

Collective Bargaining Agreement

between the

City of Melrose



and the

Laborers International Union of North America  
Local 272, Somerville, MA

June 29, 2015 (FY 16)

through

June 29, 2018 (FY 18)

January 26, 2016

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This collective bargaining agreement is to be effective as of 12:01 a.m., June 29, 2015 except as herein provided, by and between the City of Melrose (hereinafter referred to as the "City") and the Laborers Union Local 272, Somerville, MA (hereinafter referred to as the "Union").

This agreement is designed to maintain and promote a harmonious relationship between the City and its employees who are within the provisions of this agreement, in order that more effective, efficient and reliable public service may be rendered to the citizens of the City at the highest level possible.

## **ARTICLE I. RECOGNITION AND BARGAINING UNIT**

### **Section 1. Regular Full-Time Employees**

The City hereby recognizes the Laborers Union Local 272, Somerville, MA as the exclusive representatives and certified collective bargaining agent for all non-professional employees regularly employed in the Department of Public Works (DPW) including division foremen, working foremen, mechanics, drivers, operators, skilled laborers, laborers, custodians and maintenance employees as described in the Decision of the Massachusetts Labor Relations Commission in Case No. MCR-572 dated May 1, 1969 and the Certification of Representatives issued in Case No. MCR-572 dated June 4, 1969, excluding therefrom the Director of Public Works, the City Engineer, Assistant Superintendents in the Public Works Department; Operations Director; Facilities Director; Business Manager; and further excluding all clerical, professional employees, Engineering Division employees, casual and/or emergency employees, elected and appointed officials, executive employees and all other employees of the City of Melrose.

### **Section 2. Probationary Employees**

A probationary employee is any new employee who has not completed six (6) months of continuous service with the City of Melrose or any employee who may be transferred or promoted to a new position on a probationary period. Any employee who transfers into another position of higher rank/level shall have a six (6) month trial period. During this period, management shall evaluate the employee. At any time before the end of the trial period, management may deem the employee to be unqualified at which time the employee shall have the opportunity to return to their former position. Probationary status may be extended by mutual agreement of the union and the City. In no event shall probationary status exceed twelve (12) months. New employees may not utilize their paid time off accruals until the successful completion of their probationary period. Department supervisors shall evaluate the performance of probationary employees in writing and will verify that paid time off accruals are accessible once the employees switch to full time status.

## **ARTICLE II. DISCRIMINATION**

The parties agree that they will not discriminate against any employee on the basis of race, color, religious creed, age, sex, national origin, handicap or sexual orientation as provided by law.

**ARTICLE III. UNION MEMBERSHIP**

The parties to this Agreement will not discourage, discriminate, or in any manner interfere with the right of any employee to become or remain a member of the Union. An employee becomes eligible to join the union after six continuous months of service with the Department.

**ARTICLE IV. MANAGEMENT RESPONSIBILITY**

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the City not listed herein. Such managerial responsibilities shall remain exclusively with the City except as they may be shared with the Union by specific provisions of this Agreement.

Among such management responsibilities as are vested exclusively in the City are the following: the right to hire, promote, transfer, assign and retain employees in positions with the City and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve, employees from duty because of lack of work or other legitimate reasons to determine the method, means and personnel by which City operations are to be conducted and to take whatever action may be necessary to carry out the work of the City in situations of emergency.

The City shall have the freedom of action to discharge its responsibility for the successful operation of the Department of Public Works, including the scheduling of operations, the methods, materials and equipment used in carrying out the functions of these Departments and the extent to which its own or other facilities, equipment or personnel shall be used.

Nothing contained in this agreement is to be construed as in anyway granting or waiving rights or responsibilities of the City which may not be granted or waived by the City under the statutes of the Commonwealth of Massachusetts or any applicable City Ordinance.

**ARTICLE V. DUES**

**Section I. Collection**

The City agrees to deduct, in accordance with the terms of the form of authorization of check off of dues hereinafter set forth in Appendix A, Union membership dues levied in accordance with the Constitution and By-laws of the Association from the pay of each employee who shall authorize it by signing and furnishing to it such check off of dues form, and remit the aggregate amount to Laborers Union Local 272, Somerville, MA or to the Treasurer of the Association, together with a list of employees for whom said dues have been deducted. Such remittance shall be made on or about the 10<sup>th</sup> day of the month succeeding that in which the deductions were made. The Union will notify the City of the name and address of the Treasurer of the Union and such notification will bear the signature of the President and Recording Secretary of the Union. In the event of any change of the Treasurer of the Union, the City shall be notified by the same method. The Union shall indemnify and save the City harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken or not taken by

the City for the purpose of complying with this Article. Only one payee shall be allowed at any one time.

**Section 2. Agency Fee**

Effective July, 1982 bargaining unit employees who do not choose to become members of the Union and Laborers Union Local 272, Somerville, MA and to maintain their membership in the Union in good standing status shall be required, as a condition of continued employment during the life of this Agreement, to pay to the Union on or after the thirteenth day following the beginning of such employment or the effective date of this Agreement, whichever is later, an agency service fee in an amount equal to the amount required to become a member and remain a member in good standing of the Union, and its affiliates to or from which membership dues or per capita fees are paid or received. The timing of the periodic payment of the agency service fee shall reflect the schedule or periodic payments of Union dues.

Payroll deductions by the City of the above agency service fee shall be accomplished in the manner provided for dues deductions under this Article.

**ARTICLE VI. HOURS OF WORK**

This Article defines the normal hours of work and shall not be construed as a guarantee of hours per day or per week.

**Section 1. Normal Hours**

The regularly scheduled workweek for all divisions of the Public Works Department shall consist of five (5) eight (8) hour days, and in addition, an unpaid lunch period of thirty (30) minutes each day, Monday through Friday. The City retains the right to schedule hours of employment in accordance with the work requirements of all respective Divisions of Public Works covered by this agreement. Changes in regularly scheduled work hours will be implemented with one week notice to the employee.

In general, regular hours of work for all employees are 7:00 a.m. to 3:30 p.m., Monday through Friday with a thirty (30) minute lunch break and two fifteen (15) minute breaks. Regular hours of work for custodians in school buildings are 6:30a.m. to 3:00p.m., Monday through Friday with a thirty (30) minute lunch break and two fifteen (15) minute breaks.

Employees who report to work and are sent home for any reason other than discipline shall be paid a full day's pay (8 hours). Additionally, any employee who is asked to return and remain home due to quarantine precautions issued by the Board of Health shall receive full pay for the time period in question.

For payroll purposes the workweek begins at 7:00 am on Thursday and runs until 6:59 am the following Thursday. During weeks when there is a holiday that falls on any day other than Monday (approximately 4 weeks annually) for payroll purposes

the workweek begins at 7:00 a.m. Thursday and runs until 6:59 a.m. Wednesday prior to respective holiday.

**Section 2. Rest Periods**

All regular full-time employees shall be allowed two (2) fifteen (15) minute rest periods during each workday. One rest period shall be scheduled at or about the middle of each half of the workday, whenever practical or feasible. All employees must notify their supervisor, the foreman in charge of their work or the department dispatcher before beginning their break each day.

**Section 3. Short Days**

The regularly scheduled hours of work on the following days shall be shortened at the discretion of the department head provided all work for the day has been completed. The work day will end at 12:00 p.m.

1. Good Friday
2. Christmas Eve
3. New Year's Eve

**ARTICLE VII. OVERTIME**

**Section 1. Rate**

Employees covered by this agreement shall be paid overtime at the rate of one and one-half (1-1/2) times his/her regular straight-time rate of pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week, whichever is greater, but without duplication.

Employees covered by this Agreement shall be paid at an hourly rate equal to two (2) times his or her hourly rate for any unscheduled overtime worked on a holiday, as defined herein.

For purposes of this contract, unscheduled overtime is that time when an employee is called in to work without having been notified and scheduled to work prior to the holiday. Employees offered scheduled overtime shifts will receive forty-eight (48) notice.

Employees called into work during a vacation day shall receive overtime pay at a rate equal to one and one-half (1 ½) time his/her regular straight time rate of pay, in addition to their vacation pay.

**Section 2. Assignment**

It is recognized that the assignment of overtime work is the function of the City in keeping with its responsibility for meeting its obligations to the citizens of the community. Employees covered by this agreement shall be expected to perform a reasonable amount of overtime work unless excused for good cause, to be determined by the respective Department Head.



If an employee has been making a demonstrated effort to respond to overtime assignments, and then must refuse overtime for a limited period due to unforeseen circumstances beyond the employee's control, the City will, on a case by case basis, waive the above requirement. Similarly, if an employee is consistently unavailable for overtime assignments the employee may be disciplined.

Nothing contained herein shall be deemed, in anyway, as a limitation on management's absolute discretion to discipline employees if not responding to overtime assignments. When the Mayor declares a state of emergency overtime is mandatory. The City will give twenty-four hours notice for planned overtime assignments when practically possible.

### **Section 3. Distribution**

To the extent practicable, overtime work shall be distributed on an equitable basis according to seniority among qualified employees who ordinarily perform such related work in the normal course of their workweek. The time, which an employee has refused overtime, or has been excused from overtime work, shall be considered in determining whether, as to him/her, there has been an equitable division of overtime. The City shall keep records of overtime worked and overtime refused. Such records shall be made available to the Union for examination during regular working hours.

The City shall furnish to the Union a record of the overtime worked three (3) times a year as follows:

- 1<sup>st</sup> week in May; (Covering January, February, March, April.)
- 1<sup>st</sup> week in Sept.; (Covering May, June, July, August.)
- 1<sup>st</sup> week in Jan.; (Covering September, October, November, December.)

