

**COLLECTIVE BARGAINING
AGREEMENT**

between

TOWN OF DEDHAM

and

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES**

AFL-CIO STATE COUNCIL

**NO. 93, LOCAL 362
TOWN HALL UNIT**

July 1, 2015 through June 30, 2017

PREAMBLE

This Agreement entered into by the Town of Dedham hereinafter referred to as the EMPLOYER and Local #362, State Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION, the establishment of an equitable and peaceful procedure of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I **RECOGNITION**

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purposes of negotiating salaries, wages, hours and other conditions of employment for the following employees:

Assistant Town Accountant, Assistant Director of Assessing, Assistant Health Director, Assistant Treasurer, Benefits Coordinator, Payroll Administrator, Assistant Building Inspector, Assistant Building Inspector/Code Enforcement Officer, Public Health Nurse, Assistant Town Clerk, Assistant Collector, Senior Finance Clerk, Sr. Accounting Clerks, Youth Coordinators, Assessing Specialists, Custodians & Assistant Custodians, Board Administrative Assistants, Animal Control and Parking Officer, Administrative Assistants I, Administrative Assistants II, Caretakers, Senior Tax Clerks, Plumbing & Gas Inspector and Electrical Inspector, Council on Aging Outreach Worker, Assistant to the Director and Van Driver.

The EMPLOYER will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for such employees, or make any agreement with any such group or individual for the purposes of undermining the UNION or changing any condition in this Agreement.

Permanent part-time employees who work fifteen (15) or more hours per week on a regular and continuous basis will receive benefits under the provisions of this Agreement in the same proportion that their service bears to full-time service.

ARTICLE II **MANAGEMENT RIGHTS**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the management and the direction of the working forces shall be vested solely in the EMPLOYER.

ARTICLE III **UNION DUES/AGENCY FEE**

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 provisions of Chapter 150E of the General Laws, all employees in the Bargaining Unit (who are not members of the Union) 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'S 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 the payroll deduction of agency service fees. This provision shall go into effect as of the date that this contract is executed.

ARTICLE IV **DISCRIMINATION AND COERCION**

There shall be no discrimination by either UNION or EMPLOYER against any employee because of his/her activity, membership or non-membership in the UNION. The EMPLOYER agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement.

ARTICLE V **UNION REPRESENTATIVE**

The EMPLOYER shall be furnished the names of the UNION steward and representatives immediately after their designation, and the UNION shall notify the EMPLOYER of any changes. The above and the employee shall be granted reasonable time off during working hours to investigate and settle grievances. The parties agree that there shall be every attempt to settle each and every grievance as expeditiously as possible. The Local Chapter Chairman or other elected delegate shall be granted three (3) working days each to attend Council 93 State Conventions provided they are held during working hours and that he/she 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.

ARTICLE VI **GRIEVANCE PROCEDURE**

A grievance to be subject to this grievance procedure shall only be for a grievance which occurs after the date of execution of this contract and which involves a claim that one or more of the provisions of this Agreement have been violated by the Employer. All grievances shall be filed on a standard grievance form. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

1. Step 1: The Union steward and/or representative, with or without the aggrieved employee, shall put the grievance or dispute in writing with the employee's immediate Supervisor, Department Head or elected board within three (3) working days of the date of the grievance or his knowledge of its occurrence. The Supervisor or Department Head shall attempt to adjust the matter and shall respond to the steward within three (3) working days of receiving the grievance.
2. Step 2: If the grievance has not been settled, it shall be presented in writing to the Town Manager within three (3) working days after the Supervisor's/Department Head's response is due. The Town Manager shall conduct a hearing allowing all interested parties to be heard and to call and cross examine witnesses and shall respond to the steward in writing within five (5) working days of completion of the hearing.
3. Step 3: If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Town Manager is due, by written notice to the other, request arbitration by the American Arbitration Association in accordance with its labor arbitration rules then in effect or another arbitration agency which is mutually agreed to by the parties to perform the arbitration.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Grievances involving disciplinary action shall be processed beginning at Step 2. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee. The aggrieved employee may waive the right of a hearing at any step in the grievance procedure.

ARTICLE VII **SENIORITY**

Seniority shall be defined as the length of continuous employment from the date of first hire by the Employer. Seniority will not be broken by vacations, sick leave or authorized leave of absence. Seniority will not accrue when an employee is on a leave of absence without pay. Upon a return from a leave of absence, the employee's seniority shall be restored. Any employee whose continuous employment has included both part-time and full-time service shall receive pro-rated credit towards seniority for the purpose of job bidding, layoffs, shift work and choice of vacation periods.

