

COLLECTIVE BARGAINING
AGREEMENT



TOWN OF WINTHROP
AND
LOCAL 1383, STATE COUNCIL 93,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES,
AFL-CIO

JULY 1, 2014 THROUGH JUNE 30, 2017

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AGREEMENT

This Agreement is entered into this first of July, 2014 between the Town of Winthrop, Massachusetts, (hereinafter referred to as the “Employer”) and Local 1383, State Council 93, American Federation of State, County and Municipal Employees, AFL-CLO (hereinafter referred to as the “Union”).

ARTICLE 01 INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interest of the Town and the Union, to provide for the operation of our highway, sewer, water, cemetery, park, tree and custodial municipal services (hereinafter referred to as “Municipal Services”), under methods which will further to the fullest extent possible the safety, welfare and health of the inhabitants of the Town of Winthrop under conditions which will insure economy of operation, quality and quantity of performance, upkeep of the Town, and protection of property.

By the consummation of this Agreement the parties seek to continue and to promote harmonious relations and mutual cooperation between the Employer and the Union; to formulate rules to govern the relationship; to insure the uninterrupted operation of municipal services; to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Union perform their duties; and to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the municipal services in the Town of Winthrop. In seeking to achieve these goals, the parties acknowledge that the Employer has and must retain complete authority over the policies and administration of the department, which it exercises under law, except as expressly modified by a specific provision of this Agreement.

**ARTICLE 02
RECOGNITION**

Section 02.1:

Subject to any applicable provision of state or federal law or regulation now or hereafter in effect, the Employer recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours and terms and conditions of employment for:

- A) All full-time, non-professional, certified employees employed by the Town of Winthrop in the following departments:
- 1) Public Works Department;
 - 2) Cemetery Department;
 - 3) Town Custodians; and,
 - 4) Water and Sewer Department
- B) Any part-time Custodian hired by DPW for the upkeep of Town buildings
- C) But Excluding:
- 1) All elected and appointed officials;
 - 2) Director of Public Works Department;
 - 3) Water Superintendent;
 - 4) Assistant Water Superintendent
 - 5) Operations Manager
 - 6) Superintendent of Cemetery Department;
 - 7) Tree Warden;
 - 8) All seasonal and/or emergency type employees;
 - 9) All clerical employees;
 - 10) All other casual and part-time employees;
 - 11) All other employees of the Town of Winthrop.

Section 02.2:

Section 02.3:

The Employer will not aid, promote or finance any labor groups or organizations which purport to engage in collective bargaining or make any agreement with any such groups for the purpose of undermining the Union or changing any condition contained in this Agreement.

Section 02.4:

This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only.

No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

All matter not dealt with herein shall be treated as having been brought up and disposed of and the Employer shall be under no obligation to discuss with the Union any modifications or additions to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Employer or the Union unless reduced to writing and executed by the respective duly authorized representatives.

**ARTICLE 03
NO DISCRIMINATION**

Section 03.1:

There shall be no discrimination, interference, restraint or coercion by the Employer or the Union or their respective agents against any employee because of membership or non-membership in the Union.

Section 03.2:

The Union agrees to represent all employees covered in this unit without regard to membership or participation in, or association with, the activities of the Union or any other employee organization, and to continue to admit said persons to membership without qualification, other than the payment of periodic dues or initiation fees regularly required by the Union. There shall be no discrimination by either party against any employee because of race, creed, color, sex or age.

**ARTICLE 04
DUES DEDUCTION**

The Employer accepts the provisions of Section 12 of Chapter 150E of the General Laws and Section 17B of Chapter 180 of the General Laws as the sections apply to Dues Deduction and Agency Fee provisions.

The Employer agrees that, in accordance with the above provisions, it will deduct membership dues or agency fees from the wages of any employee in the unit who has voluntarily submitted a written authorization.

The monthly dues or agency fees shall be deducted from the first paycheck of the month. The Employer will incur no liability for loss of dues monies after depositing the same, properly addressed, to the Union in the United States mail.

The Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs which arise out of the acceptance of the above sections of the

General Laws or any liability which results from remitting any monies deducted to the Union.

<p>ARTICLE 05</p> <p>RIGHTS OF THE EMPLOYER</p>
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Section 05.1:

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Winthrop in the Employer and the department heads for the efficient and economical operation of the municipal services, it is herein agreed that, except as specifically and directly modified by express language in a specific provision of this Agreement, the Employer and department heads retain all rights and powers that they have or may hereafter be granted by law in managing the said department and directing the working force and may exercise the same at their discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

Said rights and powers include but are in no way to be construed as limited to: the establishment of rules and regulations; the right to determine the extent to which work will be performed by members of the bargaining unit; the right to hire, fire, suspend, or in any other manner discipline for just cause; to classify, promote, transfer permanently or temporarily; to determine hours for and the number of employees required at any location; to determine the qualifications and competence of, to evaluate the performance of, to assign any added, lessened or differed work or responsibility to; to set standards and requirement applicable to and make determination of the number of steps and the eligibility for any in-step wage increases for; to make any pay deduction because of absence or failure to perform work by any employee covered by this Agreement; and to introduce new or to change existing operational methods.

The above rights are the prerogatives of the Employer subject only to such limitations as are expressly provided for in this Agreement.

ARTICLE 06
GRIEVANCES INVOLVING CIVIL SERVICE

The Union, in recognition of the Town's having affirmed its belief in and compliance with state laws insofar as they define the rights, duties and obligations of a municipality under the General Laws, and under the rules, regulations and procedures of the Civil Service Commission (Massachusetts General Laws, Chapter 31) relative to employees' seniority, promotion, reassignment, discharges, reduction in rank, removals and suspensions, hereby agrees that any grievance, complaint or appeal which under past practices and procedures would normally have come within the jurisdiction of said Civil Service Commission are hereby specifically excepted and removed from the grievance provisions of this Agreement.

In such circumstances, the individual and the Union specifically agree to seek any redress and remedy through the procedures of said Civil Service Commission or as provided by Chapter 150E of the Massachusetts General Laws, but not through the provisions of this Agreement.

The Union and Town agree that the Town may opt out of Civil Service for all employees covered under this Agreement. The Town further agrees that all employees hired prior to July 1, 2003 the Home Rule Petition, exempting employees from Civil Service, will be grandfathered and protected by the Civil Service Statute.

ARTICLE 07
UNION ACTIVITY ON DEPARTMENT PROPERTY

Section 07.1:

A duly authorized representative of the Union shall have access to department property at all reasonable times for all reasonable purposes. Reasonable notice shall be given to the department head by a duly authorized representative of the Union.

Section 07.2:

The department head will designate a space in which the Union may erect a bulletin board. The purpose of the board will be for posting of notices by the Employer or the Union. No notice shall be posted thereon unless it has been signed by a duly authorized representative of the Employer or an authorized representative of the Union after it has been first submitted to the department head.

The content of such notices shall be limited to announcements of recreation or social events, announcements of elections, and appointments, results of elections, announcements of meetings, and union activities, and posting of openings. No notice of a controversial nature shall be posted.

