

410 Earned Paid Leave Time can be used for a variety of purposes, including a payment
411 in cash at the time of voluntary termination in good standing.
412

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

414
415 An employee earns paid leave time based on formulae that take into consideration
416 the employee's years of service with the Town as well as the previously generally
417 accepted distribution of paid leave.

418
419 The formulae for calculating Earned Paid Leave Time are described below.

420
421 Regular Work Week shall be that period of time described in ARTICLE XI, above
422 generally consisting of five (5) consecutive days, normally Monday through Friday,
423 in which the employee works a continuous eight (8) hour shift at regular (straight
424 time) pay for a total of forty (40) hours of paid work.

425
426 Regular Pay Period shall be that period of time described in ARTICLE XI, above,
427 which consists of two (2) consecutive regular work weeks totaling eighty (80) hours
428 of paid (straight time) work, for which the employee receives a payment on a bi-
429 weekly basis.

430

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

438
439 To earn Earned Paid Leave Time, an employee of the Dedham Department of Public
440 Works must be a permanent, full-time employee of the Department.

441
442 An employee on an approved reduced work scheduled may earn Earned Paid Leave
443 Time in proportion to the employee's regular hours worked in a regular work week
444 expressed as a ratio of regular hours worked divided by forty (40) so long as such
445 employee works at least twenty (20) regular hours in each regular work week.

446

447 **3. CALCULATION OF EARNED PAID LEAVE TIME:**
448
449 Earned Paid Leave Time is EARNED on an on-going basis based on the number of regular
450 (straight time) hours an employee actual works.

451
452 The parties expressly agree that for the purposes of earning Earned Paid Leave Time, regular
453 straight time hours, holiday leave, approved Earned Paid Leave Time leave, approved Jury
454 Duty leave, approved Military Duty leave, approved Bereavement Leave, and approved
455 Union Business leave shall be included in the calculation of Earned Paid Leave Time.

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

EARNED PAID LEAVE TIME FORMULAE:

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

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

4. REQUIRED MINIMUM USAGE OF EARNED PAID LEAVE TIME

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

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

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

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EARNED PAID LEAVE TIME USEAGE FORMULAE:

YEARS OF SERVICE	MINIMUM EARNED PAID LEAVE TIME USEAGE PER YEAR (hours)	MINIMUM PERCENTAGE OF EARNED PAID LEAVE ACCRUED PER YEAR THAT MUST BE USED ANNUALLY	MAXIMUM PERCENTAGE OF EARNED PAID LEAVE TIME TO BE CARRIED FORWARD TO NEXT CONTRACT YEAR	MIMIMUM RECOMMENDED PERCENTAGE OF EARNED PAID LEAVE TIME TO 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

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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:

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

521
522 In the case of conflicts in requests for time off, the conflict will be resolved by giving first choice to
523 the most senior employee.

524
525 The Employee and Management shall mutually agree upon the schedule for all planned absences by
526 submitting the requisite form to seek such approval in accordance with the following schedule:
527

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

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531
532 **UNPLANNED USE OF EARNED PAID LEAVE TIME:**
533 Earned Paid Leave Time leave may be used to cover absence for most any reason, including illness,
534 vacation, funeral, dentist or doctor visits, personal errands or other business as long as the total
535 amount of leave taken meets or exceeds the minimum required leave usage required by this
536 agreement.

537
538 In rare circumstances, an employee may be allowed to take up to two (2) hours of unplanned Earned
539 Paid Leave Time leave during the first two (2) hours of his regularly scheduled shift, or during the
540 last two (2) hours of his regularly scheduled shift, to attend to personal matters. Rare circumstances

541 shall be circumstances that occur not more than four (4) times in any consecutive twelve (12) month
542 period.

543
544
545 Earned Paid Leave Time leave **may not be used** to cover tardiness except in extraordinary
546 circumstances, in which case an employee may be allowed to charge one half hour (thirty (30)
547 minutes) of unplanned Earned Paid Leave Time leave to cover the employee's tardiness if the
548 employee is less than 30 minutes late. Rare circumstances shall be circumstances that occur **NOT**
549 **MORE THAN THREE (3) TIMES** in consecutive twelve (12) month period.

550
551
552 **ABUSE OF EARNED PAID LEAVE TIME**

553
554 The parties mutually agree that Earned Paid Leave Time is a key component of this Collective
555 Bargaining Agreement, and that abuse of this benefit serves to harm both the EMPLOYER and the
556 UNION.

557
558 The Town needs to have its personnel dollars be as productive as possible. The Town recognizes the
559 need to compensate its employees fairly and reasonably in terms of wages and benefits.

560
561 The Union recognizes the obligation of its members to earn said wages and benefits by working as
562 productively as possible.

