



COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE TOWN OF TEWKSBURY  
AND  
AFSCME LOCAL 833

JULY 1, 2015 – JUNE 30, 2018

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## PREAMBLE

This Agreement entered into by the Town of Tewksbury, acting by and through the Board of Selectmen or its representative hereinafter referred to as the Town and Local 833, the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal law or statute of the Commonwealth of Massachusetts such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event the remaining provisions of this Agreement shall remain in full force and effect.

## ARTICLE 1

### RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for all employees of the Town of Tewksbury, including, but not limited to, all employees of the Department of Public Works (excluding the Chief Operating Engineer, the Superintendent of Public Works and the Assistant Superintendent of Public Works, Town Engineer, Engineering Project Managers and the Confidential Secretary); the Treasurer/Collector's Office (excluding the Treasurer/Collector and Assistant Treasurer/Collector) Operations Assistant in the Treasurer/Collector Office; the Board of Health (excluding the Director of Health and Sanitarian); the Veteran Agents Office (excluding the Veteran Agent); the Mini-Bus Drivers and Town Aide; the Assessor's Office (excluding the Chief Assessor & Other Assessors); Office Manager in the Assessor's Office, the Town Clerk's Office (excluding the Town Clerk and Assistant Town Clerk); the Auditor's Office (excluding the Finance Director/Town Accountant, Auditor and Assistant Town Accountant); the Library (excluding the Library Director, Asst. Library Director, Children's Librarian, Reference Librarian); the Public Safety Dispatchers; the Police and Fire Secretaries; the Building Department (excluding the Building Inspector, Assistant Building Inspector, Local Inspector, Plumbing and Wire Inspectors and Permit Technicians); the Park Maintenance Personnel and Craftsperson; the Parks and Recreation Department including only full-time labor series employees; and General Working Foreperson; and excluding all Department Heads, excluding all employees of the Personnel Board and Finance Committee and excluding all employees certified as subject to other bargaining units or individuals holding elective office within the Town of Tewksbury.

Employees who work less than average of twenty (20) hours per week are not included in this unit, namely, Seasonal Employees and Interns.

## ARTICLE 2

### MANAGEMENT RIGHTS

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, the authority to manage the Town of Tewksbury shall be reserved exclusively to the Town, its boards, commissions and departments. The rights of management which the Town possesses include but are not limited to the following: the rights to manage the affairs of the Town and the respective boards, commissions and departments and to maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the working force; to determine the schedule and hours of duty consistent with the statutes and the assignment of employees to work and to require reasonable overtime; to establish new job classifications and job duties and functions and to change, reassign, abolish, continue and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his or her services; to hire, promote, assign and retain employees; for just cause and reason, to transfer, discipline, suspend, demote and discharge employees; to require and establish reasonable rules and regulations pertaining to the operation of the Town of Tewksbury and the respective boards, commissions and departments and the employees, provided only that each and every of the above clauses shall be subject to any and all express and specific provisions in the Agreement to the contrary.

## ARTICLE 3

### NON-DISCRIMINATION

There shall be no discrimination by the Employer or the Union against any employee because of his or her race, creed, color, sex, or age, or because of his or her lawful activity or membership in the Union. A grievance in which an employee alleges a violation of this Article may be processed only through Step 2 of the Grievance Procedure (Article 7, §2). No grievance alleging a violation of Article 3 shall be submitted to an arbitrator.

## ARTICLE 4

### UNION BUSINESS

Not more than three (3) members of the Union who are appointed as members of the bargaining team shall be allowed time off for negotiations and conference with the Town's Collective Bargaining Agent without loss of pay or benefits and without the requirement to make up said loss of time, provided prior approval is obtained from the appropriate department head.

When a member of the bargaining unit is elected to the Local Executive Board, said employee shall be allowed to attend all meetings of the Executive Board pertaining to negotiations without loss of pay or benefits up to 8 hours per year maximum and without the requirements to make up said loss of time, provided prior approval is obtained from the appropriate department head.

The president of the Union and the steward involved shall be granted reasonable time off without loss of benefits to investigate and process grievances. The president of the Union shall seek approval from the Town Manager. If the Town Manager is not available, the president of the Union shall seek approval from his or her department head. Reasonable requests for Union business time off shall not be denied

The Union and the Town share equally the cost of printing the Agreement for distribution to all Union members and management.

