

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, the "Parks Unit" here-in-after 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 for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I  
RECOGNITION

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 contained in this Agreement.

ARTICLE II  
MANAGEMENT RIGHTS

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 all employees of the Parks and Recreation Department, excluding administrative assistants. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the management of the Parks & Recreation Department and the direction of the working forces shall be vested solely in the EMPLOYER.

ARTICLE III  
ADHERENCE TO LAW

The EMPLOYER and the UNION shall recognize and adhere to state labor laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals and suspensions.

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

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

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

ARTICLE V  
DISCRIMINATION AND COERCION

There shall be no discrimination by either UNION or EMPLOYER against any employee because of his 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 or his/her refusal to comply with any order which would violate this Agreement.

ARTICLE VI  
UNION REPRESENTATIVES

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

The above shall be granted reasonable time off at the discretion of management during working hours to investigate and to 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 year to attend Council 93 State Conventions provided they are held during working hours and that he 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.

The Shop Steward, if needed, shall be provided a maximum of two (2) hours per week to investigate and process employee grievances and related labor-management matters.

ARTICLE VII  
GRIEVANCE AND ARBITRATION PROCEDURE

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

STEP 1. The UNION steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor within three (3) working days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days of the receiving of the grievance.

STEP 2. If the grievance has not been settled, it shall be presented in writing to the Director within three (3) working days after the supervisor's response is due. The Director 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 ten (10) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented to the Town Manager in writing within three (3) working days after the response of the Director 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 in writing within ten (10) days.

STEP 4. If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Town Manager is due, by written notice to the other, request arbitration.

In the case of arbitration proceedings, the services of the American Arbitration Association or another arbitration service, mutually agreed to by the parties, shall be used. 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 3. 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 may waive the right of a hearing at any step in the grievance procedure.

## ARTICLE VIII SENIORITY

The length of service of the employee in the service of the Town shall determine the seniority of the

employee.

The principal of seniority shall govern and control in all cases of hours of work, and decrease or increase of the working force and vacations.

ARTICLE IX  
JOB POSTING AND BIDDING

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

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

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 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 XI  
HOURS OF WORK

The normal hours of work shall be as follows:

Labor Forces Regular Shift: 7:00 A.M. - 3:00 P.M. from April 1 through and including September 30 and 7:30 A.M. – 3:30 P.M. from October 1 through and including March 31 of

each year.

The normal work week shall consist of five (5) consecutive eight (8) hour shifts, Monday through Friday, a total of forty (40) hours per week inclusive of a paid, thirty (30) minute lunch period. Employees have the option of working through their lunch period and leaving thirty (30) minutes earlier from their shift with the approval of their supervisor.

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

#### ARTICLE XII MEAL PERIODS

The EMPLOYER shall grant a meal period to any employee who is requested to and performs work beyond his/her regular shift. Employees must work a minimum of four (4) consecutive hours beyond his/her regular shift before qualifying for a meal period. A twenty (20) minute meal period shall be granted after the initial four hours of additional work and after every additional four hour interval thereafter. Meal periods are not allowed to occur during the employee's regular shift.

Employees eligible to receive a meal period shall also be granted meal compensation at the rate of ten dollars (\$10.00) for every meal period allowed.

#### ARTICLE XIII REST PERIODS

All employee's work schedules will provide for a fifteen (15) minute rest period during the first one-half (½) shift and a fifteen (15) minute rest period during the second one-half (½) shift. The rest period shall be scheduled at the middle of each one-half (½) shift whenever this is feasible.

#### ARTICLE XIV CLEAN UP TIME

Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift.

#### ARTICLE XV OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times his regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week. All work performed on Sunday shall be paid at the rate of double the regular rate of pay. Authorized vacation leave, personal leave, military leave, jury duty leave, business leave, and sick leave will count towards the minimum requirements to work eight (8) regular hours in each workday and forty (40) regular hours in each workweek in order to be eligible for overtime pay. Any time

lost in a pay period (workweek) for which an employee is charged with being absent without leave, suspended, docked, on worker's compensation leave, and/or on a leave of absence shall not count towards the minimum eight (8) hour workday nor forty (40) hour workweek for the purpose of calculating overtime pay.

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. This guarantee of four hours shall not apply if the employee is called back to work within the four-hour period immediately prior to the starting time of hi/her shift. Scheduled overtime will be paid at one and one-half times the hourly rate for the actual time worked.