563
564 Earned Paid Leave Time leave cannot be used by the employee to gain extra paid overtime during
565 his regularly scheduled shift.

566
567 If an employee continues to be absent after exhausting all of the employee's Earned Paid Leave
568 Time as well as all of the employee's Sick Leave Pool Time, the employee's employment with the
569 Town may be involuntarily terminated.

570
571 Those employees who abuse the Earned Paid Leave Time benefit shall, in the best interests of both
572 the Employer and the Union, be subject to progressive disciplinary action up to and including
573 termination from employment with the Town.

574
575 Clearly defined abuse of the Earned Paid Leave Time benefit shall include, but may not necessarily
576 be limited to:

577
578 Using all available Earned Paid Leave Time leave in less than a contract year, and then
579 continuing to be absent from work. During the term of this Collective Bargaining Agreement,
580 for being absent the first time one (1) or more hours past all available leave time: a written
581 warning; for being absent a second time one (1) or more hours past all available leave time: a
582 two (2) day suspension without pay; for being absent a third time one (1) or more hours past all
583 available leave time: a four (4) day suspension without pay and a hearing on termination before

584 the Town Administrator.
585
586
587

588 **CONVERSION TO EARNED PAID LEAVE TIME LEAVE**
589

590 The DPW Administration Division will maintain records of each employee's Earned Paid Leave
591 Time account.
592

593 Upon the effective date of this Collective Bargaining Agreement, each employee's existing leave
594 time benefits will be converted as follows:
595

596 **Vacation Leave:**
597

598 One (1) available Vacation Hour to One (1) Earned Paid Leave Time Hour
599

600 **Sick Leave:**
601

602 1. On the effective date of this contract, the first 80%, more or less, of available sick leave shall be
603 converted as follows:
604

605 One (1) available Sick Leave Hour to One (1) Sick Pool Leave Time Hour up to the previous
606 maximum allowed of 2,000 hours.
607

608 2. On the effective date of this contract, the remaining 20%, more or less, of available sick leave may
609 be converted as follows:
610

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

613 or

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

615 or

616 any combination of the two.
617
618

619 **Personal Leave:**
620

621 One (1) available Personal Leave Hour to One (1) Earned Paid Leave Time Hour
622
623
624

625 **BUY BACK of UNUSED PAID EARNED LEAVE TIME**
626

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

629

630 **A. CONTINUING ACTIVE EMPLOYEE**

631

632 On the first workday after the first July 1 following the effective date of this agreement (July 1,
633 2005), and then on the first workday after July 1 of each contract year, an employee may elect to sell
634 back some of the employee's available Earned Paid Leave Time under the conditions and up to the
635 limits described below:

636

637 1. The employee must have used, in the previous contract year, the Minimum Required Earned Paid
638 Leave Time leave as required by this agreement.

639

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

643

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

646

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)	MIMUM CONVERSION 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)

647

648

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

653
654

655 **B. PAYMENT UPON TERMINATION:**

656

657 1. An employee in-good-standing, who chooses to terminate his employment with the Town,
658 including providing the Town with not less than two full weeks notice of his intention to retire or
659 resign, or upon the death of an employee in-good-standing, or upon lay-off, the employee or the
660 employee's estate will be paid the value of the time in the employee's Earned Paid Leave Time
661 account up to a MAXIMUM of one hundred (100) hours at the hourly rate of pay in effect upon
662 termination of the employee's employment with the Town.

663

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

666

667 **ARTICLE XVI**
668 **SICK LEAVE POOL TIME**

669

670 **SICK LEAVE POOL TIME (SLPT)**

671

672 **Definition:**

673

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

678

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

681

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

684

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

688

689

690

691 **USE OF SICK LEAVE POOL TIME (SLPT)**

692
693 **Sick Leave Pool Time (SLPT) is** available for use only under the conditions listed below, and is not
694 eligible for payment at retirement or termination:
695