The hours of work of employees working the normal workday as heretofore provided shall not be temporarily changed back and forth from time to time so as to meet specific needs as they arise for the purpose of avoiding overtime. This paragraph is simply meant and shall be so interpreted to cover the following types of situations; an employee in the Department works a normal workday of 7:00 a.m. to 3:30 p.m. A major snowstorm is forecasted during the evening. The City, so as to avoid overtime sends the employee home early or tells him/her not to report to work at his/her normal time but to report at 3:30 p.m. and then after the specific need (storm) passes, the employee returns to his/her normal workday.

To the extent practical, employees in each of the department's two working units (i.e., operations and maintenance) shall be given preference in the distribution of overtime in their respective working units. This provision shall not apply in circumstances where the performance of overtime work is a continuation of an employee's work day.

### **Section 4. Minimum Call Back**

Employees who are officially off the time clock, have completed their regular work day and are otherwise directed to return to work by their respective Department Head or

authorized representative after the completion of the regular working day and who report for such work, shall receive, not less than four (4) hours pay at one and one-half (1½) times their regular hourly rate of pay for all call in activities with the exception of emergency issues within buildings and facilities under the control of the Department of Public Works. In addition, employees called in to address emergencies related to facilities shall receive not less than four (4) hours of pay at one and one-half (1½) times their regular hourly rate of pay. Current and future facility division tradesmen will be responsible for performing all maintenance work and repairs as required by their supervisor in all municipal and school buildings under the control of Public Works and all school facilities throughout the school district inclusive of those under rental agreement.

Anything contained in this Agreement to the contrary notwithstanding; it is expressly understood and agreed that the provisions of this Section 4 shall not be applicable when the overtime is a continuation of the working day. A break for dinner, whether at home or otherwise, not exceeding one (1) hour in duration shall not destroy the continuity of the working day.

**Section 5. Early Call-Ins**

On unscheduled early call-ins employees shall receive not less than four (4) hours pay at one and one-half (1-1/2) times their hourly rate. For example, an employee in the Public Works department who regularly works from 7:00 a.m. to 3:30 p.m. but who is called in at 5:30 a.m. and works his/her normal day until 3:30 p.m. would receive the following: (a) 8 hours pay at regular straight-time hourly rate plus (b) 4 hours pay at time and one-half.

In the event an employee called in early works two (2) hours or more prior to his/her regularly scheduled starting time, time worked after 3:30 p.m. shall not be charged against the minimum. In the event he/she works less than two (2) hours, however, then anytime worked after 3:30 p.m. shall be charged against the minimum.

**Examples:** (1) Employee works from 6:00 a.m. (1 hour early) until 5:30 p.m.  
(2 extra hours)

Pay: (a) 8 hours pay at a regular straight time hourly rate  
(b) 4 hours pay at time and one-half (minimum 4 hours)

(2) Employee works from 5:00 a.m. (2 hours early) until 5:30 p.m.  
(2 extra hours)

Pay: (a) 8 hours pay at a regular straight time hourly rate  
(b) 6 hours pay at time and one-half (4 hours morning plus two hours evening).

The four (4) hour overtime minimum shall not apply to scheduled early start times. Scheduled early start times shall be established forty-eight hours before the

commencement of the early start time. In those instances, employees will receive overtime at the one and one-half (1 ½) rate for actual hours worked prior to 7:00a.m.

## **Section 6. General Provisions**

- a. When an employee's period of overtime work extends without interruption from one day into the following working day, the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid until the employee's regular scheduled starting time on the following day, at which time the employee's regular hourly rate becomes effective.
- b. Employees who are required by their respective department heads to work during the lunch period set forth in this agreement shall not, without the general agreement of the employee, be dismissed before the end of their regular scheduled working day for the purpose of avoiding the payment of overtime.
- c. Hours paid for sick leave, funeral leave, holiday leave and jury duty leave shall be considered as hours worked for the purpose of computing overtime in accordance with Section 1 of this Article.

## **Section 7. On Call Emergency Contact**

### **A. Operations Unit**

Division Foremen within the department shall be eligible to perform weekly "on call" emergency contact services for the department. The "on call" employee for the department is required to be available to answer all department emergencies and/or respond himself if required. He must be knowledgeable of all department functions, daily operations and of the operational structure within the department. He must also maintain the highest level of customer service and professionalism when dealing with calls and situations. Employees who perform this function will receive eight (8) hours of overtime pay for the week. Additionally, the employee will receive one additional hour of overtime for each issue resolved on the phone. If required, the employee will receive the applicable minimum call in overtime if required to respond themselves. Management retains the right to approve, deny and/or suspend an employee's ability to perform this overtime task based on performance related issues.

### **B. Facilities Unit**

One Employee within the DPW's facilities division shall be entitled to a four hour on-call overtime shift per week when school is in session. Said on-call shift is available on a weekly rotated basis in accordance with seniority to the following positions at the discretion of the director: Facilities Division Foreman, all Facilities Tradesmen and the most senior Custodian who is available. The employee assigned this "on-call emergency service shift" is required to be available to answer all facility rental event and building emergencies or respond if required over the course of the coverage week. The employee must be knowledgeable of all facilities and their respective systems and staff. They must also maintain the highest level of customer service and professionalism when

dealing with calls and situations. Employees who perform this function will receive four (4) hours of overtime pay per week. The employee will also receive one additional hour of overtime for each issue resolved on the phone. Additionally, the employee will receive the applicable minimum if required to respond themselves. Management reserves the right to approve, deny and or suspend an employee's ability to perform this overtime task based on performance related issues.

**Section 8. Overtime to Staff Recycling Facility**

Overtime shifts on weekend or extended day shifts necessary to operate the Tremont Street Recycling Facility will be staffed by employees of the Operation Division (Unit B).

**Section 9. Facilities Function Work**

**1. Distribution of School Rental/Function Assignments**

A. All work assignments associated with functions and/or rental in school buildings will be distributed as equitably as possible among all bargaining unit members. First right of refusal to these assignments shall be given to the custodian assigned to a particular school building or facility. In the event of a refusal, the assignment shall be distributed as equitably as possible to the remaining members of the facilities maintenance unit (Unit A).

B. If an employee fills in for a custodian, the employee shall be given first preference for an assignment in the building that evening or that weekend.

C. If an employee is absent from work due to vacation, illness or injury, the employee will not be eligible for assignment to functions and/or rentals that week, unless there is no other bargaining unit member who is willing to perform such work. If the employee already has performed function and/or rental work before an absence due to illness or injury, the employee will be ineligible for assignment to function and/or rental work the following week, unless there is no other bargaining unit member who is willing to perform such work.

D. In the event that all members of the Facilities Working Group (Unit A) cannot cover a building event, laborers and skilled laborers will be offered the overtime in accordance with seniority. If both Unit A and the above referenced members of Unit B cannot provide the coverage, the overtime shift will be offered to all other members of Unit B in accordance with seniority.

**2. School Rental/Function Categories**

A. A custodian must be present whenever a facility is rented to an outside group. An outside group is defined as any group not legally affiliated with the City of Melrose or the Melrose Public Schools. During school vacation periods, such custodian may be the custodian on duty, and need not be assigned on a call-back or overtime basis. If the Facilities Director, or designee decides to offer overtime work during a school vacation period, the Facilities Director or designee shall determine the number of hours of

overtime work to offer. For example, the Facilities Director might offer one (1) hour of overtime work to set-up, cleanup and provide coverage for a four (4) hour rental.

B. When a facility is being used without a rental fee, i.e., to an inside group, the School Business Manager or the Principal of the particular school building, or designee, in conjunction with the Facilities Director, will determine in any instance whether a custodian must be present. If it is determined that a custodian is to be present, said custodian shall be reimbursed in accordance with Section 3(A)(ii) below.

C. When a facility is being used with a rental fee to an inside group, i.e., Melrose Recreation Department, a custodian is expected to be present when a facility is to be used by sixty (60) or more people for a particular function. Such custodian may be the custodian on duty, and need not be assigned on a callback or overtime basis.

D. The Department shall hire three (3) Custodians for inside and outside group events that have 500 people or more in attendance.

### **3. School Rental/Function Rates of Pay**

A. i. Employees assigned to work at functions/rentals for outside groups, which are scheduled outside the regular work day or work week shall be compensated at the rate of time and one half their regular rate of compensation where said employees will be required to perform the regular and customary functions of their position while assigned to work rental events in any building of the Melrose School Department. Furthermore, the City reserves the right to use said employees for any/all other related tasks as outlined in their job descriptions throughout the facility of the event and/or other facilities as required and as the particular function allows. There is a two (2) hour minimum per day or evening (i.e., if two (2) or more functions/rentals are scheduled consecutively, the two-hour minimum shall apply only to the first function/rental, not to each function/rental).

ii. Employees assigned to work at functions for inside groups, which are scheduled outside the regular work day or work week shall be compensated at the rate of time and one half their regular rate of compensation where said employees will be required to perform the regular and customary functions of their position while assigned to work rental events in any building of the Melrose School Department. Furthermore, the City reserves the right to use said employees for any/all other related tasks as outlined in their job descriptions throughout the facility of the event and/or other facilities as required and as the particular function allows. There is a two (2) hour minimum per day or evening (i.e., if two (2) or more functions/rentals are scheduled consecutively, the two-hour minimum shall apply only to the first function/rental, not to each function/rental).

B. Employees who are assigned to perform overtime work during a rental or other function shall be directed by Managers to perform duties in addition to those required by the rental or function, provided that such additional duties do not prevent the employee from providing coverage for the rental or function.