<p>ARTICLE 08 GRIEVANCE PROCEDURE</p>
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Section 08.1:

For purposes of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

Section 08.2:

A grievance must be presented within ten (10) working days of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits and conditions set forth below in this Article. For purposes of this Article, the following definitions shall apply:

<u>Departments</u>	<u>Supervisor</u>	<u>Department Head</u>
Public Works Department	<u>Foreman</u>	Director

The Town Custodian and Public Works Employees shall initiate a grievance at Step 2 with his immediate supervisor. In so doing, these employees shall substitute the same time limits as are specified in Step 1 for the time limits in Step 2.

Step 1: The employee, with a steward or representative if he so desires, shall take up the grievance or dispute in writing with the Supervisor within ten (10) working days of the occurrence giving rise to the grievance. The Supervisor shall attempt to adjust the matter and shall respond in writing within three (3) working days. If the grievance is not satisfactorily settled at this step:

Step 2: It may be presented in writing to the department head within three (3) working days after the Supervisor's response is due. The department head or his designee shall respond in writing within five (5) working days. In the event the department head determines that a meeting is called for, he shall decide whether the discussion shall take place during working hours or not. If the matter is not satisfactorily settled at this step it may be:

Step 3: Appealed in writing within five (5) working days after receipt of the written answer of the department head by the employee to Town Manager or its designee. The Town Manager or its designee and the employee shall meet to discuss the grievance within fourteen (14) days, at a time designated by the Town Manager. The Town Manager or its designee will give his/her written answer to the grievance within ten (10) days following the conclusion of the meeting. If an unsatisfactory settlement of the grievance is made, it may:

Step 4: Be appealed to arbitration by written notice of such intention to appeal within fifteen (15) working days after the receipt of the written answer under Step 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article IX.

Section 08.3:

A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Employer to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

At Step 2 or above, the Union will be notified of all meetings and have a right to be present and be heard. No grievance carried forward by an individual will be settled in a manner inconsistent with any specific provisions of this Agreement.

Section 08.4:

No reprisals of any kind will be taken by the Employer against any party in interest or any participant in the grievance procedure by reason of such participation.

Section 08.5:

The Union recognizes the authority and responsibility of the supervisors, the department heads and the Town Manager for reprimanding or disciplining an employee for delinquency of performance.

Section 08.6:

No employee will be disciplined, reprimanded, reduced in rank, or compensated or deprived of any wage increase or increment without just cause. Any contention that management has acted in an arbitrary or discriminatory manner in withholding a wage increase or increment may be raised as a grievance.

The parties agree that nothing in this Agreement is intended to add to or subtract from the rights and remedies provided by any Civil Service Law or to make arbitrable a question which is covered under Civil Service Law.

ARTICLE 09 ARBITRATION

Section 09.1:

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Town Manager and the Union. If the Town Manager and the Union cannot agree within seven (7) working days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) working days thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

If the Town Manager and the Union agree, the party demanding arbitration may request the arbitration services of the Massachusetts State Board of Conciliation and Arbitration instead of the American Arbitration Association.

Section 09.2:

Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 09.3:

Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only an alleged specific and direct violation of express language of a specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The parties have agreed that no restrictions are intended on the rights and powers of the Employer except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

Section 09.4:

Subject to the limitations in Section 3, the decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby. In the case of arbitrations involving disciplinary actions of persons not covered by Civil Service, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job and/or award of full or partial restoration of all compensation or privileges as the arbitrator deems warranted should the arbitrator find the Board acted in an arbitrary or discriminatory manner.

Section 09.5:

The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

<p>ARTICLE 10 CONTINUITY OF EMPLOYMENT</p>
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Section 10.1:

The Union agrees that no employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walkout, work stoppage, sitdown, slowdown, withholding of services, boycott (whether primary or secondary), demonstration at the Employer's premises, or any other direct or indirect interference, concerted or otherwise, with the Employer's operations. The Employer agrees not to conduct a lockout.

Section 10.2:

The Employer may impose disciplinary action, including discharge, upon any and all of the employees involved in a violation of this Article. Such action shall not be subject to the grievance or arbitration procedure hereunder except as to the question of whether or not the employees who were disciplined in fact engaged in, induced or encouraged such conduct.

Section 10.3:

The Employer also retains the right to recover from the Union or any officers, agents or members thereof, either through legal procedures as provided by law, or through the grievance and arbitration procedures established by this Agreement, or both, such damages as it may suffer by reason of violation of this Article, except that no person (including the Union) shall be liable if he did not engage in, induce or encourage activity violative of Section 1, and such persons take all lawful steps reasonably within their power to have such activity terminated.

The Union retains similar rights against the Town in the event of an illegal lockout by the Employer.

<p>ARTICLE 11 VACANCIES AND TRANSFERS</p>
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In filling vacancies within the unit, due consideration will be given to the requests of employees within the Town for transfers to newly created or open positions. Notices of all such vacancies will be posted upon the Union bulletin board. Said notices will contain the date by which applications for such positions or transfers must be submitted. It is recognized that the final decision as to whether an individual will be so transferred must rest with the Employer. The Town, in advertising a vacant position, will include the words "position covered by collective bargaining."

All transfers, changes in job titles, and new hires will be subject to a six (6) month probationary period. This probationary period will end with an evaluation to determine whether or not a new hire will remain employed in the position or whether or not a prior full-time employee will remain in the newly assigned position or revert back to his/her prior position and rate of pay.

If the Union contends that the decision of the Employer is arbitrary or discriminatory and bears no valid relationship to the efficiency of the department, it may seek and obtain relief through the grievance procedure, with the burden of proof on the Union to prove that said decision was arbitrary or discriminatory and not in the best interest of the department.

**ARTICLE 12
HOLIDAYS**

All employees covered by this Agreement will be paid eight (8) hours pay at regular straight time wages for the following holidays whenever they fall on a regular work day, or the day following when any of said days occur on Sunday, and if Christmas Day shall fall on a Saturday the employee shall be entitled to one (1) additional vacation day. If any other of the following holidays fall on a Saturday, then the employee will be entitled to an additional vacation day.

New Year's Day

Independence Day

Martin Luther King's Birthday

Columbus Day

Presidents' Day

[Patriot's Day](#)

[Memorial Day](#)

[Two \(2\) Floating Holidays](#)

Labor Day

Veterans' Day

Thanksgiving Day

Christmas Day

One-half (1/2) holiday will also be celebrated on Good Friday and the regular work day before Christmas and New Years. On all such days all employees otherwise eligible for holiday pay will receive eight (8) hours pay for four (4) hours worked on such day.

There shall be a skeleton day on both the day before Thanksgiving and the day after Thanksgiving, so that half of the work force shall enjoy a holiday on each day. In order to be eligible for payment for such holiday, the employee must have worked his full regularly scheduled shift on the work day immediately preceding and his full regularly scheduled shift on the work day immediately following such holiday. Absence on one or both of these days shall not affect eligibility for holiday pay if such absence is proved to the satisfaction of the Employer to be due to illness. In the case of absence on both of these days, the employee shall submit a doctor's certificate as proof of illness.