- 696 1. Use of Sick Leave Pool Time leave may begin on the sixth (6th) consecutive workday
697 absence due to illness, injury, or other disability of the employee.
698
- 699 2. A physician's report, including a prognosis indicating the physician's estimate of the
700 employee's ability to return to work, including the time frame for such return, must
701 accompany the request to use Sick Leave Pool Time leave.
702
- 703 3. It is not necessary to use up all Earned Paid Leave Time before using Sick Leave Pool Time.
704
- 705 4. An employee may continue using Sick Leave Pool Time until the employee's Sick Leave
706 Pool Time is exhausted, or until the employee is no longer disabled.
707
- 708 5. Periodic physician's reports of the employee's condition shall be required,
709
- 710 6. The maximum Sick Leave Pool Leave accrual is 2,000 hours. (For example: the maximum
711 conversion of Earned Paid Leave Time Leave of 1,000 hours, would convert to 2,000 Sick
712 Leave Pool Leave hours) Employees first converting their available sick time on the effective
713 date of this contract (July 1, 2004) shall be allowed to convert their available sick time to a
714 maximum of 2,000 hours in their Sick Leave Pool Time account.
715
- 716 7. If Sick Leave Pool Time is used, or if an employee wishes to add to the employee's Sick
717 Leave Pool Time, more Earned Paid Leave Time may be added to the employee's Sick
718 Leave Pool Time account each quarter up to a maximum total accrual of 2,000 hours.
719
- 720 8. Sick Leave Pool Time may **NEVER** be converted back to Earned Paid Leave Time.
721
- 722 9. Sick Leave Pool Time leave may be used in combination with disability insurance and
723 worker's compensation insurance to supplement those payments as provided by law and
724 Town policy.
725

726
727 **ARTICLE XVII**
728 **WORKERS' COMPENSATION**
729

730 The Town of Dedham shall provide Massachusetts' Workman's Compensation Coverage, the
731 benefits of which will be available to all employees as required by law.
732

733
734 An employee must report any and all injuries received while on duty to the employee's immediate

735 supervisor as well as the DPW Administrative Staff on duty, within four (4) hours of the start of the
736 employee's next regular shift.

737
738 The employee shall be responsible to file all requisite forms as required by law and the Town's
739 insurance carrier.

740
741 The Town, and/or its agent for its Worker's Compensation carrier, retains the right to request a drug
742 and/or alcohol test subsequent to any injury for which a claim is made.

743
744 The Town, and/or its agent for its Worker's Compensation carrier, retains the right to request
745 updated medical information relative to the claim during the disability. If a medical exam is
746 requested, the Town or carrier shall use a qualified doctor.

747
748 A Worker's Compensation claim which results in lost time must be supported by a doctor's statement
749 outlining the nature of the disability and if possible the length of the disability.

750
751 An employee utilizing Workers Compensation benefits shall advise the DPW Administrative Staff
752 on duty immediately upon receiving a medical clearance to return to work without restrictions.

753

754

755 **ARTICLE XVIII**

756 **HOLIDAYS**

757

758 The following days will be recognized as paid legal holidays:

759

760 New Year's Day Labor Day

761 Martin Luther King Day Columbus Day

762 Presidents' Day Veterans' Day

763 Patriots' Day Thanksgiving Day

764 Memorial Day Christmas Day

765 Independence Day

766

767 The foregoing eleven (11) paid holidays will be granted regardless of when they fall. Any employee
768 who works on one of these holidays will be paid at the rate of time and one-half plus his normal pay
769 for each hour worked, except on Christmas Day when the employee will be paid at the rate of double
770 time plus his normal pay for each hour worked.

771

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

775

776

777 Use of Earned Paid Leave Time in the month leading up to Memorial Day and the two weeks

778 leading up to Veterans' Day, except for documented illness or other emergency, shall be severely
779 limited in order to insure that the Town's cemeteries are properly prepared for those holiday
780 observations.

781
782

783 **ARTICLE XIX**
784 **HEALTH INSURANCE**

785

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

788

789 Employees electing coverage under indemnity plans shall pay 50% of the total monthly premium
790 cost.

791

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

794

795

796 **ARTICLE XX**
797 **BEREAVEMENT LEAVE**

798

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

802

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

805

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

807

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

810

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

812

813 In certain rare and special circumstances, the Town Administrator may grant an extension of leave of
814 absence, not to exceed 10 workdays total, if such extension is deemed to be in the best interest of the
815 employee and the Town of Dedham.

816

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

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**ARTICLE XXI
MILITARY LEAVE**

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

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

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

**ARTICLE XXII
JURY DUTY**

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

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

**ARTICLE XXIII
LEAVE OF ABSENCE**

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

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

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

**ARTICLE XXIV
UNIFORMS, PROTECTIVE CLOTHING, AND LICENSES**

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

864
865 Employees who serve in the capacity of Administrative Assistant in the Department shall not be
866 required to wear the official department uniform as provided above, nor shall they receive the
867 uniform stipend.

868
869 It is expressly agreed that the Commissioner of Public Works retains all management rights in
870 setting and enforcing dress policies for the Department. However, the parties agree that the standard
871 for the uniform will be established by the Labor/Management Committee.

872
873 A clothing stipend will be provided at a rate of four hundred dollars (\$400) per employee per year.

874
875 All employees will be required to wear safety shoes. An amount not to exceed one hundred twenty
876 five dollars (\$125) in each contract year will be paid to each employee upon presentation of a receipt
877 documenting the purchase of work boots.