ARTICLE VIII **JOB POSTING, BIDDING AND PROBATIONARY PERIOD**

A. When a vacancy occurs in a department that is within the bargaining unit and covered by this Agreement, the Employer shall post such vacancy within fifteen (15) days of the position being vacated. The posting will be done internally, for five (5) *working* days, before the posting is put out to the public. The internal method of posting shall include system wide e-mail, on the bulletin boards located in the Town Hall, the Public Library and the Endicott Estate, listing the

pay, duties, and qualifications. A job may be posted later than the fifteen (15) day limit provided that the Union and the Employer agree to waive the time limit and establish a new time limit. When *an internal* vacancy is posted, a copy of the posting shall also be given to the Chapter Chairman and the Shop Steward. This notice of vacancy shall remain posted for five (5) working days. Employees interested in the position shall apply in writing to the head of the department wherein the vacancy exists within the posting period. The Employer shall determine whether any applicants within the bargaining unit are qualified, based on the job description of the posted position. All bargaining unit applicants will receive a notice of appointment or denial in writing within 10 days following the determination by the Employer. The results of the determination are subject to the grievance procedure. Where qualifications are relatively equal between two bargaining unit candidates, seniority will be the determining factor. No external applications shall be considered until all bargaining unit applicants are deemed by the Town to be clearly not qualified.

A vacancy which requires that the job be posted and awarded under this Article shall include any one of the following:

1. The promotion of a bargaining unit employee.
2. The resignation, retirement or discharge (for cause) of an employee.
3. The death of an employee.
4. The creation of a new position or positions recognized within the bargaining unit.

Should a situation arise wherein the Town does not wish to fill a vacancy, as described above, a meeting shall be called between the Employer and the Union to discuss the reasons for same, with the final decision resting with the Employer.

B. A qualified applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay which shall be equal to or greater than the present rate. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he or she shall be returned to his or her old position, and the job shall be re-posted. Final determination of the person to fill the position shall rest with the Employer, said determination being subject to the grievance procedure. Any employee hired after the initial effective date of this agreement who has worked in a pay grade for less than thirty (30) weeks before July 1 of a year will be eligible for a step raise on the following January 1 and subsequent anniversaries of January 1. Otherwise, all step raises for employees covered by this section will occur on July 1 of each year.

C. *The probationary period for outside hires shall be six (6) months.*

D. Should temporary work, requiring minimal training become available, the bargaining unit shall be notified, via e-mail, of an opportunity to fill the assignment. Under no circumstances will full-time employees be allowed to vacate their regular position to perform temporary work during regular work hours.

The requesting department has the exclusive right to determine if the employee is qualified to perform the work duties. The requesting department shall wait 24 hours after the e-mail notification, before soliciting help from outside the organization.

If the hours of regular and/or temporary work performed by a unit member exceed 37.5 in a

work-week, the union member will be compensated at their regular rate of overtime wages.

ARTICLE IX
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 within the bargaining unit. 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 X
EMPLOYEE FILES AND RECORDS

The employee shall have the right to answer any material filed and to include the answer within the file. The employee shall have the right, upon request at reasonable times, to examine his/her personnel file and to have a copy of any material in it. The Department Head shall be responsible to keep all employee records up to date and free from being copied by any unauthorized person.

ARTICLE XI
SALARY SCHEDULE

Refer to Appendix B of this Agreement.

ARTICLE XII
HOURS OF WORK

The regular hours of work for full-time employees shall be Monday through Friday, 8:30 a.m. to 4:30 p.m., with a one-hour lunch (½ hour paid). In addition, Town Hall will remain open one night per week from 4:30 PM to 7:00 PM. To provide office coverage for the increased hours, employees within each office of Town Hall, other than as provided in memorandums of agreement relating to the Collector, Council on Aging and Youth Commission offices, will alternate the night hours with a half day off on Friday starting at 1:00 PM. It is further agreed that the Library Administrative Assistant's hours will be Monday through Friday from 8:30 AM to 4:30 PM, with a one hour lunch break (½ hour paid) and no other scheduled breaks. Upon the recommendation of the Department Head, and with the approval of the Town Manager, hours of work for employees in special situations, including Custodians, Secretary to Fire Chief and Police Chief, may vary from the above guidelines.