C. Whenever a facility is rented and an employee is assigned to be present, the employee shall be compensated for such work during his/her next pay period.

D. At a minimum, employees will be required to be present, and shall be compensated, for the fifteen minute period before and after each rental/function. (i.e. a 12p.m. to 2:00p.m. rental will result in a 2 ½ hour shift). This does not apply when employees are already scheduled for preparation time in advance of or after the event start/end time.

#### 4. After School Program Operations and Rates of Pay

A. Members of the Union's facilities maintenance unit shall be entitled to receive two (2) hours of overtime compensation to assist the school department's after school program (i.e. Education Stations) for each day the program is in session. This overtime will be distributed in a standard manner throughout the district as follows: (a) one hour prior to the start of the member's regular work shift. This time will be utilized to ensure that the building is properly cleaned and secured from the prior day and ready for opening; and (b) one hour following the employee's regular work shift. This time will be utilized to provide custodial and maintenance support during programming and said support shall be in compliance with the rules and regulations of Education Stations.

B. Employees who perform work associated with approved after school programs, shall be compensated at the rate of one and a half times their regular rate of compensation for such work. In those instances when multiple rentals functions are occurring in the same school building at the same time, employees shall be compensated at the rate of one and one half times their regular rate of compensation for each hour worked. This overtime will be first distributed to the lead custodian generally assigned to the facility in which programming is occurring. In the event a member refuses an overtime opportunity as set forth herein, said overtime shall be distributed based on seniority to the members of the Union's facilities maintenance unit, and then to the members of the Union's operations unit.

C. The Public Works Department will continue using student custodial helpers in schools in which after school programming is occurring. Members of the Union's facilities maintenance unit who work overtime during the Education Station program are responsible for any student custodial helper assigned to assist and are responsible for training the student custodial helper including as it relates to any after school activities that are required by Education Stations. The student custodial helper will be required to remain for the last hour and a half of programming following the member's departure and is responsible to lock and close the school building when programming is over; and complete other custodial assignments within the facility as instructed by the lead custodian.

Only upon mutual agreement, and no more than on an annual basis, the parties may further discuss the detail rates set forth herein.

**Section 10. Extended Hours**

Any member required to work extended hours (i.e., more than 8 hours) before his regular shift (before 7:00a.m.) will be entitled to overtime compensation for each hour worked until the end of his regular shift. In addition, employees will not be entitled to this benefit when they use unscheduled accrued time during the 24 hour period immediately preceding or following the extended shift.

**ARTICLE VIII. HOLIDAYS**

**Section 1. Eligibility**

Except as provided in Section 3 below, every regular full-time employee who has completed thirty (30) days continuous service in the employ of the City shall thereafter be paid one (1) day's pay at his/her regular straight time hourly rate for each designated holiday, such payment to be based on the number of hours regularly worked by him/her on that day on which the holiday occurs; provided, that such employee shall have worked or have satisfactorily presented himself/herself for work, on the scheduled hours on the regularly scheduled workday next preceding, and shall have worked the scheduled hours, or have satisfactorily presented himself/herself for work, on the regularly scheduled workday next following the holiday, or the day following a holiday.

In the event the employee did not work the "day before" and/or "day after" as hereinbefore provided due to non job related injury or illness, the "day before" and/or "day after" eligibility requirement may be waived by the employee's department head or designee. The decision of the employee's department head or designees, whether or not to waive said requirement, shall not be subject to challenge however.

The City will compensate employees requested to work over Independence Day and Thanksgiving holidays as defined below double time for all scheduled and unscheduled shifts. For all other contractual holidays, unscheduled shifts will be compensated at the double time rate and scheduled shifts will be compensated at one and half times the rate.

**Section 2. Designated Holidays**

The designated holidays during the term of this agreement shall be:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Patriots' Day
- Memorial Day
- Independence Day (2 day holiday)\*
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day (2 days including the Friday after Thanksgiving)
- Christmas Day

\*Effective July of 2012, Independence Day will become a designated two (2) day holiday. The second day of the holiday will either precede or follow the actual holiday as mutually determined each December by the Director and the Union representative. A listing of all holiday's and the date each will be observed will be posted by the City in December for the entire following year.

**Section 3. Saturday/Sunday Holidays & Floating Holidays**

In the event a designated holiday is on a Sunday, the holiday will be observed on the following Monday. In the event a designated holiday is on a Saturday, the Director of Public Works may elect to observe the holiday on the preceding Friday or the employee shall be given an additional day off (floating holiday) to be taken at a later date. Such additional day off shall be taken at a time mutually agreed upon between the employee and the Department Head and in accordance with vacation request standards within this contract. The floating holiday approach would be implemented mainly to accommodate and maintain the curbside collection of trash, yard waste or recycling schedule(s). The Director shall make known his/her decision in this regard by December of each prior year.

**Section 4. Work during Holiday**

Except as hereinafter provided, employees who are required to perform unscheduled work on any holiday designated in this Article shall receive holiday pay as provided in Section 1 of this Article and, in addition, the employee shall receive not less than four (4) hours' pay at two (2) times their regular hourly rate of pay, or not less than two (2) hours' pay at two (2) times their regular hourly rate of pay for facility/building related overtime shifts. Any Scheduled overtime during a holiday will be compensated at a rate equal to one and one-half (1 ½) time their regular hourly rate of pay. Forty-eight hours' notice shall apply to scheduled overtime.

**Section 4a. Overtime Shifts on Super Bowl Sunday**

For overtime purposes only, in addition to the holidays listed in Article VIII, Section 2 above, Super Bowl Sunday will be considered a holiday where double time rate will apply for unscheduled overtime shifts, inclusive of those shifts and activities that are weather related.

**Section 5. Probationary Employees**

A probationary employee who has completed thirty (30) days of active employment in the employ of the City shall thereafter be eligible for holiday pay subject to the following terms and conditions:

- (a) The terms and conditions set forth in Section 1 of this Article.
- (b) Section 4 of Article VIII and Section 6c of Article VII shall not be applicable to probationary employees and the holidays paid to probationary employees herein during the first thirty (30) days of active employment.



**ARTICLE IX VACATIONS**

**Section 1. Eligibility**

All regular full-time employees shall be granted vacation with pay in each calendar year, or be paid in lieu of vacations, in the manner provided by Sections 111 and 111E of Chapter 41 of the General Laws in accordance with the following schedule:

| <u>Period of continuous Full-Time Employment</u>   | <u>Vacation Time Earned</u> |
|--|-----------------------------|
| Six (6) months of continuous service but less than one (1) year (15 weeks of active work required) | One (1) week                |

New employees will receive additional vacation days in the month of their first year anniversary, with such vacation days to be used before the end of the then calendar year, according to the following schedule:

| <u>Anniversary Month</u> | <u># of days</u> |
|--------------------------|------------------|
| January                  | 10               |
| February                 | 10               |
| March                    | 10               |
| April                    | 9                |
| May                      | 8                |
| June                     | 7                |
| July                     | 6                |
| August                   | 5                |
| September                | 4                |
| October                  | 3                |
| November                 | 2                |
| December                 | 1                |

Thereafter the new employee shall receive his/her allotment of vacation days **on January 1** of each calendar year according to the following:

|   |                 |
|---|-----------------|
| More than one (1) year of continuous service but less than four (4) years....         | Two (2) weeks   |
| More than four (4) years of continuous service but less than eight (8) years ....     | Three (3) weeks |
| More than eight (8) years of continuous service but less than fifteen (15) years .... | Four (4) weeks  |

More than fifteen (15) years of  
continuous service ....

Five (5) weeks

**Section 2. Scheduling**

At all times, vacation will be subject to the approval of management and requests must be made with seven (7) calendars day notice. The scheduling and approval of vacation will be at the discretion of management and will be in accordance with seniority amongst working units only when employees are requesting the same vacation time and submit them for review at the same time.

In order to fully staff the Department for winter operations, vacation requests from December 1 to April 1 will be limited in the Operations Working Unit as follows: no more than four (4) employees at any one time and no more than two (2) employees at any one time at the same working level; for those employees in the Facilities Working Unit, no more than two (2) employees at any one time. Management retains the right to relax this restriction based on winter weather conditions.

Vacation requests which exceed two continuous weeks will not be allowed without prior approval of the Director of Public Works.

**Section 3. Rate of Pay**

Pay for vacation shall be at the regular straight time base of the employee at the time of taking his/her vacation. As of July 1, 2012 advanced (vacation week) paychecks will no longer be processed.

**Section 4 Payment upon Termination**

In accordance with Section 111E of Chapter 41 of the General Laws, whenever the employment of an employee subject to this agreement is terminated during a year by dismissal through no fault or delinquency on his/her part or by resignation, retirement or death, without his/her having been granted the vacation to which he/she is entitled under this Article, he/she, or in the case of his/her death, his/her estate, shall be paid at the regular rate of compensation payable to him/her at the termination of his/her employment, an amount in lieu of such vacation; provided that no monetary or other allowance has already been made therefore.

**Section 5. Work during Vacation**

Employees who are required to work on a vacation day shall receive their regular vacation pay, and in addition, shall receive not less than four (4) hours pay at one and one-half (1-1/2) times their regular hourly rate of pay (or four (4) hours pay at one and one-half (1-1/2) times their regular hourly rate in lieu of work).

**Section 6. Carry Over**

Employees will be permitted to carry up to five days of vacation into the following calendar year. Carry over vacation will be confirmed in December of each year and memorandum indicating the amount of time scheduled to be carried forward into the next

calendar year will be prepared and distributed by management and agreed to by the employee. The employee must use such “carry over” days before August 31 of the year into which the time has been carried. Scheduling of such carry over days shall be subject to approval of the department head in accordance with Section 2 above.