Any employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount to equal to one and one-half (1-1/2) times his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours work at said rate.

In the event a holiday falls on a scheduled work day during the employee's vacation period, he will receive an additional day's pay with his vacation pay.

<p>ARTICLE 13 HOURS OF WORK / OVERTIME</p>

Section 13.1:

This Article is intended to provide the basis for the calculation of overtime pay and shall not be construed as limiting or determining the day or hour on which any particular employee shall begin or end, or as a restriction on the department head's right to require work in excess of any specified periods.

Section 13.2:

The work week shall begin on Sunday at 12:00 a.m. and continue for seven (7) consecutive days. The normal work day is eight (8) hours per day starting at 7AM and ending at 3:30 PM. The regular hours for each day shall be consecutive, except for interruptions for lunch periods. The normal work week is forty (40) hours per week with two (2) consecutive days off. Time actually worked in excess of forty (40) hours per week or on Sunday, unless the employee is working on a continuous operation, shall be considered as overtime and shall be paid at the rate of time and one-half (1-1/2).

Section 13.3:

Employees covered by this Agreement will be granted a half (1/2) hour lunch period without pay which will be scheduled by the department head. All employees shall receive a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible. Employees in the labor service as defined by Civil Service Rules shall be granted a fifteen (15) minute personal clean-up period at the end of each work shift.

Section 13.4:

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. To that end, there shall be a list of employees, in order of seniority, posted in each department. Overtime shall be offered to the first name on the list. Upon acceptance or rejection of said overtime assignment by an employee, the employee's name shall go to the bottom of the list. A Weekly schedule of overtime, in each department, shall be posted on Fridays so that employees may know who is on call for the weekend. Overtime for less than four (4) hours

paid to an employee who continues to work after his/her regular hours of work will not effect the employee's position on the overtime rotation list.

There shall be separate overtime list for pump station.

An employee who benefits from a department paid cell phone shall answer this phone during regular work hours or off hours and to respond within fifteen (15) minutes of a missed call. For any purpose or at any time, department paid cell phones may be taken away from an employee. This decision lies within the sole discretion of the department head and shall not be subject to the grievance and arbitration clause of the contract.

Section 13.5:

Holidays and sick leave paid for but not worked shall be computed as time worked for purposes of computing overtime.

Section 13.6:

Employees called back to work on emergency situations on Christmas, Thanksgiving or New Years shall be paid at the rate of double time for a guaranteed four (4) hour minimum period.

Section 13.7:

Employees who have left their place of work and are called back to work on emergency situations after the regular hours of work shall be paid at the rate of time and one-half (1-1/2) for a guaranteed four (4) hour minimum period, if an employee is called back to work one (1) hours prior to his/her regular start time, the employee shall receive only one (1) hour of pay at the rate of time and one-half (1 ½).

Section 13.8:

If any employee is requested to miss his/her lunch period on any day due to the schedule of the street sweeper or any other purpose as requested and/or approved by the Director or

his/her designee, said employee will be released from work a half hour early or offered one (1) hour of overtime.

Section 13.9:

For the position of W5 Maintenance Man Working Foreman, and any assisting staff, any regularly scheduled overtime will be compensated overtime for the hours actually worked.

On an as needed basis, on-call overtime assignments may be offered to specific Water and Sewer positions for weekly (7 day) off hours on-call status coverage. This on-call status will be separate from the standard overtime rotation and will only be offered to a qualified individual who has an active water or sewer license dependent upon the required coverage, an active CDL, and an active HEO license and the employee that is placed on on-call status must commit to being available within 30minutes of a call during the 7 day period. In return for this commitment, the individual will receive 4 hours of pay at time and one-half (1-1/2) in addition to a four hour minimum pay out at time and one-half for each off hours call.

Section 13.10:

In emergencies, including snow and ice, all employees shall be required to perform overtime work except in the case of an employee who has a family emergency.

Employees, other than those required to work beyond their normal work shift, due to unforeseen circumstances of their work day, shall have the option of declining overtime; but in the event that sufficient personnel do not accept such offer of overtime on a voluntary bases, or in the event of emergency situations where time is of the essences in executing the overtime job, such additional personnel such as are deemed necessary by the director, may be required to work overtime on an assigned bases.

If an emergency snow event (where all union members are called in) occurs during weekday off hours and carries into the next regularly scheduled shift, each employee will remain on time and one-half overtime status until relieved of duty.

Section 13.11

This Paragraph is not intended to supersede any other section of Article 13. A mechanic will be called back under the following conditions:

1. When the Department is called to repair a vehicle for which the Department is responsible.

ARTICLE 14 VACATIONS

Section 14.1:

Any employee covered by this Agreement on the payroll as of July 1 of each year during the term of this Agreement, or any extension of renewal thereof shall receive a vacation with pay as follows:

- A. Employees on the payroll continuously for a period of six (6) months but less than one (1) year as of their anniversary date, shall be entitled to one (1) week's vacation with pay amounting to forty (40) hours pay.
- B. Employees who have been on the payroll continuously for a period of one (1) year but less than five (5) years as of their anniversary date, shall be entitled to two (2) weeks vacation with pay amounting to eight (80) hours pay.
- C. Employees who have been on the payroll continuously for a period of five (5) years but less than thirteen (13) years as of their anniversary date, shall be entitled to three (3) weeks vacation with pay amounting to one hundred twenty (120) hours pay.
- D. Employees who have been on the payroll continuously for a period of thirteen (13) years but less than twenty (20) years as of their anniversary date, shall be entitled to four (4) weeks vacation with pay amounting to one hundred sixty (160) hours pay.

E. Employees who have been on the payroll continuously for a period of twenty (20) years as of their anniversary date, will receive a vacation of five (5) weeks with pay amounting to two hundred (200) hours pay.

Section 14.2:

Vacation periods are to be scheduled by the department head in accordance with requests submitted to him in writing by May 1, with first consideration being given to the length of service of the employees subject, however, to the need of the department.

Section 14.3:

Vacation leave may not be accumulated from one vacation year to another and salary shall not be paid in lieu of vacations except in cases of emergency and with prior approval of the Town Manager.

Section 14.4:

Except in cases of discharge for dishonesty, any employee who is discharged or quits between July 1 of the contract year and his scheduled vacation date shall receive the vacation pay due to him for that year, provided that if employment is terminated by resignation, written notice must be received by the department head at least two (2) weeks prior thereto. Upon the death of an employee entitled to a vacation allowance, vacation shall be paid to the person or persons to whom his salary is payable.

Section 14.5:

If an employee returns to the service of the Town of Winthrop and his period of service with the Town has been interrupted for reason other than service in the armed forces, then after five (5) years of continuous, full-time service, the amount of service prior to the interruption of his work for the Town shall be added to the five (5) or more years of current full-time service to give total service for purposes of computing “continuous service” for vacation allowances.

ARTICLE 15
MILITARY SERVICE

The Union and Employer agree to observe and comply with all applicable state and federal laws, executive orders and rules and regulations concerning the re-employment of employees who go into the armed services or forces of the United States.