Notwithstanding the regular work schedule described above for Town Hall employees only, effective May 2010, in the week preceding the Memorial Day Holiday, all full-time employees at Town Hall will work a modified work schedule as follows: Monday, Tuesday, and Thursday 8:30 A.M. to 4:30 P.M., on Wednesdays full-time employees will work 8:30 A.M. to 7:00 P.M. and on Fridays, full-time employees will work 8:30 to 1:00 P.M. This modified work schedule will end on Labor Day weekend. All full-time employees at Town Hall will then return to their

regular work schedule. The parties understand and agree that anyone who uses vacation, sick leave or personal leave on either Wednesday or Friday of this modified work schedule, will be charged hour for hour for all leave time used. Part-time employees will adjust their schedule to accommodate these modified work hours.

The Town reserves the right to install and maintain a time recording procedure or mechanism at each work location applicable to this bargaining unit, and to require all employees covered by this Agreement to use said time recording procedure or time clock when arriving at and leaving their respective work site.

ARTICLE XIII **OVERTIME**

Employees working a thirty-seven and one-half (37 ½) hour work week shall be paid overtime at the rate of one and one-half times his/her regular rate of pay for work in excess of thirty-seven and one-half (37 ½) hours in one (1) week. (The appropriate overtime rate will apply to custodians.) Except for employees whose work schedule includes regular or occasional work on Sundays, all overtime work performed on Sunday shall be paid at the rate of double the regular rate of pay. Authorized sick time will count for the 37 ½ and 40 hour provisions. Any employee called back to work on the same day, after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He/she will be guaranteed a minimum of four (4) hours pay at time and one-half. An employee working overtime shall continue to be compensated at the overtime rate through the next regular shift provided the overtime shift began before midnight until he/she has been relieved of duty or otherwise terminates that continuous work period. Overtime shall be equally and impartially distributed among personnel in each department who ordinarily perform such related work in the normal course of their work week in that department.

ARTICLE XIV **VACATIONS**

- A) All regular, full-time employees of the Town are entitled to periods of vacation with pay. Vacation entitlement for individuals will be computed from the original date of hire provided such service has been continuous, without interruption except by authorization of the Town Manager. The Vacation Year shall be the same as the fiscal year of the Town, from July 1 through June 30 of the following year. Employees may carry over a maximum of five (5) vacation days into the following fiscal year. Compensation in lieu of vacation will not be approved. It is the responsibility of the Department Head to insure that vacations are taken within the "Vacation Year." Vacation entitlements shall be based on the following table:

<u>Years of Service</u>	<u>Vacation Allowed</u>
6 months through 5 years	2 weeks
Over 5 years to 10 years	3 weeks
Over 10 years to 19 years	4 weeks
Over 19 years or more	5 weeks

Vacation entitlement shall be determined as of July 1 of each year. If an employee's anniversary date in a given fiscal year would put that employee into a new accrual level, the employee shall be entitled to that accrual as of the start of that fiscal year.

Upon the retirement, termination, or death of an employee, any unused accrued vacation leave will be paid to the employee or beneficiary (or estate) as the circumstances dictate.

- B) Every regular full-time Employee will be entitled to, in addition to his/her entitled vacation, one (1) longevity day annually after the first five years of continuous employment by the Town, and, in addition, each such Employee will be entitled to one (1) longevity day after each successive five-year period that he/she is employed by the Town up to a maximum of five (5) days.

ARTICLE XV **LONGEVITY**

Every regular full-time employee shall receive, in addition to his/her regular compensation, one-hundred-and-fifty dollars (\$150) per year after the first five years of continuous employment by the Town, and, in addition, each such employee shall receive eighty dollars (\$80) per year after each successive five-year period that he/she is employed by the Town up to a maximum of six-hundred-and-thirty dollars (\$630) per year.

ARTICLE XVI **HOLIDAYS**

The following days will be recognized as paid legal holiday: New Year's Day, Martin Luther King Day; Presidents' Day; Patriots' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day and Christmas Day. If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays falling on a Sunday will be celebrated on Monday.