#### **ARTICLE X. GRIEVANCE PROCEDURE**

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the provisions of this Agreement.

- Step 1:           The Employee, or a representative of the Union, shall take up the grievance with the employees’ immediate supervisor within five (5) working days of the date of the grievance or of the date the employee first acquired knowledge of its occurrence. Such grievance shall be submitted in writing. The employee’s immediate supervisor shall attempt to adjust the matter and shall respond within five (5) working days after the submission of the grievance to him/her in Step 1.
  
- Step 2.           If the grievance has not been settled in Step 1, it shall be taken up with the Department Head, or his/her designated representative, within five (5) working days after the employee’s immediate supervisor’s response is due. Such grievance shall be submitted in writing. The Department Head shall respond in writing within five (5) days after the submission of the grievance to him/her in Step 2.
  
- Step 3.           If the grievance has not been settled in Step 2, it shall be taken up with the Mayor or the Mayor’s designated representative, within seven (7) working days after the Department Head’s response is due or received, whichever is earlier. Such grievance shall be submitted in writing (Union Grievance Form). The Mayor, or the Mayor’s designated representative, shall meet with Laborers 272 within ten (10) days from the time the Grievance is presented, and the Mayor, or the Mayor’s designated representative shall answer the grievance in writing within ten (10) days from the meeting.
  
- Step 4.           If the grievance is unresolved, either party may, within fifteen (15) days after the reply of the Mayor is due or received, whichever is earlier, by written notice to the other, submit the grievance to arbitration.

The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator’s authority shall be limited to matters involving the interpretation and application of the specific provisions of this Agreement. The arbitrator

may not modify, amend, delete or add to the terms of this Agreement. Within the limits of his/her authority, the decision of the arbitrator, to the extent permitted by law, shall be final and binding. The City and the Union shall share the expenses of such arbitration equally.

If a grievance involving disciplinary action is arbitrated and the arbitrator finds that the imposition of the discipline was not for just cause, he/she shall have the power to order reinstatement and back pay, appropriate fringe benefits and other privileges which would have inured to the employee had he/she not been so disciplined for such period as the arbitrator may deem equitable from the time of the award back to the time of the disciplinary action. Any award which provides for a reinstatement with back pay shall provide that to be deducted there from shall be all earnings of the employee from gainful employment and all payments of unemployment compensation during the period of the disciplinary action. Earnings from a job in existence and worked regularly by the employee prior to the imposition of discipline shall not be deducted. Failure of either party to present a grievance within and advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a resolution of the grievance against the party failing to so present and advance the grievance. The time limits set forth herein may be enlarged by the consent of the parties hereto.

No employee shall have the right to require arbitration, that right being reserved to the City and the Union.

The City will make available, upon request, such records which the City and the Union agree are pertinent to the arbitration provided such records are not, in the opinion of this City, of a confidential nature. In the event the City claims confidentiality, it will advise the Union as to the reason of its claim.

Upon mutual agreement, the parties may elect to have the matter referred to the Massachusetts Division of Labor Relations, in lieu of the American Arbitration Association.

## **ARTICLE XI. SENIORITY**

### **Section 1. Definition**

For the purpose of this Article, seniority shall be considered as the length of an employee's continuous service in the Public Works Department. For the purpose of seniority, the department shall be divided into two units: Unit A shall consist of employees in the facilities division, and Unit B shall consist of all other bargaining unit employees. Seniority within each working unit will be the basis for determining vacation, overtime assignments and layoffs. Daily shift assignments between working units shall be governed by the terms set forth in the Memorandum of Understanding (MOU) which memorializes the July 2012 consolidation of the School Maintenance Department into the Department of Public Works.

Continuous service means the most recent period of unbroken service in his/her respective Department, provided that authorized leave of absence, military service, or layoff as hereinafter defined shall not be considered a break in continuous service for the purpose of establishing seniority. For the purpose of this Article, the first one hundred and eighty (180) days of employment by the City shall be considered a probationary period. No controversy covering the tenure of employment of a probationary employee shall be the subject matter of a grievance. Upon the completion of an employee's probationary period, he/she shall acquire seniority which shall be retroactive to his/her first day of continuous employment. This Article shall not be construed to conflict with the provisions of Section 2-40 of the Revised Ordinances of the City of Melrose, as amended, concerning seniority rating for laborers.

**Section 2. Seniority List**

The City shall furnish the Union with an up-to-date seniority list of all department employees by July 1<sup>st</sup> of each year. Said list shall set forth, by department, the employee's name, date of hire, address and primary emergency phone number. Unless the Union advises the City to the contrary within ten (10) days after delivery of said list to the Union, such list will be presumed to be correct for the purpose of this Agreement.

**Section 3. Calls to Employees**

When in the judgment of the respective Department Head it is necessary to call employees at their homes, or during working hours if need arises, to direct employees to return to work, the City shall make a reasonable attempt to contact employees in the order of their seniority (as provided in Article VII, Section 3). It is agreed that a reasonable attempt to contact an employee at his/her home for purposes of this subsection shall consist of one telephone call to the employee's primary emergency contact number as provided on a yearly basis as it appears in the records of the respective department. Employees will be given ten (10) minutes to respond before another individual is contacted to respond to the issue.

**ARTICLE XII. HEALTH AND SAFETY**

**Section 1. Safety Committee**

The City will continue to make reasonable provisions to protect the health and safety of employees during working hours. A safety committee composed of five employees shall be established in the month of January each year and shall meet a minimum of six times per year with management.

**Section 2. Safety Training Day**

Each September, the City will sponsor an annual Training Day for all employees. The agenda and safety topics will be selected and prepared by management in conjunction with the Safety Committee. The event will include safety classes and demonstrations and will include a served lunch. Operations for this day will be suspended from 7:00 a.m. to 12:30 p.m. so that employees can participate in these activities.

**Section 3. Prolonged Overtime**

When in the judgment of the Director of Public Works, a period of prolonged overtime work is anticipated which will require calling employees at home to return to work, hot coffee and sandwiches will be provided by the City at no cost to the employees and in reasonable quantity throughout the period of prolonged overtime. Consistent with the requirements of the work involved, an opportunity will be afforded for all employees involved in such prolonged overtime work to partake of the coffee and sandwiches.

**Section 4. Hazardous Materials Handling**

No member of this Union shall be required to handle animals that are dead which show evidence of disease without proper tools and safety gear, or materials which are clearly hazardous to their health until suitable provisions have been made to protect the employee from such hazards. Household pets (i.e., cats, dogs) will be first examined by the animal control officer prior to collection by department employees.

The City agrees to abide by any statutory and/or regulatory obligations with respect to the handling of hazardous materials by employees.

**Section 5. Background Information Checks**

Criminal Offender Record Information and Finger Print Based checks will be conducted at the time of hire and subsequently every three (3) years for all employees of the Department.

**ARTICLE XIII. WAGES**

**Section 1. General**

Employees covered by this agreement shall be paid on an hourly basis, at the hourly rate defined in the salary plan of the City (see Appendix B) for the particular position in which they are employed. The particular job level and incremental step of each employee shall be established by the City of Melrose.

Wages shall be as follows: effective June 29, 2015, all base wages shall increase by 1%; effective June 27, 2016 all base wages shall increase by 1%. Effective July 1, 2017 all base wages shall increase by 1%.

Effective June 29, 2015, whenever a bargaining unit member reaches Step 2 – and upon completion of Step 2 – said member shall receive a double step and shall be placed at Step 4. Any member reaching Step 4 shall thereafter progress through all remaining steps in chronological order.

Amend the existing salary plan to create a new Step 11 which shall be 2% higher than the current Step 10; a new Step 12 which shall be 2% higher than Step 11; and a new Step 13 which shall be 2% higher than Step 12.

**Section 2. Classification Schedule**

- H-3 Division Foreman, HVAC Skilled Tradesman,
- K-3 Mechanic, Working Foreman, Electrician, Plumber, Meter Reader Foreman, Skilled Tradesman.
- L-3 Heavy Motor Equipment Operator (HMEO), School Building Senior Custodians (High and Middle Schools)
- O-3 Motor Equipment Operator (MEO-Truck Driver), Junior Mechanic
- P-3 Skilled Laborer, Municipal Custodian, Skilled Tradesman, School Building Custodian
- S-3 Laborer

**Section 3. Longevity Payment**

Except as hereinafter provided, additional compensation for continuous service with the City of Melrose shall be paid to regular full-time employees in two (2) equal installments in December and June following eligibility in accordance with the following schedule:

| <u>Years of Continuous Service</u>                          | <u>Annual Payment</u> |
|---|-----------------------|
| Five (5) years, but less than ten (10) years                | \$ 775.00             |
| Ten (10) years, but less than fifteen (15) years            | \$ 975.00             |
| Fifteen (15) years, but less than twenty (20) years         | \$1,175.00            |
| Twenty (20) years, but less than twenty-five (25) years     | \$1,530.00            |
| Twenty-five (25) years but less than twenty-nine (29) years | \$1,950.00            |
| Twenty-nine years or more                                   | \$2,500               |

**Section 4. State Mandated Licenses**

The City will reimburse applicable employees for all costs associated with obtaining and maintaining State required licenses (Water distribution Level D-3 and D-2; Sewer Distribution Level D-2; State Plumbing License; State Electrical License; State Pesticide License; and State Arborist License) including course attendance, registration, cost of exam, recertification and time required to take the exam (once). In addition, the City will compensate those employees who have maintained the State Required Licenses in good standing for the prior year with a \$1,000 stipend to be paid in the last payroll of each fiscal year. Employees must maintain the license in good standing for 12 full months before receiving the stipend.