Employees with one (1) or more years of continuous employment prior to the time of performing the service herein referred to, who are required to report for temporary summer or like period of training in military forces of the United States or the Commonwealth, shall be paid in the amount equal to the difference between the compensation for a normal working period of two (2) weeks and the amount paid for military training, if such pay is less than their department pay. In computing the difference in pay, the department pay will be based upon the employee's basic hourly rate for scheduled hours of work up to a maximum of eight (8) hours of a work day and forty (40) hours in a payroll week. Training pay is computed to include compensation received, except travel allowance.

ARTICLE 16
JURY DUTY

In the event that any employee covered by this Agreement is required to perform and does perform jury service, and in the event that the total weekly earnings of the employee, including compensation for work performed for the Town of Winthrop and compensation for such jury service, is less than his regular compensation for forty (40) hours, the Employer agrees to pay to the employee the difference between his actual weekly earnings and what he would have earned if he had performed such number of hours of work for the Town.

As a condition of receiving such payment, employee agrees that if during jury service he is discharged for the day during regular working hours, he will report to his department supervisor for such work as may be assigned.

An employee performing such jury service who desires the benefit of this Article shall be required to present weekly to his department head a certificate signed by the clerk of court or other proof reasonably satisfactory to the Employer as to the time spent by the employee in such jury service during the week and the amount of compensation received therefore.

ARTICLE 17
BEREAVEMENT LEAVE

Section 17.1:

Any permanent full-time employee covered by this Agreement is entitled to a leave of absence without loss of pay of up to four (4) consecutive days ending on the first working day following the completion date of the funeral services in case of death of immediate family. However, if the fourth consecutive working day occurs on the day after a scheduled day off, then the employee is not entitled to the fourth consecutive working day as a day off with pay.

The term “immediate family” shall include the employee’s spouse, domestic partner, child, father, mother, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren. The term “domestic partner” means two persons who meet the following criteria and jointly file a registration statement proclaiming that:

- (A) They are in a relationship of mutual support, caring and commitment and intend to remain in such a relationship; and,
- (B) They reside together; and
- (C) They are not married; and
- (D) They are not related by blood closer than would bar marriage in the Commonwealth of Massachusetts; and
- (E) They are each other’s sole domestic partner; and
- (F) They are competent to contract; and
- (G) They consider themselves to be a family.

Section 17.2:

An absence of one (1) day may be granted for attending the funeral only for other members of the employee’s family, including but not limited to, the employee’s brother-in-law, sister-in-law, aunt or uncle.

Section 17.3:

The purpose of this leave is only to attend the funeral or to attend to family or personal matters arising as a result of the death.

**ARTICLE 18
SICK LEAVE**

Section 18.1:

Employees will earn and accrue one and one-twelfth (1- 1/12) days of sick leave each calendar month, up to thirteen (13) days a year.

Section 18.2:

Unused sick leave will accumulate from year to year up to a maximum of 200 days as of the beginning of any calendar year. In addition for each year of service with the Town of Winthrop, an additional two days per year will be accrued but will be drawn upon only after the base or initial accrual is used up.

Section 18.3:

Sick leave is for personal illness; however, up to five (5) days of sick leave may be used each year for the illness of a family member in an employee's household or an immediate family member. Immediate family member shall include spouse, child, sister, brother, mother, and father. In order to use the fourth and fifth day of sick leave the employee shall provide a doctor's certificate substantiating the illness of the immediate family member.

Section 18.4:

Employees shall notify the department head on the first day of absence due to non-service connected sickness or injury stating the nature of the sickness or injury, the time expected to be incapacitated and the date on which they expect to return to work. **The decision as to whether sick pay will be given for the first day of absence will be entirely within the discretion of the department head and shall not be a grievance under Article VIII,** but may be appealed to the Town Manager, whose decision shall be final. In any event, if the employee is absent for two (2) days, payment shall commence by a second (2nd) day.

All absences which exceed two (2) days will be checked by the department head. If a doctor has been called in by the employee, the department head shall also check with the doctor.

Absence for periods of three (3) days duration or more, or absences of two (2) days which occur more than twice in a calendar year, will be paid for only on submission of a doctor's **certificate satisfactory to the department head**. If the department head determines it to be in the best interest of the Town he shall have an independent doctor make an examination and report. The costs for such examination shall be borne by the Town.

Section 18.5:

Except as specified in Article XIX, Section 3, employees whose services are terminated for any reason shall not be entitled to compensation in lieu of sick leave untaken.

Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any employee rehired after termination of service.

Sick leave earned following return to duty after a leave of absence without pay shall not be applied against such leave of absence.

Section 18.6:

Sick leave credits will begin at once for a person starting work on the first (1st) working day of the calendar month; otherwise, credits will begin to accumulate on the first (1st) day of the month following employment and will accumulate for each calendar month thereafter.

Section 18.7:

Unauthorized absence or abuse of sick leave are grounds for disciplinary action up to discharge.

Section 18.8:

Upon retirement and in recognition of dedicated service to the Town of Winthrop, any employee covered by this Agreement who has worked for the town for twenty (20) years, will receive a lump sum payment at the time of retirement equal to Forty (\$40.00) dollars

per day of sick leave accumulated, not in excess of two hundred (200) days. In order to be eligible for such lump sum payment, the employee must notify the Town Manager of his/her intent to retire at least one (1) year in advance.

Section 18.9: Family and medical leave shall be granted consistent with applicable provisions of the Federal Family and Medical Leave Act. Notwithstanding, an employee may choose to use accrued vacation time during sick leave.

Section 18.10: Unused Annual Sick Leave Allowance - At the end of each year the Town will compensate the members of the Bargaining Unit for unused sick leave in accordance with the following schedule.

DAYS ABSENT IN SINGLE YEAR	AMOUNT OF COMPENSATION
None (0)	\$400.00 effective July 1, 2013
One (1)	\$300.00 effective July 1, 2013
Two (2)	\$200.00 effective July 1, 2013

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ARTICLE 19
WAGES

Section 19.1:

The Personnel Board will establish the entry salary of an employee entering the system. The basic salary schedule for employees is as set forth in Schedule A.

Employees who substitute for more than four (4) consecutive weeks in the higher classifications shall be entitled to the minimum rate of that classification after the completion of that period.