ARTICLE XVII **SICK LEAVE**

Each employee shall be credited with one and one-fourth (1 & 1/4) days sick leave starting the first month and each succeeding month of his employment and may be allowed unlimited accumulation. Sick leave credit shall be calculated from the month in which the employee is in the employ of the Town on the first working day of the month. The Department Head may at his discretion request proof of illness and such request shall be for reasonable cause. In the case due to a work related accident, the EMPLOYER agrees to make up the difference between his regular wages and the amount received by Workmen's Compensation. The amount of such difference shall be charged to sick leave. Any employee whose personal illness extends beyond the period compensated for above shall be granted a leave of absence without pay for up to six (6) months. Notification of accumulative sick leave shall be given at the beginning of the year. An employee may utilize a maximum of three (3) sick days per year to care for an ill member of the immediate family.

Three working days each year not charged to sick leave may be used for personal reasons, with forty-eight hours notice except in cases of emergencies. In the event that an employee voluntarily terminates employment, except for reasons of retirement or death, there shall be no monetary value attached to accrued sick leave. All full-time employees having accumulated twenty-five (25) sick days will be paid \$55.00 per day upon retirement or death to a maximum of 100 days beyond the accumulated twenty-five (25) days, or a maximum of five thousand five

hundred dollars (\$5,500.00).

ARTICLE XVIII **SICK LEAVE BANK**

Sick Leave Bank (the "Bank") for use by eligible employees listed (referenced earlier as an "employee") covered by this Agreement who have exhausted their own sick, vacation and personal leave will be established. Employees in other units covered by contracts are eligible to participate in the Bank on the same terms and conditions as eligible workers if so provided in such agreements and approved by the bargaining unit.

Each employee shall contribute at the end of his/her first year of employment one (1) day of sick leave from his/her accumulated sick leave for the establishment of the Bank to be maintained from year-to-year until it is exhausted. Any employee may request not to participate or to terminate his/her participation provided such request is made in writing to the Sick Bank Committee during the thirty (30) days immediately following the start of his/her employment, whichever is later. Any employee terminating his/her participation in the Bank will forfeit any sick leave contributed to the Bank. A non-participating employee will be ineligible for benefits under this section. A non-participating employee may request to participate (or re-participate) in the Bank provided such request is made in writing to the Sick Bank Committee during the thirty (30) day period immediately following the start of any fiscal year and the employee contributed one (1) day of sick leave to the Bank.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members. Two (2) members shall be designated by the Association and one (1) by management.

The initial grant of sick leave by the Sick Leave Bank committee to an employee shall be made upon written application and shall not exceed ten (10) days. The criterion for the granting of such leave from the Bank is a demonstrated need supported by adequate medical evidence of illness or injury and the employee's prior attendance record.

Upon completion of the ten (10) day period, the period of entitlement may be extended by the Sick Leave Bank Committee for additional periods not to exceed ten (10) days each, upon demonstration by the applicant of continued need supported by adequate medical evidence. The maximum number of days that may be granted to an employee for a continuous illness shall not exceed seventy-five (75) days.

If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave from each participating employee covered by this Agreement to be deducted from each employee's accumulated sick leave.

The decision of the Sick Leave Bank Committee shall be final and binding and not subject to grievance/arbitration.

ARTICLE XIX **HEALTH INSURANCE**

The Town agrees to continue to provide for the term of this Agreement, group hospital, surgical,

medical and insurance coverage to the extent provided under present policies. Employees electing coverage under indemnity plans shall pay 50% of the total monthly premium cost. Effective July 1, 2007, employees electing coverage under Health Maintenance Organizations (HMO) shall contribute not less than twenty percent (20%) of the cost thereof.

In addition, all employees hired after July 1, 2006 will contribute not less than 20% of the cost of the HMO plan of their choice.

ARTICLE XX
BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, he/she will be granted leave with pay. Such leave shall not be charged to sick leave or vacation leave. Four (4) days shall be granted for an employee's spouse, child, father, mother or person living in the employee's household; three (3) days for the employee's sister, brother, mother-in-law and father-in-law and grandchild; two (2) days only shall be granted for grandmother, grandfather, son-in-law or daughter-in-law. One (1) day only shall be granted for brother-in-law, sister-in-law, aunt or uncle.

Effective July 1, 2005, in the event an employee, who in the performance of his /her duties as an employee, is killed or sustains injuries which result in his/her death, the Town shall pay reasonable expenses (not to exceed \$7,500.) of the funeral and burial of such employee.

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 Reserve component, shall be paid an amount equal to the difference between the compensation received for such service and his regular pay.

ARTICLE XXII
MATERNITY LEAVE

A maternity/adoption leave of ninety (90) days shall be granted to employees subject to and in conformity with the requirements of Chapter 149, Section 105D of the Mass General Laws.