An employee who is working on 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 from duty or otherwise terminates that continuous work period.

Overtime wherever possible shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week.

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

ARTICLE XVI  
VACATIONS

All regular, full-time employees of the unit are entitled to periods of vacation with pay. Vacation entitlement for individual employees will be computed from the original date of hire provided such service has been continuous, without interruption except by authorization of the Town Manager. Entitlement will be calculated and accrued for no longer than one year at a rate of days, and/or fractions thereof, per month during the year commencing with the anniversary of original hire.

The Vacation Year shall be the same as the fiscal year of the Town, from July 1 through June 30 of the following year; and all vacations will be taken during this period in accordance with department scheduling procedures. During the months of March and April, no more than five days of vacation per employee will be allowed and no more than one employee at a time will be allowed. Vacation time may not be accumulated beyond the Vacation Year. Compensation in lieu of vacation will not be approved. It is the responsibility of the Director to insure that vacations are taken within the "Vacation Year". Employees record all time off requests in the Employee Self Service system within 7 days from the time requested is taken.

A) Vacation entitlements shall be based on the following table:

<u>Years of Service</u>	<u>Vacation Allowed</u>
6 months through 4 years	2 weeks

5 years to 9 years	3 weeks
10 years to 19 years	4 weeks
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 indicate.”

ARTICLE XVII  
HOLIDAYS

The following days will be recognized as paid legal holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas
Independence Day	

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

ARTICLE XVIII  
SICK LEAVE AND HEALTH INSURANCE

Each employee shall be credited with one and one-fourth (1-1/4) day's sick leave starting the first month and each succeeding month of his employment with a maximum three hundred and fifty (350) days. 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. It is given to the employee at the end of each month worked. The Department Head may at his/her discretion demand proof of illness and such demand shall be for reasonable cause.

In cases of over usage of sick time resulting in time taken without any accrued time available, the following will apply:

- 1<sup>st</sup> offense results in a verbal warning and docked pay for the time uncovered.
- 2<sup>nd</sup> offense results in a written warning, docked pay for the day plus thee day suspension without pay.
- 3<sup>rd</sup> offense results in termination of employment.

If any employee with a record of such offenses goes a full year without an offense, then one offense level will be removed.

In the case due to an industrial accident, the EMPLOYER agrees to make up the difference between his/her regular wages and the amount received by Worker'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 is available through the Employee Self Service (ESS) system. Employees record all sick leave used no later than 7 days after the time taken in ESS.

Two working days each year for each employee may be charged against sick leave and one working day each year not charged to sick leave may be used for personal leave with 24 hours notice. Personal leave may be utilized in four hour increments with the approval of the Parks Director.

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 50 sick days will be paid fifty dollars (\$50.00) per day upon retirement or death to a maximum of one hundred (100) days beyond the accumulated 50 days, or a maximum five thousand dollars (\$5,000).

The Employer agrees to continue to provide for the term of this agreement, group, hospital, surgical and medical insurance coverage to the extent provided under the present policies. The Employees electing coverage under indemnity plans shall pay 50% of the total monthly premium cost for the duration of the agreement.

In addition, all employees hired after July 1, 2006 will contribute no less than 20% of the cost of the plan of their choice.

Employees shall be eligible to participate in an annual sick leave incentive plan. In any quarter of the fiscal year an employee does not use a sick day, the employee shall receive the sum of one hundred dollars (\$100.00). In the event an employee does not use any sick days during an entire fiscal year, the employee shall receive an additional one hundred dollars (\$100.00).

A Sick Leave Bank ("Bank") for use by employees of this bargaining unit who have exhausted their own sick leave is established.

The Committee shall be composed of three (3) members, the Department Director, the HR Director and the Union Steward. The Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. The criterion for granting of such leave from the Bank shall be demonstrated and need supported by adequate medical evidence of illness or injury and the employee's prior attendance record. The initial grant of sick leave by the Committee shall be upon written application and shall not exceed ten (10) days. Upon



completion of the initial ten (10) day grant, the Committee may extend the period of entitlement for additional periods not to exceed thirty (30) days. The grants of sick leave are also determined by how much is available. As the application for sick leave from the Sick Leave Bank are received, employees of this unit will be asked for voluntary donations.

If the number of sick days in the Bank is exhausted, it may be renewed by the contribution of additional days of sick leave from each employee to be deducted from each employee's accumulated sick leave.