## ARTICLE 5

### UNION DUES AND AGENCY FEE

#### Section 1. Union Dues

Employees may tender the initiation fee (if any) and monthly membership dues by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of employees who had said dues deducted. Such remittance shall be made monthly.

#### Section 2. Agency Fee

The Employer agrees to require as a condition of employment that all employees, except those employees certified as members to the Selectmen by the Union, pay bi-weekly or by dues deduction to the Union as of the thirtieth (30<sup>th</sup>) day subsequent to the execution of this Agreement, whichever is later, an Agency Fee which shall be commensurate with the cost of collective bargaining and contract administration as determined solely by the Union and which amount shall be certified annually to the Employer by the Union.

#### Section 3.

The Union agrees to indemnify and hold harmless the Town from any harm or liability resulting from implementation and enforcement of the Agency/Service Fee and Union Dues provisions of this Article.

## ARTICLE 6

### HOURS AND OVERTIME

- A. The normal forty (40) hour work week for employees shall be from Monday through Friday except those regularly scheduled to work on Saturdays and Sundays. All employees shall receive time and one-half for hours worked over forty (40) hours in any one (1) week. Hours worked shall include authorized leave including sick leave.
- B. The normal thirty-seven and one-half (37 1/2) hour week for employees shall be from Monday through Friday except for those regularly scheduled to work Saturdays and Sundays. All employees who work thirty-seven and one-half (37 1/2) hours as a regular work week shall be compensated at time and one-half for all hours worked over 37 ½ hours per week or seven and one-half hours in a day.
- C. One half (1/2) hour lunch break during working day which is not included in this normal work day.
- D. With effect on July 1, 2000, an employee of the Public Works Department who is called in to work or called back to work after having left for the day shall be paid a minimum of four hours at his/her overtime rate of time and one-half; however, an employee shall not receive a second four hour minimum payment for a second overtime if the employee is called back to work during the four hour period of the first overtime call-in. Any other Town employee who is called in to work shall be paid two hours at his/her time and one-half rate for the first two hours of time worked outside his/her normal shifts.
- E. All distribution of overtime within each division of the Department of Public Works (DPW) will be based upon the seniority of those employees within the Division on a rotating basis, keeping in mind the latitude of each division foreman or supervisor to determine the personnel need. To the maximum extent deemed feasible by the division foreman or supervisor, overtime opportunities will first be offered to the employee or employees who normally perform such work during the course of the regular work week.
- The distribution of all DPW overtime OUT OF DIVISION will be based upon the seniority within the entire DPW on a rotating basis. Overtime in other departments will be distributed as equally and impartially as possible according to seniority on a rotating basis. If an employee refuses work offered, it will be charged as time worked.
- The Motor Equipment Repairman shall be removed from the rotating overtime list and will be called in only when two or more trucks go out for snow and ice emergencies only also they will be on a separate rotating list.

Upon agreement of the department head, an employee may elect to receive compensatory time off at time and one-half for any overtime worked (no more than 120 hours per fiscal year), provided that no employee shall be denied the opportunity to work paid overtime. Compensatory time off requests shall not be unreasonably denied.

F. The Town will, from October 1 to April 30, and from May 1 through September 30, and may, from time to time as deemed necessary, require standby duty. Standby duty shall be assigned as follows:

The Supervisors, General Foreman, Working Foreman & SHMEO Crew Leaders and SHEMA positions are required to be on standby call as a requirement of their job and others as determined in the sole discretion of the Superintendent of Public Works, to a maximum of fourteen (14) employees shall be assigned standby duty on a weekly rotating basis.

The stipend for standby duty shall be three hundred dollars (\$300.00) weekly effective July 1, 2012. The stipend is considered to cover standby for a full seven-day cycle.

G. Department Heads shall approve and authorize all overtime requiring the service or services of employees and time.

H. Employees with prior approval of their department head may be allowed to work a flexible work schedule of hours on a temporary basis providing that their hours in one (1) week be equivalent to the rate of pay they received for a regular work week.

I. 1. The parties recognize and agree that whenever an organized event is scheduled at the Livingston Street Park Complex for which the issuance of a permit is required, the Manager may, in the exercise of his/her discretion, and in order to maintain and promote the efficiency of operations, authorize and approve a bargaining unit member employed in the DPW to work in excess of normal work hours of such employee, whenever, in the determination of the Manager, the needs and manpower requirements of any detail require such assignment; it being the further understanding of the parties that, although technically unit work, event organizers will be permitted to perform such work in accordance with past practice.