ARTICLE XXIII
JURY DUTY

Any employee required to serve as a juror shall be paid an amount equal to the difference between the compensation received for such service and his regular pay.

ARTICLE XXIV
LEAVE OF ABSENCE

A leave of absence, without pay, may be granted to an employee (working in a department

reporting directly to the Town Manager) at the discretion of the Town Manager for a period not to exceed six (6) months. For those employees of a department not reporting to the Town Manager, the department head shall render the decision on granting or not granting the requested leave of absence. In all instances, the employee may utilize the grievance procedure based on a claim of an arbitrary or capricious action by the Town Manager or department head. Seniority and benefits shall not accumulate during this time of absence.

ARTICLE XXV **SAFETY**

If needed, all uniforms, protective clothing or protective devices shall be furnished to the employee by the EMPLOYER and shall be worn during working hours. The cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the EMPLOYEE. The standards for the uniforms will be established by a Joint Labor/Management Committee for custodians, caretakers and security personnel at the Endicott Estate and canine controller. During the period of this contract, the Union will be allowed, subject to the approval of the Department Head, to set new uniform standards for department dress, and a clothing stipend will be provided at a rate of up to \$350.00 per man/woman per year. It is expressly agreed that the Department Head retains all management rights in setting and enforcing dress policies for the Department. Employees required to wear safety shoes will receive up to \$150.00 toward the cost of purchasing work boots.

ARTICLE XXVI **MISCELLANEOUS PROVISIONS**

1. Bulletin Board - Announcements shall be posted in a conspicuous place on a bulletin board provided by the Town. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
2. Any benefit, privilege or working condition existing from July 1, 1995, not covered by this Agreement, shall remain in full force and effect and, if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.
3. No Discrimination - The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age and that all covered employees shall receive the full protection of this Agreement.
4. Access to Premises - The EMPLOYER agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or State Council #93 and/or Local #362 to enter the premises at reasonable times for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees.
5. In the event that an employee is assigned temporarily to perform the work in a grade higher than that of the employee's regular position to fill on a temporary full-time basis due to the illness, leave of absence, resignation or retirement of another employee, said reassigned employee shall be compensated in accordance with the following procedure:

- a. Commencing with said employee's eleventh (11th) consecutive working day of actual service in the higher position, payment shall be made for as long as the employee performs said service.
 - b. After thirty (30) consecutive working days, the reassigned employee will receive retroactive compensation back to the first (1st) day in the higher position.
 - c. Compensation shall be at the minimum rate for services in that higher grade of work being performed, or, if the employee's present pay is already above that minimum, it shall be at the lowest step rate which is higher than said employee's present rate, provided that said employee has shown that the requirements of that higher position have been satisfactorily met.
6. Employees entitled to receive a car allowance shall receive \$375 per month on July 1, 2007. Those positions that have historically received a pro-rated amount of this allowance, will receive the pro-rated amount of the new monthly amounts defined herein.
 7. Pay Checks- The Employer has the exclusive authority to determine the manner and method by which pay checks will be distributed to the employees. However, any change to the prevailing practice of distribution may only occur after written notice has been given to the Union at least thirty (30) days prior to the implementation of such change. The Employer agrees that if the practice of distributing paychecks on a weekly basis changes to bi-weekly distribution, the paychecks will include information pertaining to the current amount of vacation, sick leave, personal leave available for the employees' use.
 8. The parties to this Agreement will form a joint study committee, comprised of both Employees and Management to discuss wages, job descriptions and other related items.
 9. The Town Manager shall have full authority to approve or deny any applicable details pertaining to Job Sharing arrangement(s). However, employees reserve the right to grieve the denial of a request for a Job Share if the denial is perceived to be unreasonable.

ARTICLE XXVII **TUITION REIMBURSEMENT**

An annual tuition reimbursement fund of \$2,000 will be created to reimburse union members for the cost of tuition for job-related educational courses and training, subject to the following conditions: (1) employees will be required to seek and receive prior approval of the department head and Town Manager that the course or training is job-related; (2) that a maximum reimbursement of \$250 per course will be paid; (3) that the employee must attain a grade of "B" or better in the approved course (or a grade of "pass" in a pass/fail system), and (4) that participation in the tuition reimbursement program will be on a first come, first served basis (subject to the appropriation limit), with no employee participating in the program more than once in a fiscal year unless no other employees seek such reimbursement. Any employee who fails to receive prior approval of the department head and Town Manager shall be ineligible for reimbursement. For a course to be approved, it must either be related to the work being performed by the employee or reasonably related to the work that might be expected to be performed by the employee. All requests for course approval shall be submitted prior to May 1st of each fiscal year.