878
879 The Town will pay for all special licenses (beyond Class D) required to operate specialized
880 equipment by the Department of Public Works.

881
882

883 **ARTICLE XXV**
884 **CLASSIFICATION PLAN AND PAY RATES**

885
886 Refer to Attachment number 2 for classification schedule and pay rates.

887
888
889 All step increases shall occur only on July 1 of each contract year.

890
891 In exchange for reducing the steps between minimum pay and maximum pay in any given pay grade,
892 the following shall apply when establishing step increases:

893
894 To be eligible for a step raise, an employee must have been placed in a particular pay grade and step
895 prior to the first day of December preceding the start of the subsequent contract year (July 1).

896
897 An employee promoted on/or after December 1 of any given contract year, shall not be eligible for a
898 step increase until July 1 of the second following contract year.

899
900

901 **ARTICLE XXVI**
902 **MISCELLANEOUS PROVISIONS**

903
904 1. Announcements shall be posted in a conspicuous place. Parties to this Agreement, both of whom
905 may use the bulletin boards for notices of routine nature, agree that it would be improper to post
906 denunciatory or inflammatory written material on such bulletin boards.

907
908 2. Should any provision of this Agreement be found to be in violation of any federal or state law or
909 Civil Service rule by a court of competent jurisdiction, all other provisions of this Agreement shall
910 remain in full force and effect for the duration of this Agreement.

911
912 3. Any benefit, privilege or working condition existing since July 1, 1975 not covered by this
913 Agreement, nor previously eliminated by mutual agreement, shall remain in full force and effect and,
914 if proper notice is given by either party as to the desirability of amending, modifying or changing
915 such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

916
917 4. The parties to this Agreement agree that they shall not discriminate against any person because of
918 race, creed, color, sex, or age and that all covered employees shall receive the full protection of this
919 Agreement.

920
921 5. The EMPLOYER agrees to permit representatives of the American Federation of State, County
922 and Municipal Employees, AFL-CIO and/or State Council #93 and/or Local #362 to enter the
923 premises at reasonable times for individual discussion of working conditions with employees,
924 provided such representatives do not interfere with the performance of duties assigned to the
925 employees.

926
927 6. In the event an employee reports to his place of work at his regularly scheduled time and is sent
928 home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled
929 for his shift.

930
931 7. In the event that an employee is assigned temporarily to perform the work of a higher
932 classification, the employee shall be paid the hours actually worked at the minimum rate for that
933 higher classification, or, if the employee's current rate is above that minimum, at the lowest step rate
934 which is next highest to the employee's current rate.

935
936 8. For the safety of employees working on heavily traveled or dangerous roads, as determined by the
937 Commissioner, a police detail or flag man will be used. If a flagman is used, his only duty on that
938 job will be to insure the safety of the employees on that crew.

939
940 9. The following constitutes understanding reached between the Union and the Town with respect to
941 the duties, responsibilities, and compensation attendant to the DPW Superintendents when carrying
942 the DPW On-Call Pager and handling any after-hours DPW calls:

943
944 It is agreed:

945
946 “The DPW Superintendent shall carry the on-call pager on a weekly rotating schedule, to be worked-
947 out between themselves, and that the Superintendent On-Call shall handle all after hours calls for
948 DPW services.

949

950 The Superintendent On-Call shall use his best judgment with respect to how to handle a particular
951 situation including if, when, and how many DPW employees shall be called-out to handle any
952 particular situation.
953

954 If necessary, the Superintendent On-Call is authorized to call-out any required private contractor
955 needed to supplement DPW forces to handle a particular situation.
956

957 In the case of a Snow & Ice Operation, the Superintendent On-Call shall consult with the Town
958 Administrator prior to calling-out the Town's Snow & Ice Contractor.
959

960 The DPW Superintendent On-Call shall maintain the overtime list, and shall submit a call-out report
961 to the DPW Administrative Assistant handling payroll at the start of the next regular shift following
962 a particular call-out.
963

964 The Superintendents shall stay in the overtime rotation in accordance with the provisions of the
965 Collective Bargaining Agreement.
966

967 The compensation for carrying the on-call pager, and for answering an after-hours call, and for
968 calling-out DPW staff and/or a private contractor shall be paid at the rate of ~~\$2.00~~ **\$2.25** per hour
969 (the rate as set forth in Article XIV, 'Mandatory Standby Time' of the Collective Bargaining
970 Agreement, as may be amended from time to time through contract negotiations) for each hour
971 outside of the Superintendent's regular work shift during the continuous seven (7) day period for
972 which he carries the pager. It is to be paid in the regular DPW bi-weekly payroll next following the
973 particular Superintendent's week(s) on-call. This compensation shall be charged to the regular DPW
974 salary line item. As with the DPW Commissioner, and the DPW Operations Manager, now that the
975 Superintendents are on-call, the Superintendents shall be permitted to use their assigned DPW
976 vehicle to commute to and from work in order to have the necessary communications equipment and
977 other resources necessary to handle emergency calls as quickly and efficiently as possible, readily at
978 hand.
979