## ARTICLE 7

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1. Matters Covered

A grievance is a dispute arising out of an alleged violation of a specific provision in the collective bargaining agreement. Time is of the essence in this grievance procedure, and failure to file or appeal on a timely basis shall constitute a waiver of the grievance.

Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder.

Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

#### Section 2. Submission of Grievance

Submission of grievance covered by the following steps shall be submitted in writing, and shall be signed by the aggrieved employee or by the representative of the Union filing the grievance.

#### Section 3. Steps in Grievance Procedure      Grievances shall be processed as follows:

Step 1.      The Union representative with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's Department Head outside of the bargaining unit within ten (10) working days of the date of the grievance or his/her knowledge of its occurrence. A copy of the written grievance must be filed simultaneously with the Town Manager. The Department Head shall attempt to adjust the matter informally and shall respond, in writing, to the steward within ten (10) working days. Failure to appeal within ten (10) working days shall be considered a waiver of the grievance.

Step 2.      If the grievance has not been settled, it shall be presented in writing to the Town Manager within three (3) working days after the Department Head's response is due. The Town Manager shall respond to the representative in writing within thirty (30) working days.

Step 3.      If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Town Manager is due, submit the matter to the American Arbitration Association for

arbitration in accordance with the Association's rules and regulations.

Step 3B. Election Forum. Members of the bargaining unit who hold permanent civil service appointments may, in certain instances, be eligible to appeal disciplinary action to the Civil Service Commission pursuant to G.L. c. 30. This applies only to employees with Civil Service appointments hired prior to June 30, 2007. The Union will not process any grievance to arbitration if the unit member has appealed the disciplinary action which is the subject of the grievance to the Civil Service Commission. Each unit member acknowledges that he or she is allowed only one forum in which he/she or the Union may challenge the Town's imposition of discipline. It is the parties' intention that the Town shall not be required to defend a disciplinary action before both the Civil Service Commission and an arbitrator.

Step 4. Arbitration. The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of the Agreement. The decision of the arbitrator shall be final and binding upon the Union, the Employer and the aggrieved party or parties. The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.

Failure to appeal within the time limits specified in the above steps shall be considered a waiver of the grievance.

ARTICLE 8  
SICK LEAVE

Section 1. Each Town employee who sustains injury or illness arising out of his/her employment in the Town service, if said injury or illness is determined by the department head and the Town Manager to be occupational, shall be entitled to receive benefits in accordance with Massachusetts Workers Compensation Law, M.G.L. Chapter 152 for the period of his/her incapacity.

Sick Leave (Occupational) - After the signing of this agreement, each bargaining unit member who sustains injury or illness arising out of their employment with the Town of Tewksbury, and who as a result of filing the required injury reports, is deemed to qualify for Worker's Compensation Benefits by the Town's Insurance provider, shall, be paid the difference between the weekly cash benefits to which he/she would be entitled by Law and his/her regular salary for a term not to exceed twenty one (21) calendar days following the first documented day of his/her disability.

The parties agree that an injured employee shall only be entitled to this benefit for a total of 21 calendar days for the same injury or condition regardless of when the 21 calendar days occur. Accordingly, by way of example, should an employee be absent from work for 7 calendar days for an injury approved pursuant to this provision, return to work and then after returning to work again be absent for the same injury or condition, the employee would only be entitled to a further 14 calendar days of make-up compensation pursuant to this Article.

Section 2. Every employee occupying a full-time or permanent part-time position subject to this contract shall be allowed sick leave with pay for a period equal to the time accumulated as provided by this contract, provided said leave is caused by sickness or injury, exposure to contagious disease, or on account of serious illness of the employee's immediate family. Immediate family shall be defined as: father, mother, spouse, son, daughter and also, if living in the same household, sister, brother, mother-law and father-in-law. Should a department head deny sick leave to take care of a member of the immediate family not mentioned in the above list, the employee may appeal the decision to the Town Manager.

Sick leave allowed under the provisions of the preceding paragraph shall be cumulative at the rate of one and one-quarter (1 ¼) days per month. When absence by reason of sickness or injury is for a period of more than three (3) working days, the department head or Town Manager may require said employee to file a Certificate of Disability, signed by a regular licensed and practicing physician, before the employee shall be entitled to compensation as herein provided. The department head or Town Manager may, however, require the aforementioned certificate for any period less than three (3) working days if she/he deems it to be in the best interest of the department.