ARTICLE XXVIII
PERFORMANCE EVALUATION SYSTEM

The parties to this agreement agree to establish a performance evaluation system for all members of the bargaining unit effective January 1, 1998. The system will be implemented as a means of improving job performance and increasing communication between supervisors and employees, and will not be used as a basis for denying step raises or as a sole basis for disciplinary action. However, the results of such evaluations may be a source of reference during disciplinary proceedings by both management and employees. It is further agreed that employees will be entitled to attach their own written response to the evaluation forms placed in their personnel file. The Town Manager will work cooperatively with a union-appointed sub-committee to develop the evaluation instrument.”

ARTICLE XXIX
DRUG AND ALCOHOL TESTING POLICY

The parties hereby agree to adopt the “Drug and Alcohol Testing Policy” attached to this Memorandum of Agreement.

ARTICLE XXX
EFFECT OF AGREEMENT

1. Effective Date - This Agreement by the authorized representatives of the UNION and the EMPLOYER shall become effective on the first day of July, 2009.
2. Termination - This Agreement will remain in effect until June 30, 2012, unless renewed in writing by both parties.
3. Changes - 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 change 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.
4. Should any provision of this Agreement be found to be in violation of any federal or state law or Civil Service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

This Agreement is subject to funding by the Dedham Town Meeting.

IN WITNESS THEREOF, the Employer has caused this instrument to be duly executed by its authorized officials and the Union, acting in behalf of the Employees, has caused this instrument to be signed by its proper officers hereunder, duly authorized, this ____ day of _____, 2015.

BOARD OF SELECTMEN

LOCAL 362, STATE COUNCIL
NO 93, AMERICAN FEDERATION
OF STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL/CIO-TOWN HALL

APPENDIX A

TOWN OF DEDHAM LOCAL 362 EMPLOYEES (DISPATCH EMPLOYEES) DRUG & ALCOHOL TESTING POLICY

INTRODUCTION

In light of the fact that town employees continually perform important and at times safety sensitive duties, 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:

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/her duties as a town 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.

REQUIRED HOURS OF COMPLIANCE

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

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

Alcohol: An Employee must not consume Alcohol while:

- Four (4) hours prior to being scheduled to perform his/her duties as a town employee

- While performing his/her duties as a town employee.
- Immediately after performing his/her duties as a town 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.

CIRCUMSTANCES FOR DRUG AND/OR ALCOHOL TESTING

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

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

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

- 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 suspicion exists which indicate the possible use of a Drug or misuse of Alcohol by the Employee involved in the accident.

Return to Duty: A Return to Duty Drug and/or Alcohol test is required after assessment by a Substance Abuse Professional (SAP) and completion of treatment, if any is required, when an employee tests positive for any reason in a Drug and Alcohol testing program, before that employee is allowed to perform his/her regular duties. To pass, an Alcohol test must a result of less than 0.02 Alcohol concentration and a Drug test must be a verified negative test result. Without a successful test result, that individual is not medically qualified to continue to perform his/her duties.

TESTING PROCESS INTEGRITY

Drugs: The actual Drug test analysis will be conducted only at laboratories that are certified by the Department of Health and Human Services. Vendors utilized in connection with Drug testing will comply with all Department of Transportation regulations intended to insure the accuracy and confidentiality of test results and the fair and respectful treatment of persons being tested. There are

various testing result thresholds of the presence of Drugs before they will be reported as a presumed positive to the Medical Review Employee (MRO).

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

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

COLLECTION PROCEDURES

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

REFUSAL TO SUBMIT

"Refusal to Submit" to a test is prohibited. Behavior that constitutes "Refusal to Submit" includes:

1. Direct refusal to take a Drug or Alcohol test.
2. Failure to provide sufficient quantities of urine within the policy's time limit, or the failure to provide sufficient quantities of breath or other fluids without a valid medical explanation.
3. Tampering with or attempting to adulterate the specimen.
4. Engaging in conduct that obstructs the testing process.
5. Failure to notify the Department that the employee was in a post accident situation requiring testing or not being immediately available for post accident testing without a valid reason.