Section 19.2:

A. The various positions within the bargaining unit covered by this Agreement are classified as follows:

B. The W-IV Assistant pump station attendant, whose work will shall be Tuesday through Saturday.

WI

- Public Works Laborer
- Cemetery Laborer
- Mason Edgestone Setter
- Part-Time Custodian - Library and Town Hall

WII

- Craftsman Helper - Water Department Temp.
- Public Works Maintenance - Man MEO I
- Tool Keeper - MEO 1
- Public Works Truck Driver / Laborer - MEO 1
- Cemetery Laborer - MEO I
- Forestry Laborer - MEO I

Jr. Custodian/All Town Buildings

WIII

- Public Works Maintenance Man
- Heavy Equipment Operator
- Forestry Laborer - MEO 3
- Water System Technician

WIV

Licensed Maintenance Craftsman

Motor Equipment Repairman

Licensed Water System Technician

Backflow Preventor Tester

Pump Station Attendant

Licensed Sewer Technician

WV

Working Tree Foreman - MEO I

Working Cemetery Foreman

Maintenance Man Working Foreman (sewer)

Highway Working Foremen

Parks Working Foremen

Senior Custodian/All Town Buildings

Building Maintenance Working Foreman

Mechanic Working Foreman

The position of Maintenance Man Working Foreman shall also include the following duties:

- a. Maintains interior and exterior areas of pump stations and DPW garage;
- b. Paints interior and exterior areas of pump stations;
- c. Does landscaping;
- d. Keeps daily logs;
- e. Has sewer operators license and receives CEU,S to retain license;
- f. Carries cell phones;
- g. Tests or arranges tests the operation mechanical equipment including emergency generators; and
- h. Coordinates any major work to be performed on pump stations with vendors.
- i. Maintenance Man Working Forman operates and maintains the Town sewer pump stations.

The position of Mechanic Working Foreman shall also include the following duties:

- a. Supervise all motor equipment, repair work done and the DPW maintenance garage;
- b. Schedules repairs with department heads, and working foreman;
- c. Keeps daily logs;
- d. Assigns duties to junior mechanic;
- e. Responsible for maintenance and cleanliness of the garage area;
- f. Order parts;
- g. Keeps track of line items for motor vehicle maintenance for DPW and for each department that the garage services;
- h. Negotiates with all vendors;
- i. Coordinate any repairs that can't be handled in-house;
- j. Fill out procurement forms;
- k. File monthly reports; and
- l. Carry cell phone

WVI

Water System General Foreman

Public Works General Foreman

Town Electrician

Sewer System General Forman (The establishment of this position eliminated the sewer working foreman position)

Section 19.3:

Step raises will become effective upon the approval of the department head and the appointing authority.

**ARTICLE 20
PERSONAL LEAVE**

Each employee covered by this Agreement shall be entitled to three (3) days of paid personal leave. Said three (3) days of leave may be utilized during any fiscal year for imperative personal business which could not be effectively conducted outside of work hours and is not otherwise covered by bereavement leave, sick leave, or the family leave provisions of this Agreement. Such personal leave may not be granted for recreational purposes or for purposes of pursuing gainful employment. Reasons for such leave must be made in writing to the Department Head or his designee as soon as possible and not less than twenty-four (24) hours before the absence occurs, whenever possible. This leave shall not be requested so as to extend a holiday or vacation period. Approval of such leave shall not be unreasonably withheld. Any leave authorized under this Article shall not be deducted from sick leave.

**ARTICLE 21
INSURANCE BENEFITS**

As long as the Town of Winthrop agrees to pay one-half (1/2) the cost of a health insurance plan (Blue Cross/Blue Shield) and one-half 1/2) the cost of a Two Thousand (\$2,000) Dollar life insurance policy and a Two Thousand (\$2,000) Dollar accidental death and

dismemberment policy (details of which are covered in a supplementary booklet), the Employer will deduct the employee's share on payroll checks for participating members on receipt of the proper authorization.

On the date of retirement, life insurance may be continued in the amount of Two Thousand (\$2,000) Dollars fully paid for by the retiree.

For the retired employee, the hospital-surgical-medical coverage may be continued through the local pension group. If an individual does not desire to remain in the insurance plan, the retired employee may secure his hospital, surgical and medical coverage under any conversion contract offered by Blue Cross/Blue Shield.

In the event the Town alters its insurance benefits for all Civil Service personnel, said changes will be reflected in this Article. It is understood that the Employer's only obligation hereunder is the making of payroll deductions where required.

ARTICLE 22
HEALTH AND SAFETY

The parties agree to abide by all regulations of the Department of Health of the Town of Winthrop, the Commonwealth of Massachusetts and of the Department of Public Safety.

ARTICLE 23 CLOTHING ALLOWANCE

Section 23.1

The Department Head, or his designee shall be responsible for preparing and maintaining clothing expenditure records. Effective July 1, 2014 each employee will be entitled to a clothing allowance in the amount of **Seven Hundred** (700.00) dollars per year to be used to purchase work clothes consistent with the dress code established by the joint committee.

The Town shall continue to supply raincoats, rain boots and gloves to each employee covered by this Agreement.

Permanent part-time employees will be entitled to a pro-rated share of clothing allowance based on the number of hours worked per week. Part-time employees entitled to this benefit will be those as defined in Article II, Section 2.

The Town will also provide photo identification badges which employees shall wear when performing duties which may bring them in contact with the public.

Section 23.2

DRESS CODE:

Work Clothes: Jackets, shirts and sweatshirts shall be solid colored with the option of embroidery to read Department of Public Works, on left chest. Solid blue, black, gray and safety orange or yellow will be accepted. The colors by department chart should be removed as all divisions are now consolidated under one department.

All employees shall wear trousers or jeans, dark blue or black. No shorts will be permitted at any time. Outer clothing shall also be dark blue. Shirts shall be long sleeve for winter and short sleeve for summer. Tee shirts are accepted for summer.

Boots: Work boots or work shoes must be worn at all time. Sneakers are NOT allowed.

Appearance: All work clothes are to be kept in neat order. Clothes must be clean when employee arrives at work. Torn or dirty clothes may result in employee being sent home to change. Appropriate disciplinary action will be taken by the Department Head.

**ARTICLE 24
LONGEVITY**

Annual longevity payments will be paid to qualified employees who have worked the required number of years as of July 1st -of the fiscal year in which the payment is to be made.

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Effective July 1, 2014 longevity shall be as follows:

- Five (5) years service as of July 1 \$425.00
- Ten (10) years service as of July 1 \$600.00
- Fifteen (15) years service as of July 1 \$650.00
- Twenty (20) years service as of July 1 \$700.00
- Thirty (30) years of service as of July 1 \$750.00

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Longevity will be paid by separate check on a date elected by the employer.

**ARTICLE 25
UNION REPRESENTATIVE**

A Union representative shall have the right at reasonable times to enter property of the Town of Winthrop for the sole purpose of negotiating labor contracts and making reasonable investigations of grievances.

Union members appointed to the Collective Bargaining Committee shall be granted reasonable time off with pay to participate in any contract negotiations which may take place between the Town and the Union during normal working hours.

The duly elected Union Steward shall be allowed reasonable time off with pay during working hours to investigate and attempt to resolve labor disputes. The Steward must receive permission from the Employer, which permission shall not be unreasonably withheld.

**ARTICLE 26
INJURED LEAVE AND LIGHT DUTY**

Section 26.1:

Whenever an employee is injured during the course of his employment, s/he shall file an injury report with the Department Head within ten (10) calendar days of the date of injury. The Department Head shall promptly investigate the incident which gave rise to the injuries. In its discretion, the Town shall have the right to designate a medical doctor located within a ten (10) mile radius of the Town, including the City of Boston, at the Town's expense to examine the employee and determine whether or not s/he is incapacitated by reason of an injury sustained while in the performance of his/her job without fault on his/her part. Notwithstanding the provisions set forth above, an employee incapacitated from work on account of sickness, injury or disability incurred in the

performance of his/her job shall be entitled to examination and treatment by a medical doctor of his/her own choice.