Additionally, the City will pay all costs associated with renewing job required licenses for driver, operator and foreman positions (CDL, Hoisting). These licenses will not be compensated with a stipend.

All reimbursements made hereunder shall be made within 30 days of the submission of documentation. In order to be reimbursed, any submission must contain a copy of the updated license, and proof of payment.

**Section 5. Employee Personal Tool Reimbursement**

Maintenance employees and mechanics who are required to provide for and use personal tools to complete their essential job functions will be reimbursed up to \$500/year to be paid in the last payroll of each fiscal year upon submission of purchase receipts. Employees must provide management with and maintain an updated list of all personal tools used and purchased during the year. The City is under no obligation to purchase personal tools for employee's who are required to use said tools to complete the essential functions of their job.

**Section 6. Direct Deposit**

Employees shall have their weekly wages deposited into a bank account of their choice. Direct deposit shall begin as soon as possible after the employee has completed proper paperwork.

**Section 7. Employee Performance Evaluations**

Yearly, in conjunction with their anniversary date, management will conduct a Performance Review. This will serve as an opportunity for management to evaluate the performance of each employee and indicate areas of improvement. Employees will be evaluated on attendance; overtime acceptance and refusal; the quality, consistency and quantity of their work; their level of customer service their level of responsibility, creativity, dependability and leadership; and their overall commitment to the department goals, objective and their level of teamwork. Although employees may be placed on Performance Improvement Plans as a result of this evaluation, their annual step increase cannot be withheld.

**Section 8. Performance Improvement Incentive**

Employees who obtain, at their own expense and on their own time, a license that is not required in their existing job description (i.e. laborer obtains a CDL or CDL Driver obtains a hoisting license), will be eligible for a \$750 stipend to be paid in the last payroll of each fiscal year. Employees must maintain the license in good standing for 12 full months before receiving the stipend. During any situation and at the request of management, these employees may be requested to utilize these out of grade licenses and will be compensated in accordance with the MOA between the City of Melrose and the Union, Department of Public Works Reorganization, page 1, item three (3), dated February 14, 2012.

**Section 9. Temporary Out of Grade Pay**

In the event that an employee is temporarily assigned by his/her department head to perform the duties of a person in a higher rated job and so performs such duties for a period of at least five (5) consecutive days, he/she shall receive commencing on the sixth (6th) day but retroactive from the first day, compensation for such service at the minimum of the job rate range of the higher rated job, or in the event such minimum is



lower than the employee's then regular job rate, at the next step in the higher rated job as will be above the employee's then regular job rate.

Such compensation shall continue so long as the employee continues to perform the duties of the higher rated job. It is understood that upon return by the employee to his/her regular duties, the increase in compensation provided for in this Article shall terminate. It is further understood that the aforementioned five (5) consecutive days requirement for the entitlement to the increase in compensation must be satisfied each time the employee is temporarily assigned to perform the duties of the higher rated job.

#### **ARTICLE XIV. JURY PAY**

The City agrees to make up the difference in an employee's wages between the employee's regular week's wages and compensation received for jury duty, provided he/she reports for work each workday when he/she is excused from such duty. Certificates setting forth the initial request and the amount received by such employee for jury pay shall be delivered to the City by the employee.

#### **ARTICLE XV. FUNERAL LEAVE**

Employees who have been regularly employed for more than six (6) months will be granted a leave of absence with pay for not more than five (5) working days in the event of a death to spouse, child, mother or father; not more than three (3) working days in the event of a death to a brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparents, sister-in-law, brother-in-law and relative residing within employees' household.

#### **ARTICLE XVI. ON-THE-JOB ACCIDENT**

Employees who are unable to work because of an on-the-job accident shall be able to convert any unused vacation credit they may have in that year to sick leave.

The City will mail checks to employees who are out due to an on the job injury. However, management retains the right to meet with said employees at any time during the regular work day and to require these employees to attend department meetings. Barring medically supported extenuating circumstances employees must also present themselves to the workplace to drop off all updated medical information, including the employee's current diagnosis, and to keep management informed as to the status of their injury and recuperation.

#### **ARTICLE XVII. UNION REPRESENTATIVES**

In January of each year, a written list of officers shall be furnished to the City after designation by the Union. The Union shall not appoint more than one steward per unit. The stewards shall be granted reasonable time off during working hours to investigate and settle grievances in their respective departments, or to attend negotiation sessions, without loss of pay. Management shall not unreasonably withhold permission for such time off.

## **ARTICLE XVIII. LEGISLATION**

Should any of the terms and conditions of this agreement be superseded or nullified or otherwise affected by any legislation, federal or state, city ordinance, or civil service regulation, or should any provision of this Agreement be found to be in violation of any federal or state law, city ordinance, or civil service regulation by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE XIX. NO STRIKES, ET CETERA**

It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by such employees.

## **ARTICLE XX. MEDICAL INSURANCE**

The provision of health insurance benefits to members of the bargaining unit shall be in accordance with any agreement reached with the Public Employee Committee as required by G.L. c.32, §19.

## **ARTICLE XXI. SICK LEAVE**

### **Section 1. Allowance/Basic Concepts**

Employees shall be entitled to thirteen (13) days of sick leave per year with pay. When an employee accumulates twenty (20) days of sick time and becomes a member of the sick leave bank (see Section 2), one (1) day per year is automatically put into the sick leave bank. The remaining twelve (12) days will be credited to the individual employee. Days of sick leave, which are unused in any particular year may be accumulated for use in any subsequent year up to a maximum accumulation of two hundred (215) days.

New hires accrue sick leave at the rate of one and one twelfth (1 1/12) days per month of active service (a maximum of 13 days per year). Any sick days used prior to completing the probationary period of employment shall be paid back by the employee in the event that employee quits or is terminated prior to completing six (6) months of employment.

Upon reaching the maximum accumulation of two hundred and fifteen (215) days, any additional days will be donated to the sick leave bank. Any days of sick leave used thereafter will be subtracted from the maximum days. In no event will an employee be allowed to accumulate more than the maximum.

When absent due to sickness or injury, all employees may be required, upon written request of his/her respective supervisor, to obtain a doctor's certificate verifying illness or injury before the employee shall be entitled to sick leave as herein provided.

### **Section 2. Sick Leave Bank**

- A. Effective January 1, 1994 a Sick Leave Bank (the "Bank") will be established for all Permanent Members of the Bank, as defined below, whose accumulated sick leave has been exhausted due to a prolonged illness or injury. Effective July 2, 2012, the School Maintenance Employees, formerly Laborers 1116 will become members of the Laborers 272 Sick Leave Bank and the City will transfer their accumulated sick bank time from the School department to the Laborers 272 Sick leave Bank.

- B. Each Permanent Member of the Bank shall fund the Bank with one sick leave day per year. Individuals shall not qualify to contribute or be considered for the sick leave bank unless they have accumulated a minimum of twenty (20) days of sick leave. Once an employee accumulates twenty (20) days of sick leave, the employee shall be considered a "Permanent Member" of the Bank, and shall thereafter remain a member of the Bank and entitled to all benefits thereunder regardless of the number of sick days thereafter accumulated.
- C. The sick leave bank shall be administrated by a sick leave committee consisting of five (5) members. The Mayor shall designate two (2) members and the Union shall designate three (3) members. The sick leave bank committee shall determine the eligibility for use of the bank and the amount of leave to be granted. All decisions of the committee shall be by majority vote.
 

The following criteria shall be used by the sick leave bank committee in administering the bank and in determining eligibility and amount of leave:

  - 1. Adequate medical evidence of serious illness.
  - 2. Prior utilization of all eligible sick leave.
  - 3. Appropriate use of sick leave.
  - 4. Length of service.
- D. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
- E. No days may be withdrawn from the sick leave bank for use for any other illness other than prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family.
- F. The initial grant of sick leave by the sick leave bank committee to an employee shall not exceed fifteen (15) days.
- G. Application for benefits shall be made in writing on the appropriate application form to the sick leave bank committee accompanied by a doctor's certificate as to the need for and anticipated extent of recovery time.

**Section 3. Sick Leave Reimbursement**

Members of this Union shall be reimbursed for unused sick leave in Accordance with the following schedule, regardless of whether they are Permanent Members of the Bank, providing they are actively employed on December 31. Payments to be made no later than February 15 of each year for days remaining as of December 31 for the percentage of unused days, accumulated in the prior year.

If employee uses: No sick days (perfect attendance) = employee receives \$75.00 per day. In all instances below, the applicable percentages shall be rounded down.

Between 1% and less than 24.9% of available sick days = employee receives \$50.00/day for remaining unused days.

Between 25% - 49.9% of available sick days = employee receives \$40.00/day for remaining unused days

Between 50% -74.9% of available sick days = Receives \$30.00/day for remaining unused days.

75% or more = zero reimbursement

#### **Section 4. Buy Back**

Whenever the employment of an employee covered by this Agreement is terminated by death or retirement, in accordance with M.G.L. Chapter 32, after 20 or more years of continuous service in the departments covered by this Agreement, such employee shall receive, subject to the conditions hereinafter provided, 25% of his/her unused accumulated sick leave days, up to a maximum of \$6000.00. For the purposes of this section a "day" shall mean 1/5th of the employee's regular weekly rate of pay at the time of said retirement or death.