980 If the Superintendent On-Call takes an after-hours assignment himself, in accordance with the
981 Collective Bargaining Agreement, then he will be fully compensated in accordance with the
982 Collective Bargaining Agreement and this side letter of agreement. If in the best judgment of the
983 Superintendent On-Call, he needs to come in to supervise the overtime assignment, then regardless
984 of his place in the overtime rotation, the Superintendent that reports to work after hours shall be fully
985 compensated in accordance with the Collective Bargaining Agreement and this side letter of
986 agreement.
987

988 Original date of implantation of Section 9 was September 23, 2005.
989

990 Section 9 shall be amended to include the Director of Public Works as one of the persons who will
991 be part of the rotation to carry the On-Call Pager. As such, the persons authorized to carry the "On-
992 Call Pager" as described in this section shall be the Cemetery Superintendent, the Highway

993 Superintendent and the Director of Public Works.

994
995 Notwithstanding any provisions to the contrary contained herein, in the rare situation where neither
996 the Director, nor the Superintendents are able to carry the pager during a given period of time, then
997 for that period of time, and only for that period of time, the Director of Public Works shall have the
998 sole discretion to assign the pager coverage to a Public Works Foreman. The Director shall assign
999 such coverage to a Foreman selected from a rotating list of Foremen, which shall initially be
1000 established by Seniority.

1001
1002 **ARTICLE XXVII**
1003 **DRUG AND ALCOHOL TESTING**

1004
1005 The parties agree to adopt the “Drug and Alcohol Testing Policy” as Attachment Number One (1) to
1006 this Agreement.

1007
1008 **ARTICLE XXVIII**
1009 **LONGEVITY PLAN**

1010
1011 Longevity payments will be made to employees who have attained the following milestones of their
1012 employment with the Department:

- 1013
1014 \$375.00 for five (5) years of service *but less than ten (10)*
1015 \$465.00 for ten (10) years of service *but less than fifteen (15)*
1016 \$555.00 for fifteen (15) years of service *but less than twenty (20)*
1017 \$645.00 for twenty (20) years of service *but less than twenty-five (25)*
1018 \$735.00 for twenty-five (25) years of service *but less than thirty (30)*
1019 \$825.00 for thirty (30) years of service *or more*

1020
1021 The above payments will be paid in the first payroll next following the employee's *employment*
1022 anniversary date.

1023
1024 **ARTICLE XXIX**
1025 **EFFECT DATE OF AGREEMENT**

1026
1027 1. This Agreement by the authorized representatives of the UNION and the EMPLOYER shall
1028 become effective on the *first day of July of the year 2015*.

1029
1030 2. This Agreement will remain in effect until *June 30, 2017* unless renewed in writing by both
1031 parties.

1032
1033 3. Should either party to this Agreement wish to inaugurate collective bargaining discussions over
1034 changes it may wish to introduce into this Agreement for the year succeeding the termination of this
1035 contract, it is agreed that notice of the substance of the changes and the language with which such

ATTACHMENT NUMBER ONE (1)

**DEDHAM DEPARTMENT OF PUBLIC WORKS
DRUG and ALCOHOL TESTING POLICY**

I. INTRODUCTION

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

II. PROHIBITED BEHAVIOR

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

The prohibited drugs are the following substances or derivatives thereof (herein "Drugs"):

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

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

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

1109 **III. REQUIRED HOURS OF COMPLIANCE**

1110
1111 The required hours of compliance for prohibited behavior (as defined above) relating to Drug and/or
1112 Alcohol use are as listed below:

1113
1114 **Drugs:** An Employee is prohibited from the use of the defined Drugs at any time on or off
1115 the job.

1116
1117 **Alcohol:** An Employee must not consume Alcohol:

- 1118
1119
 - Four (4) hours prior to being scheduled to perform DPW-related duties.
 - While performing his/her duties as a DPW Employee.
 - Immediately after performing his duties as a DPW Employee (to allow for Alcohol testing immediately after a shift), and
 - Up to eight (8) hours following an automobile accident while on duty or until the employee undergoes a post-accident Alcohol test, whichever occurs first.