6. Not reporting directly to the collection site after notification.

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

OPPORTUNITY FOR RE-TESTS

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

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

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

TESTING PROCEDURES

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

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

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

There will be two types of breath tests administered:

Initial Screening Test: This test will be administered using an authorized Alcohol testing device by approved collection personnel. Any result less than 0.02 BAC will be considered a negative test and no further screening will be conducted. If the initial screening test is 0.02 BAC or greater, and Alcohol confirmation test will be conducted.

Confirmation Test: If the initial screening test is 0.02 or greater, a confirmation test will be performed by a BAT on an Evidential Breath Testing (EBT) device following a specified procedure after a specified waiting period. The EBT will have the capability of printing out the evidential test result.

CONSEQUENCES FOR USE OF DRUGS AND MISUSE OF ALCOHOL

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

1. Be placed on vacation, sick, or personal leave to the extent such leave is available.
2. Be referred to a Substance Abuse Professional (SAP). The Town will be responsible for the expense of the SAP services to determine if the employee needs help in dealing with a Drug test result, follow-up test monitoring, and additional required services after completion of a treatment program, if any. If any treatment is prescribed, any cost not covered by insurance, if any, will be at the expense of the employee.
3. Be required to complete prescribed treatment defined by the SAP, if any. If the employee fails to complete the required treatment, the Town reserves the right to impose disciplinary action, up to and including dismissal.
4. Be required to pass a return to duty test (or tests if both a Drug and an Alcohol test is required by the SAP) before duties are resumed. The Town will pay for the return to duty test.
5. Be placed on a follow-up testing program until completed. The cost of all follow-up tests will be at the expense of the Town. This follow-up testing program will continue for up to 5 years.

In the event of a second positive Drug test result, the employee will be medically unqualified to perform his/her job responsibilities and the employee will be terminated from employment. The individual will be advised of resources available in dealing with Drug and/or Alcohol issues.

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

1. Be placed on vacation, sick, or personal leave to the extent such leave is available..
2. Be referred to a SAP. The Town will be responsible for the expense of the SAP services to determine if the employee needs help in dealing with a Drug or Alcohol test result, follow-up test monitoring, and additional required services after completion of a treatment program, if any. If any treatment is prescribed, any cost not covered by insurance, if any, will be at the expense of the employee.
3. Be required to complete prescribed treatment defined by the SAP, if any. If the individual fails to complete the required treatment, the Town reserves the right to impose disciplinary action, up to and including dismissal.
4. Be required to pass a return to duty test (or tests if both a Drug and Alcohol test is required by

the SAP) before duties are resumed. The Town will pay for the return to duty test.
5. Be placed in a follow-up testing program until completed. The Town will pay for the follow-up tests.

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

1. Be placed on an un-paid leave of absence.
2. Be referred to a SAP. The Town will be responsible for the expense of the SAP services to determine if the employee needs help in dealing with a Drug or Alcohol test result, follow-up test monitoring, and additional required services after completion of a treatment program, if any. If any treatment is prescribed, any cost not covered by insurance, if any, will be at the expense of the employee.
3. Be required to complete prescribed treatment defined by the SAP, if any. If the individual fails to complete the required treatment, the Town reserves the right to impose disciplinary action, up to and including dismissal.
4. Be required to pass a return to duty test (or tests if both a Drug and Alcohol test is required by the SAP) before duties are resumed. The employee will pay for the return to duty test.
5. Be placed in a follow-up testing program until completed. The employee will pay for the follow-up tests.

In the event of a third positive Alcohol test result, the employee will be medically unqualified to perform his or her job responsibilities and will be terminated. The individual will be advised of resources available in dealing with Drug and/or Alcohol issues.

RECORDS

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

Appendix B

**TOWN OF DEDHAM
LOCAL 362 EMPLOYEES (DISPATCH EMPLOYEES)
SALARY AND WAGE SCHEDULE**

Effective July 1, 2015 (FY 2016)

Facilities & Support Staff Positions

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
FS-1	Hourly	19.16	19.83	20.51	21.23	21.99	22.75	23.56
SS-1	Bi-Weekly	1,437.00	1,487.25	1,538.25	1,592.25	1,649.25	1,706.25	1,767.00
	Annual	37,362.00	3,8668.50	39,994.50	41,398.50	42,880.50	44,362.50	45,942.00
FS-2	Hourly	20.59	21.33	22.04	22.82	23.64	24.49	25.30
SS-2	Bi-Weekly	1,544.25	1,599.75	1,653.00	1,711.50	1,773.00	1,836.75	1,897.50
	Annual	40,150.50	41,593.00	42,978.00	44,499.00	46,098.00	47,755.50	49,335.00
FS-3	Hourly	22.12	22.91	23.70	24.55	25.41	26.31	27.20
SS-3	Bi-Weekly	1,659.00	1,718.25	1,777.50	1,841.25	1,905.75	1,973.25	2,040.00
	Annual	43,134.00	44,674.50	46,215.00	47,872.50	49,549.50	51,304.50	53,040.00