Applications for sick leave from the Sick Leave Bank should be made to the HR Director.

### ARTICLE XIX FUNERAL LEAVE AND DEATH OF AN EMPLOYEE

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

- Four (4) days shall be granted for an employee's spouse, child, step-child, foster-child, father, mother, or active step-parent (meaning presently married to parent),
- Three (3) days shall be granted for an employee's sister or brother,
- Two (2) days shall be granted for an employee's grandmother, grandfather, grandchild, mother-in-law, father-in-law, or relative living in the employee's household, and
- One (1) day shall be granted for bother-in-law, aunt or uncle.

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

In the event a member of the collective bargaining unit who, in the performance of his/her duties, is killed or sustains injuries, which result in his/her death, the Town shall pay reasonable expenses, not exceeding six thousand dollars (\$6,000.000) of the funeral and burial of such employee.

### ARTICLE XX 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/she 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 XXI  
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/her regular pay.

ARTICLE XXII  
LEAVE OF ABSENCE

The Employer agrees that it, in relation to leaves of absence, will comply with the Massachusetts General Laws affecting the same.

As required, Family Medical Leaves will be given to employees who qualify having a serious medical condition, a family member with a serious medical condition, a family member in the armed services injured in the line of duty or called to active duty and needs your support, or for the birth, adoption or placement of a foster child. The Town uses the rolling back twelve month basis for calculating eligibility. These FMLA leaves of absence are unpaid but run concurrently with paid time off using accrued time. If available, employees must use accrued paid time off concurrently with FMLA leave. Employees are responsible for completing and returning necessary documentation as requested.

In the case of the birth, adoption or placement of a foster child, either parent may apply for an FMLA leave of absence. If both parents work within the bargaining unit, leave does not run concurrently but both may use FMLA within the first year of the child being in the family.

If a parent does not qualify for FMLA in the case of the birth, adoption or placement of a child, they may receive Parental Leave under the Massachusetts law. This time is not paid but will run concurrently with paid time off using accrued time.

An Employee shall give at least two (2) weeks' notice of his/her intended departure and expected date of return for planned leave of absence. The Chief may require that any Employee produce medical certification that s/he is physically able to resume work before returning.

A leave of absence, without pay, may be granted to an employee at the discretion of the Parks and Recreation Commissioners for a period of not more than six (6) months. Seniority and time off benefits shall not accumulate during this time of absence. The Town's contribution toward health insurance will be suspended for this time of unpaid leave.

ARTICLE XXIII

UNIFORMS, PROTECTIVE CLOTHING, AND LICENSES

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 EMPLOYER. Replacement uniforms will be granted at the rate of one (1) complete set per year. The standards for the uniforms will be established by a Joint Labor/Management Committee. All employees will be required to wear safety shoes. A combined clothing and boot stipend will be provided at a rate of six hundred fifty dollars (\$650) per employee per year less usual and customary tax and other payroll deductions. It is expressly agreed that the Director retains all management rights in setting and enforcing dress policies for the Department.

“For any Parks SMEO & Craftsperson who obtains a CDL license and who performs work as required by the DPW Director, that person(s) will be paid the equivalent of no less than the first step of the current DPW SMEO Operator I rate of pay. However, if the Parks Operator’s rate is greater than the first step of the current DPW SMEO Operator I rate, at the time that the work is performed, the Parks employee will be paid at the next closest step of the DPW SMEO Operator I range that would result in a one-step increase for the employee.

For any Working Forman of the Parks Unit who obtains a CDL license and who performs work as required by the DPW Director, that person(s) will be paid no less than Step 1 of the DPW Working Forman’s rate of pay. However, if the Parks Forman’s rate is greater than the first step of the current DPW Working Forman’s rate, at the time that the work is performed, the Parks employee will be paid at the next closest step of the DPW Working Forman’s range that would result in a one-step increase for the employee.”