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1121
1122
1123
1124
1125
1126 **IV. CIRCUMSTANCES FOR DRUG AND/OR ALCOHOL TESTING**

1127
1128 Employees will be required to submit to approved Drug and Alcohol tests in the circumstances listed
1129 below:

1130
1131 **Random:** Employees are subject at any time to random Drug and/or Alcohol testing while on duty.
1132 When notified, employees will proceed immediately to the collection site. Random selection shall
1133 be by a system, to be agreed to by the Union, in which selection is made by neutral or blind criteria
1134 in which the identity of the Employees is not known as part of the selection process.

1135
1136 **Reasonable Suspicion:** If, based on the observations of at least one supervisor or manager, the
1137 Department has reasonable suspicion to believe that an Employee is impaired while on duty by Drug
1138 use and/or Alcohol misuse, the Employee shall be required to submit to immediate Drug and/or
1139 Alcohol testing based on specific, contemporaneous, articulable observations concerning the
1140 appearance, behavior, speech or body odors or breath odors of the Employee. These managers and
1141 supervisors will be trained to identify actions, appearance, conduct, etc., which indicate the possible
1142 use of a Drug or misuse of Alcohol in advance of the implementation of this policy. An Employee
1143 sent out for a “reasonable suspicion” test will be required to accept Town arranged transportation, or
1144 arrange for independent transportation home at the expense of the Employee.

1145
1146 **Post-Accident:** After involvement in any accident while on duty, an Employee will be subject to
1147 post accident Drug and Alcohol testing if any one of the following conditions is met:

- 1148
1149
 - A fatality has occurred within 32 hours of the accident.
 - A motor vehicle citation was received by the Employee within 32 hours of the accident.
 - The Employer determines from eyewitness reports and/or other observations that reasonable

- 1152 suspicion exists which indicate the possible use of a Drug or misuse of Alcohol by the
1153 Employee involved in the accident.
- 1154 • Serious personal injury and/or significant property damage has occurred as the result of
1155 actions reasonably associated with the activities of an employee while on duty.
- 1156

1157 **Return to Duty:** A Return to Duty Drug and/or Alcohol test is required after assessment by a
1158 Substance Abuse Professional (SAP) and completion of treatment, if any is required, when an
1159 Employee tests positive for any reason in a Drug and Alcohol testing program, before that Employee
1160 is allowed to perform his regular public works duties. To pass, an Alcohol test must a result of less
1161 than 0.02 Alcohol concentration and a Drug test must be a verified negative test result. Without a
1162 successful test result, that individual is not medically qualified to continue to perform DPW-related
1163 functions.

1164

1165

1166 V. TESTING PROCESS INTEGRITY

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1168 **Drugs:** The actual Drug test analysis will be conducted only at laboratories that are certified by the
1169 Department of Health and Human Services. Vendors utilized in connection with Drug testing will
1170 comply with all Department of Transportation regulations intended to insure the accuracy and
1171 confidentiality of test results and the fair and respectful treatment of persons being tested. There are
1172 various testing result thresholds of the presence of Drugs before they will be reported as a presumed
1173 positive to the Medical Review Employee (MRO).

1174

1175 A urine sample, which is identified as positive on an initial test, will be confirmed using gas
1176 chromatography/mass spectrometry techniques before results are sent by the laboratory to the MRO.
1177 The testing service will send known specimens to the laboratories used in a “Blind Specimen”
1178 program to periodically test the integrity of the laboratory. These blind specimens are both known
1179 positives and known negatives. Individuals tested will be in direct visual contact with their
1180 specimen until the collection process is complete. There will be tamper proof seals on the collection
1181 containers, initialed by the donor, and the specimens will be sealed in tamper proof containers with
1182 chain of custody paperwork. There will be a rigorous “chain of custody” process that directly
1183 follows a specimen from initial collection through final testing. If there are irregularities in this
1184 process, the test is declared a “broken chain of custody” and it is canceled. All individuals who are
1185 tested will be identified via picture identification or by authorized Department personnel to assure
1186 that the individuals tested are the correct individuals. Social security numbers will be used to track
1187 the identification process.

1188

1189 **Alcohol:** An initial Alcohol screening test will measure the BAC of the Employee at the time of the
1190 test. A second test on the evidential testing device will be required to reconfirm the initial result
1191 before it is a Final Test Result. Before the confirmation test is completed, a 15 to 20 minute wait
1192 period will be required to reduce the impact of mouth Alcohol. The confirming testing process will
1193 only be performed on evidential breath testing equipment utilizing air blanks to assure that ambient
1194 conditions are not negatively affecting the testing process. In addition, the Alcohol breath testing

1195 equipment will be periodically checked and calibrated with samples containing known Alcohol
1196 concentrations.