#### **ARTICLE XXII. PERSONAL DAYS**

Employees shall be entitled to three (3) personal days per year with pay.

All requests for personal days must be submitted to the Department Head for approval a minimum of two (2) working days prior to the requested day or days of leave, except in an emergency. The determination of what is an emergency is at the discretion of the Department Head. Employees may utilize one (1) personal day in four (4) hour increments each year. The remaining two (2) personal Days must be taken in full day increments.

If an employee is hired January 1 – April 30, the employee receives 3 personal days in that calendar year.

If an employee is hired May 1 – August 31, the employee receives 2 personal day in that calendar year.

If an employee is hired September 1 – December 31, the employee receives 0 days in that calendar year.

In the next calendar year, after hire, the employee will receive three personal days per year. Personal days must be used in the year they are earned; they will not be transferred to the next calendar year nor can they be paid out in the event of a resignation or retirement.

## **ARTICLE XXIII. UNIFORMS AND SAFETY GEAR**

### **Section 1      Uniforms**

All employees shall wear department approved uniforms and safety gear during the work day including:

1. Standard work boots must be worn. Sneakers are not permitted however the Meter Reader and Custodians may wear walking or work shoes and will have work boots available at the work site in the event he is transferred to another position during the work day.
2. By October 1, 2012, all members of the departments shall wear either dark blue or tan pants or dark denim jeans.
3. All members of the department must wear standard short-sleeve T-Shirts; 3 button short sleeve polo shirts, long sleeve T-shirts, long sleeve or short sleeve oxford style fully buttoned shirts, hooded or collared sweaters, winter hats and baseball hats. All gear should have the same Public Works Department printed logo. No cut off sleeves or tank top style shirts will be allowed. Under summer conditions, shirts must remain on at all times.
4. Division colors will be as follows:
  - Park & Forestry Division; and Cemetery Division → Forest Green
  - Water, Sewer, Highway and Sanitation Divisions → Reflective Orange
  - Fleet & Facilities Division → Navy Blue
5. The entire department will have the option of wearing grey collared or hooded sweaters, or collared or hooded sweaters with the color of their respective division. However, those employees working with sweaters on within the roadway must wear appropriate safety vests.
6. Respectively, any division or working foreman will have the option of wearing a grey three button polo t-shirt as opposed to the color of their respective division.
7. Jackets shall have the Department Logo and will be department approved.
8. Gloves will be provided as needed.
9. Beginning May 1, through September 30, employees may wear shorts under the following conditions. Failure to adhere to these conditions by an employee will result in his/her immediate termination of the ability to wear shorts.
  - a. All shorts must have manufactured hems;
  - b. They shall not be tight or obscene;
  - c. They shall not have holes or manufactured rips;
  - d. Acceptable styles shall be blue jeans, cargo and/or khaki;
  - e. Acceptable colors shall be Dark blue or black or dark jean material

- f. Shorts may not be more than one inch above the knee or significantly below the knee.
  - g. Shorts may not be worn when an employee is laying hot top, working in utility trenches, when exposed to sewerage or other similar materials or when exposed to other conditions that are unsafe or which may affect one's health as determined by the supervisor.
  - h. Employees shall have a pair of long pants available on the work site at all times in the event that work conditions change and safety becomes an issue. Acceptable long pants include jeans and dark blue or tan khakis.
10. Hearing protection **MUST** be worn when working with or around the jack hammer, chain saw or other loud equipment.
11. Safety goggles **MUST** be worn when cutting or trimming trees; mowing & string trimming grass & shrubs; welding; utilizing carpentry power tools; pipe cutting & torching; and when working around the chipper and/or other mechanical equipment.

**Section 2. Clothing Allowance**

Each permanent, full-time employee shall be entitled to an annual clothing allowance of \$600.00. Said allowance shall be paid in one (1) installment, on or about August 1<sup>st</sup> of each year. The purpose of this section is to provide a means for the various employees to dress in accordance with the requirements of their customary duties while at the same time, allowing for a neat, uniform appearance to the department generally. It is the understanding of the management that items purchased with this allowance will include boots, pants, shirts, gloves, hats and other clothing normally used to protect the employee from the elements while performing his customary duties. The style and color of clothing purchased with the allowance shall be subject to the approval of the Department Head and must meet the requirements above. Such approval shall not be unreasonably withheld.

Additionally, the Department will annually purchase on or about November 1<sup>st</sup> a winter jacket and gloves for each member of the bargaining unit. The cost of such purchase shall not exceed \$100.00 per employee. Employees have the option of receiving additional collared or hooded sweat shirts in lieu of the jacket. Jacket selection will be made by management in conjunction with the union safety committee. No jackets shall be worn that do not have the Public Works Logo, unless prior approval of the employee's supervisor is received.

Employees who are out from work on workers compensation, medical leave and/or are their initial new employee probationary period will not receive any clothing allowance benefits until they return to full time work status.

**Section 3. Foul Weather Gear**

The City will supply rain suits and hoods at no cost to employees who are required to work while exposed to inclement weather. In addition, rubber gloves and rubber boots

shall be supplied at no cost to such employees who are involved in work requiring such equipment as determined by their respective supervisor or Department Head.

Such equipment will be replaced at the expense of the City when employees turn in old clothing which has been unavoidably damaged or worn out. The City will make available for use at no cost to the employee one (1) set of foul-weather gear (jacket, hood and pants). Such equipment shall be kept under the control and supervision of the respective supervisor and Department Head. In general this equipment shall be kept in the employee's locker for use when necessary. Such equipment will be replaced at the expense of the City when the employee turns in old clothing which has been unavoidably damaged or worn out. The employee will be responsible to replace any of this gear that is lost or otherwise damaged beyond normal wear and tear.

**Section 4. Hazardous Protective Clothing**

The City shall supply "tyvek" or equivalent protective outfits as needed to those employees routinely required to handle hazardous or infectious materials.

**ARTICLE XXIV. NEW EMPLOYEES – POSTINGS**

The City will post on a visible and public bulletin board a notice of vacancy for a minimum of seven (7) working days. If a vacant position is not to be filled, the City will notify the Union within 15 days of the decision not to fill. Positions will be filled on the basis of qualifications, ability, past performance, and experience. Qualifications as used in this article shall cover the following factors: experience, skill, training, performance (documented), and disciplinary record (documented). If these factors are substantially equal, and the choice to fill a position is between two current bargaining unit members, bargaining unit seniority will be the determining factor in filling the vacancy. Each bidder shall be notified of the results of the job posting.

Vacancy is: an opening created by death, retirement, termination, resignation, a leave of absence, or a new position.

A complaint by an employee who is junior to the person selected to fill the position shall not be subject to grievance or arbitration.

Job Posting/Job Classifications: On the posting, the City shall specify the job classifications eligible to fill the position.

Employees who so request and are allowed by their supervisor shall be allowed to transfer to lower rated positions if no one has bid for those positions; and receive the lower rate of pay for that position. However, an employee who bids into a higher position must stay in that position for at least 6 months before bidding into another position.

Any employee who transfers into another position shall have 90 day probation period as defined in this agreement. During this period, the Division head shall evaluate the employee. At any time before the end of the trial period, the Division head may deem the

employee to be unqualified at which time the employee shall have the opportunity to return to their former position.

Nothing in this section shall limit the Employers obligation to comply with Civil Service rules and laws with respect to filling vacant civil service positions.

#### **ARTICLE XXV. LAYOFF & RECALL**

In the event of a layoff, the City and the Union shall meet to discuss the necessity for layoffs and explore any alternatives at least 60 days prior to the proposed layoff. In the event that a layoff proves to be the only plausible solution the parties agree to negotiate the impact of the layoff.

#### **Seniority**

Length of continuous service dating from the employee's most recent date of hire. An authorized leave of absence shall not destroy continuity of service, but shall not be counted in determining the employee's length of continuous service.

#### **Reduction in Force**

Step 1. Review made of the employees in the effected job classification either in the Facilities or Operations working unit. Qualifications being equal, the least senior employee shall be laid off.

Step 2. Employee(s) targeted for layoff in Step 1 shall have the right to "bump" employees with less seniority in their respective working units (i.e., Facilities or Operations) within the same or lower job classification provided their qualifications equal or exceed such employees (no upward bumping).

Step 1 and 2 are subject to Civil Service Law, where applicable.

#### **Recall**

- Employees who have passed their probationary period shall have recall rights to vacant position(s) in the bargaining unit in their same grade level or lower provided they are qualified to fully perform the duties and responsibilities of such position at the time of the recall (no training period other than reasonable familiarization training).
- The employees' right of recall, unless sooner terminated as hereinafter provided, shall be for 18 months from the date of their termination.
- Recall notices shall be sent by certified or registered mail to the employee's last known address as appearing on the records at City Hall (or hand delivered with receipt obtained at such address). The employees shall have ten (10) days from the date of such mailing (or delivery) to accept the recall. In the event the employee fails to accept the recall (except as hereinafter provided), all recall rights shall terminate.
- Seniority shall not accrue during the 18 month recall period. However, employees who are successfully recalled back into a bargaining unit



position shall be considered as having the same seniority that she/he would have had if she/he had not been laid off.

- In the event they are recalled to a position in a lower grade or to a part-time position, or a temporary position, they shall have the right to refuse recall. They must still respond within the ten day period however, otherwise their recall rights shall terminate. After the second such refusal (lower grade and/or part-time or temporary position), their recall rights shall terminate.
- The decision as to whether the employee is “qualified” to perform the vacant job shall be the subject to challenge in arbitration.
- A copy of the notice of recall shall be sent to Massachusetts Laborers District Council.
- As between employees on recall the standard shall be “qualifications being equal”, seniority shall govern.