ARTICLE XXIV  
CLASSIFICATION PLAN AND PAY RATES

Dedham Parks Unit Classification and Compensation Schedule

Effective July 1, 2020 (FY2021) 2% COLA

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Grade I	<b>Hourly</b>	<b>\$ 19.86</b>	<b>\$ 20.56</b>	<b>\$ 21.30</b>	<b>\$ 22.02</b>	<b>\$ 22.79</b>	<b>\$ 23.59</b>
Laborer	Bi-Weekly	1,588.80	1,644.80	1,704.00	1,761.60	1,823.20	1,887.20
	Annual	41,308.80	42,764.80	44,304.00	45,801.60	47,403.20	49,067.20
Grade II	<b>Hourly</b>	<b>\$ 26.02</b>	<b>\$ 26.91</b>	<b>\$ 27.87</b>	<b>\$ 28.83</b>	<b>\$ 29.82</b>	<b>\$ 30.88</b>
SMEO & Craftsperson	Bi-Weekly	2,081.60	2,152.80	2,229.60	2,306.40	2,385.60	2,470.40
	Annual	54,121.60					

			55,972.80	57,969.60	59,966.40	62,025.60	64,230.40
Grade III	<b>Hourly</b>	<b>\$ 29.22</b>	<b>\$ 30.20</b>	<b>\$ 31.27</b>	<b>\$ 32.36</b>	<b>\$ 33.51</b>	<b>\$ 34.70</b>
Working	Bi-Weekly	2,337.60	2,416.00	2,501.60	2,588.80	2,680.80	2,776.00
Foreman	Annual	60,777.60	62,816.00	65,041.60	67,308.80	69,700.80	72,176.00
Working Foreman*							\$35.10

Effective July 1, 2019 (FY2020) 2% COLA

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Grade I	<b>Hourly</b>	<b>\$ 19.47</b>	<b>\$ 20.16</b>	<b>\$ 20.88</b>	<b>\$ 21.59</b>	<b>\$ 22.34</b>	<b>\$ 23.13</b>
Laborer	Bi-Weekly	1,557.60	1,612.80	1,670.40	1,727.20	1,787.20	1,850.40
	Annual	40,497.60	41,932.80	43,430.40	44,907.20	46,467.20	48,110.40
Grade II	<b>Hourly</b>	<b>\$ 25.51</b>	<b>\$ 26.38</b>	<b>\$ 27.32</b>	<b>\$ 28.26</b>	<b>\$ 29.24</b>	<b>\$ 30.27</b>
SMEO &	Bi-Weekly	2,040.80	2,110.40	2,185.60	2,260.80	2,339.20	2,421.60
Craftperson	Annual	53,060.80	54,870.40	56,825.60	58,780.80	60,819.20	62,961.60
Grade III	<b>Hourly</b>	<b>\$ 28.65</b>	<b>\$ 29.61</b>	<b>\$ 30.66</b>	<b>\$ 31.73</b>	<b>\$ 32.85</b>	<b>\$ 34.02</b>
Working	Bi-Weekly	2,292.00	2,368.80	2,452.80	2,538.40	2,628.00	2,721.60
Foreman	Annual	59,592.00	61,588.80	63,772.80	65,998.40	68,328.00	70,761.60
Working Foreman*							\$34.42

Effective July 1, 2018 (FY2019) 2% COLA

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Grade I	<b>Hourly</b>	<b>\$ 19.09</b>	<b>\$ 19.76</b>	<b>\$ 20.47</b>	<b>\$ 21.17</b>	<b>\$ 21.90</b>	<b>\$ 22.68</b>
Laborer	Bi-Weekly	1,527.20	1,580.80	1,637.60	1,693.60	1,752.00	1,814.40
	Annual	39,707.20					

			41,100.80	42,577.60	44,033.60	45,552.00	47,174.40
Grade II	Hourly	\$ 25.01	\$ 25.86	\$ 26.78	\$ 27.71	\$ 28.67	\$ 29.68
SMEO &	Bi-Weekly	2,000.80	2,068.80	2,142.40	2,216.80	2,293.60	2,374.40
Craftperson	Annual	52,020.80	53,788.80	55,702.40	57,636.80	59,633.60	61,734.40
Grade III	Hourly	\$ 28.09	\$ 29.03	\$ 30.06	\$ 31.11	\$ 32.21	\$ 33.35
Working	Bi-Weekly	2,247.20	2,322.40	2,404.80	2,488.80	2,576.80	2,668.00
Foreman	Annual	58,427.20	60,382.40	62,524.80	64,708.80	66,996.80	69,368.00

Effective July 1, 2017 (FY2018)