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1198

1199 **VI. COLLECTION PROCEDURES**

1200

1201 Upon notification, the Employee will be required to proceed to the assigned collection site without
1202 delay and with appropriate picture identification. Approved collection procedures will be used to
1203 collect urine specimens for Drug tests, including a split specimen. Certain situations may require
1204 that a specimen be discarded and a new collection may be initiated. During the collection process,
1205 individuals may only consume fluids in permitted quantities.

1206

1207

1208 **VII. REFUSAL TO SUBMIT**

1209

1210 “Refusal to Submit” to a test is prohibited. Behavior that constitutes “Refusal to Submit” includes:

1211

- 1212 1. Direct refusal to take a Drug or Alcohol test.
- 1213 2. Failure to provide sufficient quantities of urine within the policy’s time limit, or the failure to
1214 provide sufficient quantities of breath or other fluids without a valid medical explanation.
- 1215 3. Tampering with or attempting to adulterate the specimen.
- 1216 4. Engaging in conduct that obstructs the testing process.
- 1217 5. Failure to notify the Department that the Employee was in a post accident situation requiring
1218 testing or not being immediately available for post accident testing without a valid reason.
- 1219 6. Not reporting directly to the collection site after notification.

1220

1221 A “Refusal to Submit” shall be considered equivalent to a positive test result for that test.

1222

1223

1224 **VIII. OPPORTUNITY FOR RE-TESTS**

1225

1226 **Drugs:** If an Employee has a positive Drug test result after the Medical Review Employee (MRO)
1227 review, the Employee will have the option to have the split specimen retested at any DHHS certified
1228 laboratory of his/her choice. The option cannot be selected after 72 hours from the time of
1229 notification by the MRO unless there is significant reason acceptable to the MRO why the individual
1230 was delay, such as an injury. If this option is selected, the Employee must verbally notify the
1231 Town’s laboratory or the MRO for the request of the re-test and send written notification to the
1232 laboratory with a statement that the Employee will accept any other DHHS certified laboratory, or
1233 the specified DHHS certified laboratory name, location, address, and telephone number, selected, if
1234 any. The Employee must provide a copy of this request to the Town’s Drug and Alcohol Program
1235 Manager.

1236

1237 If the Employee requests a re-test of the split portion of the Drug test urine sample, it will be at

1238 his/her expense unless the re-test does not reconfirm the original positive test result.

1239
1240 **Alcohol:** No will be no option available for an Alcohol split specimen collection, and therefore there
1241 will be no opportunity for an Alcohol re-test.

1242
1243
1244 **IX. TESTING PROCEDURES**

1245
1246 **Drugs:** This program will utilize the MRO, a licensed physician who has appropriate knowledge and
1247 medical training to interpret and evaluate an individual's initial confirmed positive test result
1248 together with his or her medical history and any other relevant biomedical information. The MRO's
1249 responsibility will include providing a review of the laboratory's "chain of custody" documentation
1250 to ensure that it has properly tracked the handling and storage of the urine specimen. Before
1251 determining that an initial positive test result is a Final positive, a canceled test, or a negative test
1252 result, the MRO will rule out alternate medical explanations through reviewing the tested
1253 individual's medical records, and will give the individual an opportunity to discuss the test result.

1254
1255 It is the Employee's responsibility to contract the MRO within 24 hours upon receiving a message
1256 from the MRO to return a telephone call. Failure of the Employee to contact the MRO within this
1257 time frame will result in a Final determination of the result of the presumed positive Drug test
1258 without input from the Employee.

1259
1260 **Alcohol:** Alcohol testing will be performed utilizing approved testing equipment and techniques.
1261 Breath Alcohol Technicians (BATs) are those individuals who have completed mandatory training
1262 on required collection and testing procedures and on the proper operation of equipment and
1263 approved Alcohol testing procedures.

1264
1265 There will be two types of breath tests administered:

1266
1267 **Initial Screening Test:** This test will be administered using an authorized Alcohol testing device by
1268 approved collection personnel. Any result less than 0.04 BAC will be considered a negative test and
1269 no further screening will be conducted. If the initial screening test is 0.04 BAC or greater, and
1270 Alcohol confirmation test will be conducted.

1271
1272 **Confirmation Test:** If the initial screening test is 0.04 or greater, a confirmation test will be
1273 performed by a BAT on an Evidential Breath Testing (EBT) device following a specified procedure
1274 after a specified waiting period. The EBT will have the capability of printing out the evidential test
1275 result.