### **Qualifications**

Qualifications as used in this Article shall cover the following factors: experience, skill, training, performance (documented), and disciplinary record (documented).

### **ARTICLE XXVI. UNION LEAVE**

The President of the Union shall be granted leave with pay for the purpose of attending civil service and/or legislative hearings concerning matters of consequence to the bargaining unit, subject to the following terms and conditions:

1. Request for such leave shall be made in writing to the Department Head involved with as much advance notice as is possible in the circumstances but in no event, except in cases of necessity, less than two (2) days written notice.
2. The maximum amount of days to which the President may be entitled hereunder shall be two (2) days a year.
3. The leave to which the President is otherwise entitled hereunder may be denied if particular operational needs of the department warrant.

### **ARTICLE XXVII. EFFECT OF AGREEMENT**

#### **Section 1.**

This instrument constitutes the entire agreement of the City and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

#### **Section 2.**

The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Union for the life

of this agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

**Section 3.**

The waiver of any breach or condition of this agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this agreement.

**Section 4.**

No provision of this agreement shall be retroactive prior to the effective date of this agreement unless otherwise specifically stated herein.

**Section 5.**

Where this agreement required the appropriation of funds on the part of the City to effect the carrying out of any provision hereof, to that extent this agreement is subject to such action as may be taken by the Melrose Board of Aldermen pertaining to the required appropriation or appropriations.

**ARTICLE XXVIII. DRUG TESTING/REHABILITATION**

**Section 1.**

The parties agree that the mission of public works department and the safety of the public and co-workers justify the maintenance of a drug free work environment through the use of a reasonable drug testing/screening program. Therefore, in order to ensure the integrity of the Department and to preserve public trust and confidence, the City and the Union agree to implement a drug testing/screening program and, under appropriate circumstances as set forth throughout this Article, to provide for the rehabilitation of any such employee found to be in violation of this program. The parties also acknowledge that all holders of a commercial driver's license (CDL) must be tested on a regular basis as a matter of law.

The Department's Drug Testing/Screening Program seeks to achieve Departmental goals of providing maximum public service, a workplace free from the effects of drug use and to ensure the fair treatment of employees.

Employees found to be in violation of any of the provisions contained in this Drug Testing/Screening Program will be subject to discipline in accordance with standard Department procedures involving disciplinary matters. Employees who refuse to be tested when so ordered or refuse to enter an Employee Assistance Program or Rehabilitation Program/Facility after a positive test shall be subject to dismissal. The Department does prefer to institute such discipline as a last resort and is committed to the rehabilitation of the employee and his/her successful re-entry into the workplace. As used in this Article, the term "drug" shall include alcohol.

## **Section 2. Drug Testing Based on Reasonable Suspicion**

- A. An employee shall be subject to an immediate drug test if reasonable suspicion of drug use is determined by the employee's supervisor or other officer(s).
  
- B. The reasonable suspicion standard for drug testing is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used drug, controlled substance, marijuana or alcohol. Reasonable suspicion may be based upon the following or other, comparable fact patterns:
  - (1) Observable phenomena, such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a drug, controlled substance or marijuana.
  
  - (2) A documentable pattern of abnormal conduct or erratic behavior while on duty (i.e.: slurred speech, uncoordinated movement, gait stupor, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors).
  
  - (3) Arrest, indictment or conviction for a drug related offence or the identification of an employee, through an affidavit, as the focus of a criminal investigation into illegal drug use or trafficking.
  
  - (4) Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to Department personnel regarding past or present illegal use of drugs.
  
  - (5) Repeated or flagrant violations of the Department's rules and procedures, which are determined by a supervisor, through an affidavit, to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug use.
  
  - (6) A documented, written report of drug use, in affidavit form provided by reliable and credible sources such as other law enforcement agencies.
  
  - (7) Causing an accident which:
    - (a) occurs on Department property, on Department business or during working hours; and
    - (b) results in either:
      - (i) fatality;
      - (ii) any injury requiring medical treatment away from the scene of the event; or

(iii) damage to property in excess of \$2,500.00.

- C. The supervisor making the initial determination of reasonable suspicion shall document, in writing, all circumstances, information and facts leading to and supporting his/her suspicion. The report will include appropriate dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing and action(s) taken.
- D. The Union and the Massachusetts Laborers District Council shall be notified and the President of the Union, or his/her designee shall, as soon as reasonably possible, and where practicable, discuss with the supervisor in determining if reasonable suspicion exists for the employee to be ordered to drug testing. If after such consultation the supervisor believes that reasonable suspicion continues to exist, the employee will be tested. However, he/she will be allowed to appeal the decision based on the procedures outlined in Section 5 of this Article. If, under appeal, the employee will be required to provide a urine sample, as outlined in Section 2H, but such sample shall not be tested until a final determination is made after the appeal process.
- E. An employee's refusal to submit to a test when directed to by a supervisor will be considered to be a positive test for the purpose of this section. In addition, an employee will be required to read and sign a consent and release form authorizing the collection and analysis of a specimen and the release of the test results to the Department. Refusal to sign this form will constitute insubordination and the employee will be subject to discipline.
- F. In those cases where the supervisor suspects drug or alcohol abuse and determines that the employee's condition or behavior causes a potential threat of harm to himself or others, the employee will be immediately escorted to the collection facility and where there is no other misconduct resulting in suspension, the employee shall be placed on paid administrative leave and shall be subject to customary restrictions of such leave.
- G. Once an employee has been referred for testing based on reasonable suspicion, it will be the responsibility of the supervisor to advise the employee of such decision and to escort the employee to the collection facility. The supervisor shall remain with the employee at the collection site until testing is concluded. If the employee so desires, an Union official may accompany him/her to the collection facility to act as an observer. However, the Union official shall comply and not interfere in any way with the procedures identified in the Drug/Alcohol Testing Protocol Appendix. Once the collection procedures are over the supervisor shall arrange for transportation for the employee to be brought home. The supervisor shall also notify the employee that he/she is not to return to work pending receipt of the test results, or until a determination is made that reasonable suspicion was not substantiated.

- H. At the time of the drug test, the employee's urine sample will be divided into two collection bottles ("split sampling"). If a specimen is reported as positive, the employee may have the untested specimen independently tested by a laboratory, licensed by the Massachusetts Department of Public Health to perform forensic/drug testing, upon written application to the Chief and within ten days of the notification of a positive result.
- I. At the time that the employee provides a urine sample, the employee shall also provide a confidential, written statement as to whether he/she is using any prescription drugs. If the test is positive, the employee must present evidence of the use of prescription drugs which shall include all written confirmation from the employee's prescribing physician and copies of the prescriptions.
- J. If an employee tests negative and/or is successful in an appeal of the grounds for a "reasonable suspicion" test, said urine samples shall be destroyed and no material on such test placed in the employee's personnel file. Any employee testing positive shall have the results and any documentation placed in a filing system consistent with Section 5H of this Article.

**Section 3. Procedures for Drug Testing**

- A. All urine drug testing/screening will be performed under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace testing as described in the Drug Testing Protocol Appendix. These procedures call for the use of an Immunoassay Screen (i.e. "EMT") with all positive results tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology.
- A. In accordance with M.G.L. Chapter 94C, all drug tests will consist determinations of the presence of these five drugs, classes of drugs, or their metabolites: Marijuana metabolites, cocaine metabolites, opiates metabolites, phencyclidine (PCP), and amphetamines. In the course of testing, other drugs or their metabolites, as found in M.G.L. Chapter 94C, may be tested for if particular use is suspected. Such other drugs or their metabolites include, but need not be limited to: lysergic acid diethylamide (LSD), methaqualone, barbiturates and benzodiazepines. Alcohol may also be tested for.
- B. The order for test submission and the actual testing process and results shall not be implemented for the purpose of substantiating criminal allegations against the subject employee.

**Section 4. Consequences of a Positive Test.**

- A. An employee who tests positive for use of drugs may be subject to immediate termination. However, any employee testing positive for the first time shall, if no criminal activity other than the use of drugs or alcohol resulting in the test can be allowed to enter a recognized, certified rehabilitation program, in-state

or out-of-state, in lieu of discipline with the full encouragement of the Department.

- B. An employee must provide documentation to the public works superintendent regarding entry into and successful completion of a drug rehabilitation program. Such documentation will indicate that the rehabilitation program is a certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the public works superintendent with proof of successful completion of said Rehabilitation program.
- C. The employee entering a Rehabilitation Program will sign the Rehabilitation agreement with the Department and abide by its terms and conditions.
- D. An employee's seniority will not be interrupted by any in-patient or out-patient participation in a rehabilitation program as provided in this Article.
- E. The employee must successfully complete the rehabilitation program before returning to duty except as provided in Section 5F of this Article. Before being reinstated to duty, the employee shall meet with the Superintendent of Public Works to discuss any continuing maintenance program and its completion and to discuss assignment options. Such meeting(s) will be designed to assist the employee's re-entry into the workplace.
- F. During any out-patient period of such rehabilitation program, an employee can continue to utilize accrued sick, vacation or other leave credits otherwise available to him/her. Regular compensation pursuant to the provisions of such Collective Bargaining Agreement shall not be received by an employee participating in an out-patient rehabilitation program; provided, however, that if the public works superintendent receives from the rehabilitation program written communication advising that active work status is an affirmatively recommended component of the out-patient rehabilitation and that the employee is capable of that status, with full compensation as provided by the Union/Employer Collective Bargaining Agreement, and the public works superintendent shall determine, upon consultation with the rehabilitation program, the duties to be assigned to the employee and the location of assignment for such employee during the period of the rehabilitation program, the employee shall be paid for work performed.
- G. An employee may use accrued sick leave, vacation leave and personal leave to attend the rehabilitation program. Such time will date from the assignment to administrative leave.
- H. Upon such successful completion of the rehabilitation program, all records and documentation regarding the initial determination of reasonable suspicion and all succeeding events associated with the processing of such

determination and with the employee's participation in the rehabilitation program will be retained by the Superintendent, with strict standards of confidentiality, in a file separate from the personnel file system; provided, however, that the only person having access to such separate file shall be the public works superintendent, and further provided that if any material from such separate file is used by the public works superintendent at any time for any purpose, the public works superintendent shall advise the involved employee of the full details of such usage. The public works superintendent shall exercise discretion consistent with the confidential nature of such material in any such usage.