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Grade I	Hourly	18.72	19.37	20.07	20.75	21.47	22.24
Laborer	Bi-Weekly	1,497.60	1,549.60	1,605.60	1,660.00	1,717.60	1,779.20
	Annual	38,937.60	40,289.60	41,745.60	43,160.00	44,657.60	46,259.20
Grade II	Hourly	24.52	25.35	26.25	27.17	28.11	29.10
SMEO &	Bi-Weekly	1,961.60	2,028.00	2,100.00	2,173.60	2,248.80	2,328.00
Craftperson	Annual	51,001.60	52,728.00	54,600.00	56,513.60	58,468.80	60,528.00
Grade III	Hourly	27.54	28.46	29.47	30.50	31.58	32.70
Working	Bi-Weekly	2,203.20	2,276.80	2,357.60	2,440.00	2,526.40	2,616.00
Foreman	Annual	57,283.20	59,196.80	61,297.60	63,440.00	65,686.40	68,016.00
Working Foreman*							\$33.75

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 Agreement will occur on July 1 of each year.

The Working Foreman\* employed as of August 16, 2018 will receive an additional forty cents (\$.40) per hour in addition to the wage indicated in the chart above for FY19 as shown above. This will be compounded by the two percent COLA and another forty cents in FY20 and FY21. The Working Foreman\* will attend a minimum of six (6) hours of training each fiscal year.

ARTICLE XXV  
LONGEVITY

There shall be a longevity plan as follows:

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

The above will be paid on the employee's anniversary date.

ARTICLE XXVI  
MISCELLANEOUS PROVISIONS

1. Bulletin Board - Announcements shall be posted in a conspicuous place. 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. Whenever appropriate, announcements may be posted in Employee Self Service (ESS.) Employees agree to furnish an email for the system to notify them of such announcements.
2. Should any provision of this Agreement be found to be in violation of any federal or state law 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.
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 an employee reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be paid for eight (8) hours at the rate to which he/she would be entitled for his/her shift.
6. In the event that an employee is assigned temporarily to perform the work of a higher classification, the employee shall be paid the hours actually worked at the minimum rate for that higher classification, or, if the employee's current rate is above that minimum, at the lowest step rate which is next highest to the employee's current rate.
7. For the safety of employees working on heavily traveled or dangerous roads, as determined by the Director, a police detail or flag man will be used. If a flag man is used, his/her only duty on that job will be to insure the safety of the employees on that crew.
8. Pay Checks- All paychecks will be issued by direct deposit. Any employee who is not currently paid via direct deposit will have 30 days from the effective date of the signing of the contract to set up an account for this purpose. All pay stubs will be delivered electronically.

ARTICLE XXVII  
DRUG AND ALCOHOL TESTING

The parties agree to adopt the "Drug and Alcohol Testing Policy" shown as an attachment to this Agreement.

ARTICLE XXVIII  
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, 2018.
2. Termination - This Agreement will remain in effect until June 30, 2021 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 changes shall forthwith seek establishment of a meeting for purposes of discussion and negotiating of the desired changes.

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

4. In the event the Town agrees in the course of collective bargaining to an increase in wages higher than that reflected in Article XXIV, above, with any collective bargaining unit (exclusive of school bargaining units), the parties agree to reopen contract negotiations as to wages only, provided the Union requests the same in writing to the Town Manager no later than 30 days from the date the Union knows, or should know, of the agreement as to a higher wage increase with another bargaining unit.



This Agreement, entered into on the 20<sup>th</sup> day of September 2018 is subject to funding by the Town Meeting.

Board of Selectmen

Local 362, Parks Unit, State Council  
No. 93, American Federation  
of State, County and  
Municipal Employees, AFL/CIO

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PARKS & RECREATION DEPARTMENT  
DRUG & ALCOHOL TESTING POLICY

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INTRODUCTION

In light of the fact that employees of the Parks & Recreation Department 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:

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 Parks & Recreation Department 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 Parks-related duties.
- While performing his/her duties as a Parks employee.
- Immediately after performing his duties as a Parks 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:

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

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 regular Parks 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 Parks-related functions.

## 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 contract 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 0.04 BAC will be considered a negative test and no further screening will be conducted. If the initial screening test is 0.04 BAC or greater, and Alcohol confirmation test will be conducted.

Confirmation Test: If the initial screening test is 0.04 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 Town.
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 2 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 subject to discipline up to and including termination from employment. The individual will be advised of resources available in dealing with Drug and/or Alcohol issues.

## Consequences Continued

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 Town.
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 Town.
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 subject to discipline up to and including termination. 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.