1276
1277
1278 **X. CONSEQUENCES FOR USE OF DRUGS AND MISUSE OF ALCOHOL**

1279
1280 **Drugs:** In the event of a first positive Drug test result (or a refusal to submit as defined in this

1281 policy), the Employee will have the following consequences:
1282

- 1283 1. Be placed paid on personal leave to the extent such leave is available in either the employees
1284 Earned Paid Leave Time Account and/or his Sick Leave Pool Time Account.
1285
- 1286 2. Be referred to a Substance Abuse Professional (SAP). The Town will be responsible for the
1287 expense of the SAP services to determine if the Employee needs help in dealing with a Drug
1288 test result, follow-up test monitoring, and additional required services after completion of a
1289 treatment program, if any. If any treatment is prescribed, any cost not covered by insurance,
1290 if any, will be at the expense of the Town.
1291
- 1292 3. Be required to complete prescribed treatment defined by the SAP, if any. If the Employee
1293 fails to complete the required treatment, the Town reserves the right to impose disciplinary
1294 action, up to and including termination from employment.
1295
- 1296 4. Be required to pass a return to duty test (or tests if both a Drug and an Alcohol test is
1297 required by the SAP) before duties are resumed. The Town will pay for the return to duty
1298 test.
1299
- 1300 5. Be placed on a follow-up testing program until completed. The cost of all follow-up tests
1301 will be at the expense of the Town. This follow-up testing program will continue for up to 2
1302 years.
1303

1304 In the event of a second positive Drug test result, the Employee will be medically unqualified to
1305 perform his/her job responsibilities and the Employee will be subject to discipline up to and
1306 including termination from employment. The individual will be advised of resources available in
1307 dealing with Drug and/or Alcohol issues.
1308

1309 **Alcohol:** In the event of a first positive Alcohol test result (BAC of 0.04 or greater, or a refusal to
1310 submit as defined in this policy), the Employee will have the following consequences:
1311

- 1312 1. Be placed on paid personal leave to the extent such leave is available in either the employees
1313 Earned Paid Leave Time Account and/or his Sick Leave Pool Time Account.
1314
- 1315 2. Be referred to a SAP. The Town will be responsible for the expense of the SAP services to
1316 determine if the Employee needs help in dealing with a Drug or Alcohol test result, follow-
1317 up test monitoring, and additional required services after completion of a treatment program,
1318 if any. If any treatment is prescribed, any cost not covered by insurance, if any, will be at the
1319 expense of the Town.
1320
- 1321 3. Be required to complete prescribed treatment defined by the SAP, if any. If the individual
1322 fails to complete the required treatment, the Town reserves the right to impose disciplinary
1323 action, up to and including dismissal.

- 1324
1325 4. Be required to pass a return to duty test (or tests if both a Drug and Alcohol test is required
1326 by the SAP) before duties are resumed. The Town will pay for the return to duty test.
1327
1328 5. Be placed in a follow-up testing program until completed. The Town will pay for the
1329 follow-up tests.
1330

1331 In the event of a second positive Alcohol test result, the Employee will have the following
1332 consequences:
1333

- 1334 1. Be placed on an unpaid leave of absence.
1335
1336 2. Be referred to a SAP. The Town will be responsible for the expense of the SAP services to
1337 determine if the Employee needs help in dealing with a Drug or Alcohol test result, follow-
1338 up test monitoring, and additional required services after completion of a treatment program,
1339 if any. If any treatment is prescribed, any cost not covered by insurance, if any, will be at the
1340 expense of the Town.
1341
1342 3. Be required to complete prescribed treatment defined by the SAP, if any. If the individual
1343 fails to complete the required treatment, the Town reserves the right to impose disciplinary
1344 action, up to and including dismissal.
1345
1346 4. Be required to pass a return to duty test (or tests if both a Drug and Alcohol test is required
1347 by the SAP) before duties are resumed. The Employee will pay for the return to duty test.
1348
1349 5. Be placed in a follow-up testing program until completed. The Employee will pay for the
1350 follow-up tests.
1351

1352 In the event of a third positive Alcohol test result, the Employee will be medically unqualified to
1353 perform his or her job responsibilities and will be subject to discipline up to and including
1354 termination. The individual will be advised of resources available in dealing with Drug and/or
1355 Alcohol issues.
1356
1357

1358 **XI. RECORDS**
1359

1360 All Drug and Alcohol testing and medical records and information will be maintained in a
1361 confidential manner and their disclosure will be strictly limited to those with a need to know. Each
1362 Employee shall have the right to have a copy of his/her Drug and/or Alcohol test results upon written
1363 request.
1364

1365 ATTACHMENT NUMBER TWO (2)
1366

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

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Effective July 1, 2015 (FY 2016)

			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
LCG	Cemetery Superintendent	Hourly	32.00	32.97	33.96	34.98
LCG	Highway Superintendent	Hourly	32.00	32.97	33.96	34.98

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Effective July 1, 2016 (FY 2017)

			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
LCG	Cemetery Superintendent	Hourly	32.80	33.79	34.81	35.85
LCG	Highway Superintendent	Hourly	32.80	33.79	34.81	35.85

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