The Employer shall not be arbitrary in requiring medical certificates.

Section 3. Starting July 1, 1982, employees who do not use any sick leave during a six (6) month period shall receive (1) one day off with pay. All employees, full time and permanent part time, are to be paid for the number of hours in the shift to be taken off.

The Town agrees that any employee hired after 7-1-88 who reaches the 165 day maximum and uses no more than four (4) days of sick time between July 1<sup>st</sup> of any year and June 30<sup>th</sup> of the following year shall be eligible to convert unused sick days in excess of the 165 maximum accumulated over the limit to vacation days based on the following schedule, commencing after July 1<sup>st</sup> of any fiscal year following the period in which they met the qualifications of the program provided that said employee who may be entitled to this benefit in the succeeding fiscal year notifies his/her department head by January 1<sup>st</sup> of each calendar year, in writing, of his/her election to take the benefit in pay.

Sick Leave Used During Fiscal Year	Sick Leave to be Converted to Vacation or Pay
0	5 days
1	4 days
2	3 days
3	2 days
4	1 day
5	

Section 4. The Union is authorized to establish and administer a sick leave bank for the Union members. The Board and the Union will agree to rules regulating the sick leave bank.

Section 4(a) Article 35 Section G (Art. 8, Section 3 – pay only)

Section 5. The maximum accumulation of sick leave allowed pursuant to this Agreement shall be 165 days for all employees hired on or after July 1, 1988, but unlimited for employees hired prior to July 1, 1988.

Section 6. During any period of injury or absence under Section 1 (Occupational) or Section 2 (Non-Occupational) under the provisions of this Article which includes a period of sixty (60) days, any employee covered by this agreement shall not accrue any further sick leave, vacation, and/or holiday pay benefits until the employee returns to work and has worked his/her work schedule through the last day of the month in which he/she returned to work.

Section 7. Employees must notify the Department prior to the beginning of their shift if they will be absent due to sickness or injury. They must state the time expected to be incapacitated and when they expect to return to work.

ARTICLE 9  
FUNERAL LEAVE

All employees shall be granted funeral leave, not to be deducted from sick leave, for the death of a member of the immediate family normally defined as follows: father, mother, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, and any other relative living in the employee's household. Such absence will not normally exceed three (3) working days. At the discretion of the department head and the Town Manager, two (2) additional days may be granted for exceptional emergency in the immediate family (as defined above) or other compelling personal commitment. Additional leave will be given as follows: two (2) days of funeral leave shall be granted for the death of a significant other, an aunt, uncle, cousin, niece or nephew by birth or marriage.

ARTICLE 10

VACATIONS

SECTION 1. All members of the bargaining unit, other than probationary employees, shall be entitled to an annual vacation leave in accordance with and subject to the following provisions. A probationary employee shall not be entitled to use his/her accrued vacation leave, which will be forfeited if he/she is separated during the probationary period.

a. Vacation Year

The vacation year shall be the period July 1 to June 30 inclusive.

b. Vacation Credits

An employee earns vacation days on a monthly basis commencing with his/her date of hire and subsequent completion of additional years of service according to the following schedule:

COMPLETED SERVICE	ACCRUAL RATE	VACATION EARNED
Monthly rate prior to completion of four years of service	.83 days per month	10 days
Monthly rate prior to completion of nine years of service	1.25 days per month	15 days
Monthly rate prior to completion of nineteen years of service	1.66 days per month	20 days
Monthly rate after completion of nineteen years of service	2.08 days per month	25 days

c. Date of Accumulation

Vacation credits shall accumulate with effect at the end of the final working day of each full month of employment.

SECTION 2. Vacation leave with pay shall not be granted to temporary employees.

SECTION 3. Vacations shall be granted by the department heads at such time as, in their opinion, will cause the least interference with the performance of the regular work of the departments.

SECTION 4. Vacation leave may not be accumulated from one vacation year to another. Accordingly, vacation leave earned in one fiscal year is to be taken in the following fiscal year.

SECTION 5. Upon retirement, resignation, involuntary termination or death, an employee or his/her designated beneficiary shall be paid an amount equal to the vacation allowance which has been earned; provided that no monetary or other allowance has already been made therefore, and provided that no monetary or other allowance shall thereafter be made therefore.