- I. Any employee's failure to successfully complete the rehabilitation program, where such failure is not based on his/her failure to attend, cooperate with or participate in the rehabilitation program may result in discipline and the employee may be required to undergo further rehabilitation. After a second unsuccessful attempt at rehabilitation, the subject employee may be disciplined, up to and including termination. An employee's failure to successfully complete the rehabilitation program, where such failure is attributable to employee fault regarding attendance at, cooperation with or participation in the rehabilitation program, may result in discipline, up to and including termination.
- K. Upon return to work after successful completion of the drug rehabilitation program, the employee shall be subject to random drug screening tests for a period of twelve (12) months, during which time any positive test results may result in termination. Any employee refusing to be administered a drug test during said twelve (12) month period, when required by the public works superintendent, shall be terminated. All drug tests required during said twelve (12) month period shall be deemed the result of a valid determination of "reasonable suspicion" and shall be exempt from the provisions of Section 2 of this Article.
- L. If the positive test result is the first such result for the subject employee and criminal activity, other than the use of drugs or alcohol resulting in the test, can be attributed to the employee, the employee, shall be placed on leave with or without compensation until such time as the issue of innocence or guilt associated with independent criminal activity is resolved. If the employee is determined in the criminal justice system to be not guilty of such independent criminal activity, the employee's employment status shall be governed by the terms of this Article, including required participation in the rehabilitation program; however, discipline may be imposed. If the employee is determined to be guilty, discipline up to and including termination, may be imposed.
- M. In the event of a second or further positive test result, each arising from fact patterns and circumstances independent of those relating to the initial positive test result, the subject employee may not be entitled to further participation in

the rehabilitation program and discipline, up to and including termination, may be imposed. Factors to be considered in making this determination include, but are not limited to: the length of time between positive test results; the employee's record in the rehabilitation program; the balance of the employee's record and work history.

**Section 5. Appeal of Decision to Test under "Reasonable Suspicion."**

- A. Should an employee dispute the determination that "reasonable suspicion" exists for requiring his/her submission to a drug test, as discussed in Section 2 of this Article, the employee shall so notify the Department by filing a complaint with his/her supervisor at the time a specimen is provided by the employee. The laboratory shall be notified simultaneous with delivery of the specimen that the test is subject to protest. The sample shall be held and no testing done until a determination is made after the appeal process.
1. The dispute shall be submitted immediately upon provision of the sample, to a neutral arbitrator. Such arbitrator shall have experience in cases dealing with reasonable suspicion and drug testing and procedures associated therewith. The arbitrator shall preside over a hearing within seven (7) days of his/her selection, and shall issue a "bench determination" at the close of hearing as to whether the Department had "reasonable suspicion" to require the test. The employee and the Department shall be entitled to representation at the hearing.
  2. Should the arbitrator determine that the Department had reasonable suspicion; the laboratory shall be instructed to immediately conduct the test on the employee sample. The results of such test shall be forthwith delivered to the public works superintendent. The public works superintendent shall notify the employee in question of the results.

Should the arbitrator determine that the Department was without reasonable suspicion, the employee urine sample and all records associated with the incident shall be destroyed forthwith. The determination of the arbitrator shall be final and binding upon the parties as to whether the Department had reasonable suspicion to require the test.

**Section 6. Random Drug Testing.**

- A. All sworn employees of the Department who hold a CDL or a hoisting license will be subject to random drug testing. Such testing will be done during an employee's regularly scheduled shift.
- B. Upon notification that an employee is scheduled for random drug testing such employee will appear as required at the location specified for drug testing.



- C. The random selection process shall be by computer generated numbers for each employee of the Department.
- D. Refusal to report for testing shall constitute insubordination and will result in the imposition of discipline in accordance with Statutory and Departmental rules, regulations and procedures concerning the imposition of discipline.
- E. An employee who tests positive after a random drug test shall be subject to the same conditions, found in Section 5 of this Article, as those who test positive under the “reasonable suspicion” drug test.

**Section 7. Selection of Laboratory and Medical Review Officer**

- A. The Department shall contract for laboratory services with a laboratory certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs.
- B. As set forth in the Mandatory Guidelines for Federal Workplace Testing Programs there shall be a Medical Review Officer (MRO) chosen to fulfill the function of reviewing the results of the tested employee and protecting the confidential nature of the employee’s medical information.
  - 1. The MRO shall be a licensed physician responsible for receiving laboratory drug testing results and who has a knowledge of substance abuse disorders and has appropriate medical training in interpreting and evaluating a positive test result relative to the employee’s medical history and other biomedical information.
  - 2. The MRO must hold either a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) degree. In terms of substance abuse disorders, the MRO must be knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs.
  - 3. The MRO shall be selected by mutual agreement of the union and the Department.
  - 4. The MRO shall not be an employee of the Department nor be an employee or agent or have any financial interest in the laboratory for which the MRO is reviewing drug testing results. Additionally, the MRO shall not derive any financial benefit by having an agency use a specific drug testing laboratory or have any agreement with the laboratory that may be construed as a potential conflict of interest. The purpose of this requirement is to prevent any arrangement between a laboratory and an MRO that would prevent a MRO from reporting a problem identified with a laboratory’s test results or testing procedures. Similarly, the laboratory

is prohibited from entering into any agreement with an MRO that could be construed as a conflict of interest.

- C. The MRO shall be available to:
- a. Review the information on the specimen Custody and Control form and determine that the information is forensically and scientifically supportable.
  - b. Interview the donor employee when required.
  - c. Make a determination regarding the test result.
  - d. Report the verified result to the Department.

## **ARTICLE XXIX. LIGHT/LIMITED DUTY**

### **Section 1. Definition**

Employees who have been declared by their attending physician fit to return to work on a “light duty” or “limited work” basis shall be subject to assignment in one of the following areas. Assignments shall be of a short-term basis (not to exceed 20 working days), and will be made at the discretion of the department head, on the basis of the employee’s qualification, training and experience in these areas, and the department’s needs at the time. Management retains the discretion, at any time, to review the medical status of an employee working in a light duty assignment. In addition, if management determines that an employee is abusing the use of light duty, said light duty assignment may be terminated at the discretion of the Director of Public Works.

- a. Clerical work, including office duties in the Engineering offices at City Hall, or on project sites as required.
- b. Special training or education seminars, provided said program does not exceed any physical limitations then placed on the employee.
- c. Field surveys, including inventory of conditions and defects in the City’s infrastructure.
- d. Custodial and light maintenance duty assignments provided however, that such duties are limited to those which the employee’s physician has approved on the basis of his/her current condition. In no instance shall limited custodial duty include the following: snow shoveling, furniture moving, working with or upon ladders, or lifting any object over twenty (20) pounds.
- e. Other duties normally performed by employees of the Public Works Department which did not jeopardize the individual’s physical condition or conflict with the instructions of the attending physician

**Section 2. Hours of Work**

Employees working on a light duty or limited duty status shall be subject to the same work schedule as used by the regular full-time employees of the division to which they are assigned.

Employees working on a light duty or limited duty status shall be allowed reasonable time off for visits to their attending physician, or to attend physical therapy treatments as directed by their physician. Such time shall be compensated as part of the employee's regular workweek, provided the employee is at work a minimum of five hours each day and thirty hours each week.

Assignment to light or limited duty under this article is temporary and may be changed or terminated by the Department Head at any time. In no instance shall such assignment extend beyond the period of inactivity for full duty as determined by the employee's attending physician.

**ARTICLE XXX. DURATION AND RENEWAL**

This Agreement shall become effective June 29, 2015 and shall continue in full force and effect until June 29, 2018 subject to funding each year by the Melrose Board of Aldermen. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than January 1, 2018, after written notice by either party of its desire to commence negotiations for a successor Agreement. The Employer and the Association, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

**ARTICLE XXXI. PART-TIME EMPLOYEES**

Part-time, non-benefit eligible employees, seasonal and summer help employees will be used by management as funding and programs allow to supplement and/or assist existing employees. The employees will be subject to the direction of a full time union member at all times. Part-time employees shall not be considered members of the bargaining unit.

**Signed and sealed on this 25<sup>th</sup> day of January, 2016**

Melrose Association of Public Works Employees    City of Melrose

By: \_\_\_\_\_  
Laborers Union Local 272, Hopkinton, MA

By: \_\_\_\_\_  
Mayor, Robert J. Dolan

## Appendix A

### Authorization for Payroll Deduction

To: The City of Melrose  
Name of Employer

From: \_\_\_\_\_  
Name of Employee

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each week the amount of \$ \_\_\_\_\_. This amount shall be paid to either the Treasurer of Melrose Association of Public Works Employees.

These deductions may be terminated by me by giving you a 60 day's written notice in advance or upon termination of my employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Address