Section 26.2:

If an employee is out on workmen's compensation and/or sick leave due to either a work-related or non-work related injury for more than thirty (30) calendar days, the Town may require written medical testimony supporting the employee's claim of continued incapacity every two (2) work weeks.

Section 26.3:

A member of the bargaining unit who is out on workmen's compensation and/or sick leave due to either a work related or non-work related injury for a period in excess of one calendar month, may be recalled to light duty if a medical doctor designated by the Town determines that s/he is able to perform some of the light duties of an employee in his/her department, provided that there is no disagreement with that determination by the employee's attending medical doctor and, provided further, that, if such disagreement exists, written evidence of such disagreement by the employee's attending medical doctor is delivered to the Department Head not later than fourteen (14) calendar days after the employee has been recalled to light duty, unless there is good cause for the written evidence of such disagreement being given later than fourteen (14) calendar days. An Emergency Room doctor who treats an injured employee shall not be considered to be his/her attending medical doctor unless the injured employee subsequently designates him as such.

In the event of any such disagreement between the Town's designated medical doctor and the employee's attending medical doctor, the medical doctor designated by the Town and the employee's attending medical doctor shall then promptly select a third medical doctor, who must be a specialist in the particular field of medicine involved, who shall then examine the employee and render an opinion as to the employee's fitness for light duty, which opinion shall be binding on all parties. The Town shall pay for the examination of the employee by the third medical doctor. Until such time as the third impartial medical

doctor renders a determination that the employee is capable of performing some light duties, s/he shall continue to be on leave.

The light duty tasks to which a member of the bargaining unit may be assigned shall consist only of tasks that have been customarily performed by other employees within the Department, including, but not necessarily limited to, any and all administrative tasks, including but not limited to answering the telephone; operating the Public Works dispatch radio; keeping records; maintaining departmental logs; interviewing and dispensing information to members of the public; typing; and, other similar duties as described and/or limited by either the employee's attending medical doctor or, in those cases where an impartial medical doctor was chosen by the parties, such impartial medical doctor.

The Department Head may, at his discretion, assign an eligible employee to such light duty on the basis of a five (5) day, forty (40) hour work week (Monday through Friday, holidays excluded). Employees assigned to light duty are not required to work holidays, but shall remain eligible for those paid holidays set forth in Article XII of this Agreement.

Light duty shall not be used as a punishment assignment and any employee assigned to light duty may, at any time, present medical evidence of fitness for return to full duty whereupon the Town shall either accept the report of the employee's medical doctor or shall designate a medical doctor located within a ten (10) mile radius of the Town, including the City of Boston, to examine the employee for return to full duty. In the event of a dispute between the employee's attending medical doctor and the Town's medical doctor as to the employee's ability to return to full duty, the medical doctor designated by the Town and the employee's attending medical doctor shall then promptly select a third medical doctor, who must be a specialist in the particular field of medicine involved, who shall then examine the employee and render an opinion as to the employee's fitness to return to full duty, which opinion shall be binding on all parties. The Town shall pay for the examination of the employee by the third medical doctor. Until such time as the third impartial medical doctor renders a determination that the employee is capable of returning to full duty, s/he shall continue to be assigned light duty.

All employees on injured leave who have been determined, pursuant to the procedures described herein, to be capable of returning to light duty shall be recalled to work on that basis within ten (10) calendar days of final determination of fitness.

**ARTICLE 27
HEAT DAY POLICY**

Section 27.1:

From June 1 through the Friday before Labor Day, the following hours shall be in effect for all departments: 6:30 a.m. to 2:30 p.m. with a one-half hour lunch and the elimination of the two fifteen minute work breaks.

Section 27.2:

If the outdoor temperature on any given work day reaches the level of ninety-two (92) degrees Fahrenheit, as measured at Logan Airport, all employees shall be assigned work either indoors or light assignments outdoors. For purposes of this provision only, the term light assignment shall mean those activities such as lawn watering.

Section 27.3:

If, in the event of an emergency, including the need for an afternoon burial or grave opening, an employee is required to remain at work past 2:30 p.m., said employee may receive time due to be taken on the next day of work. In the event an employee is required to remain at work past 3:30 p.m., the overtime provisions of this Agreement shall apply.

**ARTICLE 28
SNOW REMOVAL**

~~B.~~The following policy will govern snow and ice removal operations and overtime during snow and ice storm periods:

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A. First, all properly licensed DPW employees holding either a CDL

B. or HEO license shall be called by the DPW management during emergency snow and ice operations. (Emergency and non-emergency status will be the sole discretion of the Director or his designee.) A list of those employees presently holding a CDL or HEO license is attached hereto as Appendix B. Any employee who benefits from a department paid cell phone agrees to answer this phone during snow and ice emergencies during off hours and to respond within 15 minutes of a missed call to learn if he/she is still needed. If no answer is reached at the number called the employee will be considered "not available". Records will be kept of all responses.

B. Second, as needed based upon the determination of the Director of Public Works, all properly licensed unit employees from other departments holding either a CDL or HEO license, shall be called by the DPW management. A list of those employees presently holding a CDL or HEO license is attached hereto as Appendix B. The same procedure as set forth above at paragraph 1 shall be used for calling said employees.

Third, as needed and within the sole discretion of the Director of Public Works, unit employees from other departments may be called in for snow removal purposes. In such event, said employees agree to a two (2) hour minimum callback, notwithstanding the automatic callback provisions of Article XIII, section 7 of the collective bargaining agreement between the parties. Said employees may be released and sent home at any time their services are no longer needed.

~~D.~~ D. The Town agrees to assist with the mandatory CDL licensure for new hires by providing Union employees with access to a vehicle for training purposes upon reasonable notice by the Union and at times and places that such vehicle is not otherwise needed for Town business. Properly licensed Union personnel

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agree to volunteer their time for such training sessions. The burden of obtaining the mandatory CDL license within six (6) months of hire remains entirely with the employee.

E.E. Starting December 21, 1994, only those employees holding a valid CDL or HEO license shall be eligible for overtime for snow removal purposes.

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F. Any DPW employee who refuses to accept overtime for emergency snow and ice removal purposes on (2) two occasions during any fiscal year shall be dropped from the department overtime roster and shall be ineligible for any overtime for a period of six (6) months after the second refusal. An employee who does not answer his home telephone or his/her assigned cell phone or return a call within fifteen (15) minutes during the work week or on weekends will be considered to have refused to accept overtime for snow and ice removal. The burden will be on the employee to justify the refusal to accept overtime for snow and ice removal to his/her department head.

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G. All DPW employees must be available to work all emergency snow and ice operations. The determination of emergency or non emergency status will be made at the sole discretion of the Director of Public Works or his designee. This determination of emergency or non emergency will be made clear to the employee upon notification of such overtime. If, at any time, the overtime roster is exhausted while trying to fill a non emergency snow or ice overtime assignment, a second call will be made from the beginning of the overtime list and the assignment will automatically become emergency status. A pattern of refusal by any individual to report for emergency snow and ice operations may result in progressive discipline.