SECTION 6. A bargaining unit member shall be granted an additional day of vacation if while on vacation a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, or Friday.

SECTION 7. When an employee is called into work during his/her vacation he/she shall receive time and one-half (1 ½) for the hours worked in addition to his/her vacation pay.

## ARTICLE 11

### PERSONAL LEAVE

Employees are eligible for two (2) personal day leaves per year, not to be deducted from sick leave. Personal days will be granted by the department head only for reasons of pressing personal business and with reasonable advance notification to and authorization by the department head.

## ARTICLE 12

### TERMINAL LEAVE

The Town of Tewksbury shall pay to any employee who retires or dies while an active employee a portion of his/her accumulated sick leave as terminal leave. In computing the amount of terminal leave to be allowed, the following formula shall be used:

Forty (40) percent of unused accumulated sick leave, to be paid at employee's then basic rate of pay.

Effective July 1, 1988, new employees of the Town who are members of this bargaining unit shall have his/her terminal leave capped at 40% of 165 days of unused accumulated sick leave to be paid at the time of retirement at the rate of the retiree's basic weekly pay.

The Town shall make payment to the employee or the employee's estate in the fiscal year following the calendar year in which the employee gave notice of retirement or died. In the event of extenuating circumstances, the Union may request the Town Manager to pay terminal leave in the year in which the employee retires or dies.

ARTICLE 13  
MILITARY LEAVE

Employees who are called for state or federal military training forces shall be paid any difference in compensation between that drawn in a normal working period of two (2) weeks in their regular Town employment and the total compensation (excluding travel allowance) of the military duty, except that the Town shall pay the employee his/her regular weekly salary and the employee will turn his/her military duty pay over to the Town exclusive of travel allowance.

Such payment shall be limited to a period not to exceed two (2) weeks in any calendar year and shall not include payment to members of the National Guard who may be mobilized during an emergency in the Commonwealth.

A military leave of absence without pay shall be granted to any Town employee call to active duty with the state or federal armed forces for purposes other than the routine annual tour of duty for training purposes; also, seniority rights shall not be affected while this leave of absence is in effect.

## ARTICLE 14

### MATERNITY LEAVE

Section 1. Upon receipt from a member covered by this Agreement of at least four (4) weeks written notice of her anticipated date of departure and intention to return, the Town shall grant a leave of absence without pay for maternity leave up to two (2) months. Additional maternity leave may be granted at the discretion of the department head and the Town Manager.

Section 2. An employee returning from maternity leave shall be returned to the same position or to a level or position substantially the same as that position which she held prior to commencement of her maternity leave. All benefits to which the employee was entitled prior to her leave shall be restored to her; however, none shall have accrued during her maternity leave. Maternity leave shall not operate to deprive an employee of vacation time or step rate adjustments, provided that the employee returns to work following expiration of said maternity leave.

## ARTICLE 15

### JURY DUTY

While on jury duty an employee shall receive an amount equal to the difference between his/her normal compensation and the amount, excluding travel allowance, received from court, except that the Town shall pay the employee his/her regular weekly salary, and the employee will turn his/her jury duty pay over to the Town exclusive of travel allowance.

ARTICLE 16

HOLIDAYS

Employees, excluding Police and Fire Public Safety Dispatchers whose holiday pay is covered exclusively in Article 30: Dispatchers, shall be paid one (1) day at regular straight time pay for all designated holidays listed below. Unless regularly scheduled to work on that day, when an employee is assigned to work or is called into work on a designated holiday, she/he shall receive time and one-half for the hours worked in addition to the holiday pay.

Designated holidays shall be as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
July 4 <sup>th</sup> (Independence Day)	

When a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated on the following Monday

Employees who actually work on holidays shall be paid an additional hour of overtime for each hour worked and employees not scheduled to work on a holiday but who work their schedule for a week in which a holiday occurs shall be granted seven and a half hours or eight hours of holiday pay (regular straight time) depending on their work schedule (37 ½ or 40 hours per week). All benefits throughout this Agreement, such as sick leave, vacation, and holiday benefits, shall be granted on the basis of the employees' normal work week for their position (37 ½ or 40 hours) so that one day equals twenty percent of the work week.