Technical Staff Positions

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
TS-1	Hourly	23.25	24.07	24.90	25.80	26.68	27.65	28.58
	Bi-Weekly	1,743.75	1,805.25	1,867.50	1,935.00	2,001.00	2,073.75	2,140.50
	Annual	45,337.50	46,936.50	48,555.00	50,310.00	52,026.00	53,917.50	55,731.00
TS-2	Hourly	24.99	25.88	26.78	27.73	28.69	29.68	30.74
	Bi-Weekly	1,874.25	1,941.00	2,008.50	2,079.75	2,151.75	2,226.00	2,305.50
	Annual	48,730.50	50,466.00	52,210.00	54,073.50	55,945.50	57,876.00	59,943.00
TS-3	Hourly	26.88	27.81	28.78	29.80	30.83	31.91	33.05
	Bi-Weekly	2,016.00	2,085.75	2,158.50	2,235.00	2,312.25	2,393.25	2,478.75
	Annual	52,416.00	54,229.50	56,121.00	58,110.00	60,118.50	62,224.50	64,447.50
TS-4	Hourly	30.57	31.73	32.91	34.08	35.24	36.41	37.59
	Bi-Weekly	2,292.75	2,379.75	2,468.25	2,556.00	2,643.00	2,730.75	2,819.25
	Annual	59,611.50	61,873.50	64,174.50	66,456.00	68,718.00	70,999.50	73,300.50

Effective July 1, 2016 (FY 2017)
 Facilities & Support Staff Positions

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
FS-1	Hourly	19.64	20.33	21.02	21.76	22.54	23.32	24.15
SS-1	Bi-Weekly	1,473.00	1,524.75	1,576.50	1,632.00	1,690.50	1,749.00	1,811.25
	Annual	38,298.00	39,643.50	40,989.00	42,432.00	43,953.00	45,474.00	47,092.50
FS-2	Hourly	21.10	21.86	22.59	23.39	24.23	25.10	25.93
SS-2	Bi-Weekly	1,582.50	1,639.50	1,694.25	1,754.25	1,817.25	1,882.50	1,944.75
	Annual	41,145.00	42,627.00	44,050.40	45,610.50	47,248.50	48,945.00	50,563.50
FS-3	Hourly	22.67	23.48	24.29	25.16	26.05	26.97	27.88
SS-3	Bi-Weekly	1,700.25	1,761.00	1,821.75	1,887.00	1,953.75	2,022.75	2,091.00
	Annual	44,206.50	45,786.00	47,365.50	49,062.00	50,797.50	52,591.50	54,366.00

Technical Staff Positions

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
TS-1	Hourly	23.83	24.67	25.52	26.45	27.35	28.34	29.29
	Bi-Weekly	1,787.25	1,850.25	1,914.00	1,983.75	2,051.25	2,125.50	2,196.75
	Annual	46,468.50	48,106.50	49,764.00	51,577.50	53,332.50	55,263.00	57,115.50
TS-2	Hourly	25.61	26.53	27.45	28.42	29.41	30.42	31.51
	Bi-Weekly	1,920.75	1,989.75	2,058.75	2,131.50	2,205.75	2,281.50	2,363.25
	Annual	49,939.50	51,733.50	53,527.50	55,419.00	57,349.50	59,319.00	61,444.50
TS-3	Hourly	27.55	28.51	29.50	30.55	31.60	32.71	33.88
	Bi-Weekly	2,066.25	2,138.25	2,212.50	2,291.25	2,370.00	2,453.25	2,541.00
	Annual	53,722.50	55,594.50	57,525.00	59,572.50	61,620.00	63,784.50	66,066.00
TS-4	Hourly	31.33	32.52	33.73	34.93	36.12	37.32	38.53
	Bi-Weekly	2,349.75	2,439.00	2,529.75	2,619.75	2,709.00	2,799.00	2,889.75
	Annual	61,093.50	63,414.00	65,773.50	68,113.50	70,434.00	72,774.00	75,133.50