ARTICLE 29
JOINT LABOR-MANAGEMENT COMMITTEE

The Town and the Union agree to form a committee comprised of three (3) members selected by the Board of Selectmen and three members of the Union to review the classification of positions described in Article 19, Section 19.2. The completion date shall be October 1, 2001 and if any changes are recommended, it shall be presented to the Board of Selectmen and the Union for implementation as of January 1, 2002.

Early Intervention Plan:

The Town and the Union agree to bargain the impact of the Early Intervention Plan as submitted by the Town of Winthrop to the P.E.R.A.C.

ARTICLE 30 DRUG TESTING POLICY
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The Town and the Union agree to incorporate the prior agreed upon Drug and Alcohol Testing Policy into the Collective Bargaining Agreement. Said policy is attached as Schedule C of this agreement.

Effective July 1, 2005 the policy will apply to all members of the Bargaining Unit.

ARTICLE 31 SEPARABILITY AND SAVINGS

If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or

enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

NEW ARTICLE –

Effective January 1, 2007 the town may implement the bi-weekly period schedule.

<p>ARTICLE 32 DURATION</p>
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Section 32.1:

Subject to sub-section 2 of this Article, this Agreement shall become effective July 1, 2011~~08~~ and shall continue in effect to and including June 30, 2014~~4~~ and shall, thereafter, automatically renew itself for successive terms of one (1) year each unless sixty (60) days prior to December 31st thereafter, either the employee or the Union shall have given the other written notice of its desire to modify or terminate said Agreement.

Section 32.2:

This Agreement shall become effective only to the extent that sufficient funds are appropriated and to the extent that necessary amendments to all law, ordinances and bylaws are approved at the Town Council.

ARTICLE 33
CDL and Specialty Licenses

Effective July 1, 2015 the Town will pay each employee annually \$200 for maintaining a CDL license, and two additional specialty licenses applicable to the operation of the Department approved by the Director of Public Works. Maximum reimbursement under this section shall be \$600. Payment will not exceed three licenses (\$600).

These licenses are listed under Schedule B on pages 47-48 of this document. In order to be paid for Specialty Licenses, the employee must first possess a valid MA CDL.

IN WITNESS WHEREOF, the authorized representatives of the parties have set their hands this ____ day of _____, 2006.

BOARD OF SELECTMEN OF THE
TOWN OF WINTHROP

AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL
1383, FL-CIO, STATE COUNCIL 93

Approved As To Form

Town Counsel

SCHEDULE A - WAGES

Effective July 1, 1998, a new step six has been added for employees in classifications WI, WII, WIII, and WV. To be eligible to receive this pay increase, employees must be on step 5 and have 4.5 years of service in their classification except in cases of promotion where the Town will have the discretion to place an employee on a step which results in a higher rate of pay than earned in his/her lower classification.

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Effective July 1, 2014 salaries will be increased by 2%.

Effective July 1, 2015 salaries will be increased by 2%.

Effective July 1, 2016 salaries will be increased by 2%.

SCHEDULE B – EMPLOYEE LIST / LICENSURE

DPW EMPLOYEES WITH CDL OR HEO LICENSE

1. WEST, MIKE		CDL	HEO
2. HODGKINS, ROBERT		CDL	HEO
3. VOKE, EDRIC		CDL	HEO
4. COOPER, JEROME		CDL	HEO
5. VASEL, JEREMY	SEWER	CDL	HEO
6. DEVLIN, JOHN		CDL	HEO
7. KIRBY, SEAN			
8. PEPPE, DAVID			
9. CINELLI, ALFRED			
10. HAYES, RONALD		CDL	
11. BICKFORD, STEVEN		CDL	
12. LEACH, RODNEY			
13. ARMITSTEAD, CRAIG			
14. DEGREGORIO, JAMES	ELECTRICAL		
15. VANBUSKIRK, ROB	SEWER		
16. BELLOFATTO, GEORGE			HEO
17. WRIGHT, ANTHONY		CDL	
18. SAX, MICHAEL			
19. NALEN, JOHN			
20.			
21. FERRARA, ANTHONY			
22.			
23. BABCOCK, STEPHEN			HEO
24. KENNEDY, STEPHEN			
25. LARITY, MARGARET			

- 26. UPTON, MICHAEL
- 27. ROBSON, SEAN
- 28. FILIPKO, MICHAL

CDL

SCHEDULE C – ALCOHOL & DRUG USE TESTING POLICY

ALCOHOL AND DRUG USE AND TESTING POLICY FOR SAFETY-SENSITIVE DRIVERS

INTRODUCTION

The following is the policy of the Town of Winthrop regarding testing associated with alcohol misuse and drug use by those employees operating motor vehicles with a Commercial Drivers' License. A discussion of the physical effects of alcohol and certain drugs on the body is included as well. The terms alcohol misuse, drug use and substance abuse are used interchangeably in this document. The name and telephone number of the person who can answer any questions you may have about the alcohol and drug rules and assist you in substance abuse situations appears on the last page of this policy.

TERMS AND ABBREVIATIONS

BAT	Breath Alcohol Technician
CDL	Commercial Drivers' License
CMV	Commercial Motor Vehicle
DHHS	Department of Health and Human Services
DOT	Department of Transportation
EAP	Employee Assistance Program
EBT	Evidential Breath Testing
MRO	Medial Review Officer
US	The Employer
YOU	The Driver/Employee

DEFINITIONS

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Concentration: Also called alcohol content, the alcohol in a volume breath, (expressed as grams of alcohol per 210 liters of breath) as indicated by an evidential breath test, such as a breathalyzer.

Alcohol Use: The consumption of any beverage, mixture or preparation, including medications, containing alcohol.

Breath Alcohol Technician: An individual who instructs and assists individuals in the alcohol testing process and operates and an evidential breath testing (EBT) device.

Substance Abuse: Refers to patterns of substance use that result in health consequences or impairment in social, psychological and occupational functioning.

Substance Abuse Professional: A licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

WHO IS COVERED BY THE TOWN'S ALCOHOL AND DRUG RULE?

The Federal Highway Administration, Department of Transportation, Alcohol and Drug ruling applies to every person who operates a commercial motor vehicle (CMV) in interstate or intrastate commerce, and is subject to the commercial driver's license (CDL) requirements of part 383.

WHAT IS A SAFETY-SENSITIVE FUNCTION?

A safety-sensitive function is defined as including any of the following circumstances and/or activities:

- at a carrier or shipper plant, terminal or facility, or other property, or on any public property, waiting to be dispatched, unless the driver is relieved from duty by the employer;
- inspecting service brakes, including trailer brake connections, parking (hand) brakes, steering mechanism, lighting devices and reflectors, tires, horn, windshield wipers, rear vision mirrors, coupling devices, fire extinguisher, spare fuses, or warning devices for stopped vehicles;
- inspecting, servicing, or conditioning any (CMV) IN OPERATION;
- at the driving controls of a CMV in operation;
- while in or upon any CMV except when resting in a sleeper berth;
- supervising or assisting in loading or unloading a vehicle;
- attending a vehicle being loaded or unloaded;
- while in readiness to operate the vehicle;
- when giving or receiving receipts for shipments loaded or unloaded;
- performing the driver requirements of sections 392.40 and 392.41 of part 392, Driving Motor Vehicles, relating to accidents;

Employers who know about either of the above acts cannot permit the driver to perform a safety-sensitive function.