## ARTICLE 17

### SENIORITY

Section 1. Seniority of an employee in a job covered by this agreement, excluding elected Officials and anyone certified in another bargaining unit, shall mean his/her ranking based on length of service. Length of service shall be computed from the first day of full-time employment unless otherwise prescribed by Massachusetts General Laws. The length of service of a permanent part-time employee shall be calculated in proportion to a permanent full-time employee in the same or a similar job title.

The principal of Seniority shall govern and control in all cases of temporary promotion within the bargaining unit, transfer, increase of the work force, as well as preference in assignment to seasonal, temporary, or alternative shift work. Keeping in mind the need to maintain a balanced work force, vacation periods shall be chosen by Seniority.

Section 2. Solely for the purpose of layoff(s) and bumping rights seniority shall be by Department. Bumping rights shall be defined as the ability or action by an employee with the greatest length of service (seniority) to displace any employee with a lesser degree of service (seniority) who was holding a similar or lesser job classification, provided the more senior employee is qualified for such a position by virtue of education, license, certification or experience. Any employee to be laid off shall be given a thirty (30) day notice. A thirty (30) day notice shall also be given to the Union. Employees separated from employment due to lack of work, money or the abolition of their positions shall be separated according to inverse seniority and shall retain recall rights for five (5) years.

The Town shall establish a re-employment list and provide the Union with a copy of said list. The re-employment list shall contain the names of separated employees of the bargaining unit by seniority. Names on the re-employment list shall remain on the list until recalled for employment by the Town or five years have elapsed from the date of the employee's layoff.

Should a vacancy occur for a similar or like position covered by the bargaining unit, the Town shall offer, regardless of department, the position to the qualified separated employee in order of their seniority. Employees on the re-employment list may decline two offers of the re-employment prior to losing all recall rights. Any employee recalled to employment for the Town shall return to the same step of their wage schedule at the time of the layoff and shall have their seniority, sick leave, and vacation and longevity rights restored except for the subtraction of the time they were not employed by the Town. Any employee who is given a layoff notice shall, within fifteen (15) days of the receipt of said notice, notify the Town of their intention to exercise their bumping rights, to seek a demotion, or their inclusion of re-employment list. Any employee accepting a demotion shall file said written consent within fifteen (15) days of being given the separation notice. If any employee accepts a demotion and their former position is recreated or becomes vacant, the demoted employee shall have the right of first refusal to return to their former position without loss of any other rights granted by this agreement.

If a position is abolished as a result of the transfer of functions to another department, any impacted employee may opt to be transferred without loss of any benefits provided by this Agreement, including the maintenance of their former Department seniority status into the transferred department. Any impacted employee shall provide the Town with written consent to such a transfer, within fifteen (15) days of receipt of the separation notice.

This section shall neither diminish nor abolish any or all rights granted by Massachusetts General Laws regarding Civil Service.

## ARTICLE 18

### JOB POSTING AND BIDDING

Section 1. When a position covered by this Agreement becomes vacant and the Town decided to fill it, such vacancy shall be posted in a conspicuous place in all departments, listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) days. Interested employees shall apply in writing within the seven (7) day period. Within a reasonable time and subject to the Employer's judgment of the employee's skill, ability, performance, experience, and interview (interviews will carry the least weight in the decision making process) the Employer will award the position to the most qualified senior applicant.

The successful applicant shall be given a ninety (90) day training period in the new position at the applicable rate of pay. If at the end of the training period it is determined that the employee is not qualified to perform the work, she/he shall be returned to his/her old position and rate.

For salary purposes, when an employee is promoted to a higher grade they will be placed in a step that provides them a higher salary than the grade and step of the former classification prior to the promotion. A promoted employee shall be eligible for a step increase upon original anniversary date and annually thereafter

Section 2. If it is mutually agreed between the parties that no applicant is qualified, the Employer may fill the position from outside the bargaining unit.

## ARTICLE 19

### DISCIPLINARY ACTION

An employee hired after June 30, 2007 against whom the Employer seeks demotion, suspension for more than five days or dismissal for just cause shall receive a written notice from the Employer setting forth the reason(s) for said action and shall be advised of an opportunity to review this matter with the Town Manager or his designee. Said notice and statement of reason(s) for such discipline shall be provided within seven (7) working days prior to the proposed discipline date and the Employee may request a meeting with the Town Manager or his designee to review the matter within the aforesaid seven (7) day period. The employer's final decision shall be in writing and shall be placed in the Employee's personnel file. Appeals of disciplinary matters shall be exclusively prosecuted under the Grievance and Arbitration provisions of this agreement and by no other means.