Employers may require drivers to report the use of any therapeutic drugs.

WHAT TESTS ARE REQUIRED AND WHEN WILL I BE TESTED?

There are five situations where testing can be done to determine the presence of alcohol and/or drugs. Testing shall be performed by a laboratory certified by the federal Substance Abuse and Mental Health Service Administration (SAMHSA).

1. Pre-employment

When: Before a new hire can perform any safety-sensitive duties or when a person transfers into a safety-sensitive function from elsewhere in the Town.

Note: no person will be considered for a Driver's position who has had a positive drug and/or alcohol test within two years of his or her application.

2. Post-accident

When: Following an accident

Post-accident alcohol testing should be done within two hours of the accident. If a test cannot be done within eight hours, it probably will not be done. Post-accident drug testing shall be done within 32 hours, or not done at all.

3. Reasonable Suspicion

Upon reasonable suspicion by a trained manager, an employee may be tested whenever it is suspected that he/she may be under the influence.

4. Random

Unannounced **random** testing is required on a certain percentage of drivers each year.

How: The random selection process used shall ensure that each driver has an equal chance of being tested each time selections are made.

When: Drivers are randomly selected from the pool. Random testing for alcohol shall be completed just before, during or immediately after performing safety-sensitive work. Random testing for drugs may be done at any time you are at

-or-

24 hours have passed from the time of the initial observation.

- Disciplinary action regarding alcohol misuse cannot be taken against a driver unless an alcohol test was administered or was refused by the driver.

5. **Return to duty and follow-up**

When:

- Return to duty testing is required for drivers who violate prohibitions and are returning to work. In order to return to work, an alcohol concentration of less than 0.02 or a negative drug test is required.
- Follow-up testing is required when a driver returns to a safety-sensitive function. A minimum of six tests shall be performed during the first year back in a safety-sensitive position. However, follow-up testing may continue for up to five years.

WHAT HAPPENS IF I REFUSE TO BE TESTED?

As part of the alcohol and drug rule, you must submit to alcohol and drug testing. **If you refuse to be tested, you cannot continue on the job.**

Refusal to test is considered to be any time you either fail to provide enough breath for alcohol testing or enough urine for controlled substances testing without a valid medical reason after being notified of the testing requirements, or if you clearly obstruct the testing process.

HOW IS ALCOHOL TESTING DONE?

1. All alcohol testing is done by a certified Breath Alcohol Technician, or BAT, in a private setting where no one but you and the BAT can see or hear the test results. An evidential breath testing device (EBT) approved by the National Highway Safety Administration must be used.
2. The BAT will ask you for identification. You may ask for the BAT's identification as well.
3. To complete the test, you must blow forcefully into the mouthpiece of the testing device. The BAT must show you the test result on the testing device.
4. A screening test is done first. If the reading is less than 0.02, you will sign the certification and fill in the date on the form. The test will be reported as negative to the Town.

WHAT ARE THE CONSEQUENCES OF VIOLATING THE ALCOHOL OR DRUG PROHIBITIONS?

Alcohol violations:

- a) For the first violation, immediate removal from duty, a fifteen (15) day suspension without pay where the reading is between a 0.02 and 0.0399 or a thirty (30) day suspension without pay where the reading is a 0.04 or above, and the requirement to pursue treatment.
- b) Following a violation, a driver cannot return to a safety-sensitive duties until an evaluation has been done, any recommended treatment has been completed, and a negative alcohol test is produced.
- c) Following a second violation, regardless of the duration of the suspension without pay for the first violation, and/or refusal to comply with a prescribed treatment program, termination.

Drug violations:

- a) Following the first violation, immediate removal from duty, a thirty (30) day suspension without pay, and the requirement to pursue treatment.
- b) A driver cannot return to a safety-sensitive job until an evaluation has been done, recommended therapy is completed, and a verified negative drug test is produced.
- c) Following a second violation and/or refusal to comply with a prescribed treatment program, termination.

WHERE CAN I GO FOR HELP?

This Policy requires the Town to provide you with the opportunity for treatment. We are not, however, required to hold a job open for you or to pay for rehabilitation.

If you violate an alcohol or drug prohibition you must be evaluated by a substance abuse professional to determine what help is needed.

Before you can return to a safety-sensitive job, you must:

- a) have an alcohol concentration of less than 0.02, or a verified negative drug test (depending on the violation)
- b) complete recommended treatment

- c) complete a minimum of 6 follow-up tests within the first year back to work (follow-up testing may be done for up to five years after return to work).
- dulling of attention
 - hallucinations, fantasies or paranoia
 - reduction or temporary loss of fertility

Cocaine is a stimulant drug which increases heart rate and blood pressure. As a powder, cocaine is inhaled, ingested, or injected. Cocaine is also used as free-base cocaine known as 'crack' or 'rock', which is smoked. The crack 'high' is reached in 4-6 seconds and lasts for about 15 minutes.

Many people mistakenly believe that, because it is smoked, crack is safer than other forms of cocaine use. It is not. Crack cocaine is one of the most addictive drugs known today. The most dangerous effects of crack are that its use can cause vomiting, rapid heart beat, tremor and convulsions. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heat regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing, and heart beat are depressed, which can lead to death.

Other Effects:

- a rush of pleasurable sensations
- a heightened, but momentary, feeling of confidence, strength and endurance
- accelerated pulse, blood pressure and respiration
- impaired driving ability
- paranoia, which can trigger mental disorders in users prone to mental instability
- irritation of the nostrils and nasal membrane
- mood swings
- anxiety
- reduced sense of humor
- compulsive behavior, such as teeth grinding or repeated hand washing.

Amphetamines are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general physical activity. Some common street names for amphetamines are 'speed', 'uppers', 'black beauties', 'bennies', 'wake-ups', 'footballs', and 'dexies'.

- decreased physical activity
- reduced vision
- change in sleeping habits
- possible death

Phencyclidine or PCP, also called 'angel dust', was developed as a surgical anesthetic in the late 1950's. Later, due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer. Today, it has no lawful use and is no longer legally manufactured.

PCP is a very dangerous drug. It can produce violent and bizarre behavior even in people otherwise not prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body.

PCP scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routing activities such as driving and walking become very difficult.

Low doses produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions.

Other Effects:

- impaired driving ability
- drowsiness
- perspiration
- repetitive speech patterns
- incomplete verbal responses
- blank stare
- thick, slurred speech
- involuntary eye movement

3. MOTOR SKILLS: normal _____ impaired _____

Description: _____

OTHER OBSERVATIONS FOR REASONABLE CAUSE: _____

OBSERVED BY:

Signature Title Preparation Date Time

a.m.
p.m.