## ARTICLE 20

### SAFETY AND HEALTH

Section 1. A Safety Committee shall be formed with two (2) members appointed by the Union and two (2) members appointed by the Employer. The Committee will establish a safety code by January 1, 1996. With regards to Public Safety Dispatch, a Safety Committee of two (2) members of the Dispatch Staff shall meet with the Chief of Police as needed by mutual agreement to discuss and make recommendations for improvements regarding general health and safety concerns.

Section 2. When an employee, in an attempt to secure a better job or rating, is required to obtain a special license, the Employer shall allow the use of the equipment to take the examination.

Section 3. To enhance the safety and protection of employees working in the Department of Public Works during emergency-related duties, a minimum of two (2) employees shall be assigned whenever it is possible, especially during operations between dusk and dawn hours. Said employees do not have to be members of the collective bargaining agreement, provided that bargaining unit members who normally perform such duties have been afforded the opportunity to work.

Section 4. When the Employer requires the employee to wear protective clothing to perform certain duties, such clothing will be provided by the Employer to those employees assigned such duties.

Section 5. All Department of Public Works employees with the exception of those working in the Water Treatment Plant and Clerical Staff shall get Hepatitis B shots and the Town will reimburse the employee for their co-pay with a proper receipt.

## ARTICLE 21

### GENERAL

Section 1 After six (6) months from the date of permanent appointment, any employee who has been permanently employed in his or her respective grade classification shall become eligible to advance to the next step after completion of another (12) months of such employment and annually thereafter until she/he reaches Step 6. Step advancement is not mandatory and shall be based on individual merit, not necessarily on the length of service, and shall be subject to the approval of the department head and the Town Manager.

For employees hired on or after July 1, 1988, after six (6) months from the date of permanent appointment, but less than twelve (12) months, the Employee's anniversary date will become July 1 for Step increases until the Employee reaches Step 6. Step advancement is not mandatory and shall be based on individual merit, not necessarily on the length of service, and shall be subject to the approval of the department head and the Town Manager. All increments will be adjusted six (6) months after date of hire and after twelve (12) months rather than linked to July 1 for all new employees. For existing employees the Town will implement the new step system on July 1, 2005 and adjust as necessary rather than linked to an annual July 1 review.

Section 2. A permanent part-time employee shall be defined as follows:

Those employees whose average number of hours worked through one (1) fiscal year shall equal not less than twenty (20) hours per week or twenty-six (26) weeks of forty hours per year.

Before the number of permanent part-time positions are increased in any department, the present permanent part-time employees of that department must be offered the additional available hours up to a maximum (40 or 37 ½) for that position.

Section 3. An employee who is directed to assume full-time responsibility of a higher grade level during the absence of the incumbent for a period of four (4) days or longer, shall be paid the next higher step over their existing step in the replaced employee's grade level. In the case of a permanent full time union employee in a non-supervisory position who is directed to assume full time responsibility of a non-union established supervisor's position during his/her absence shall be paid a minimum of \$1.50 per hour as a part of out-of-grade pay after approval of the Department Head and the Town Manager.

In the absence of a qualified employee, a DPW employee who is properly licensed, and assigned by the supervisor to operate heavy equipment that requires a hoisting license that is outside their pay classification's licensing requirements will be paid for the time spent operating the equipment.

For salary purposes, when an employee is assigned to a higher grade they will be paid in a step that provides them a higher hourly pay than the grade and step of the former classification prior to the assignment.

Section 4. During any period of unpaid leave, no employee shall accrue additional seniority or any other benefits of the Agreement.

Section 5. All new Employees shall serve in a probationary status for a six-month period, beginning upon date of hire. During said probationary period, a new employee shall be subject to discipline, up to and including discharge, without benefit of the Grievance Procedure set forth in this Agreement.

Section 6. Unit members may participate in the Group Supplemental Life Insurance Plan made available to Town employees at no cost to the Town.

## ARTICLE 22

### INDIVIDUAL AGREEMENTS

The Town agrees that it will not enter into any individual or collective written agreements with any employee covered by this Agreement which is contrary to the terms of this Agreement.

## ARTICLE 23

### EXISTING RIGHTS AND PRIVILEGES

All job benefits, rights and privileges provided to the employees are specifically contained in this agreement. There are no other rights, benefits or privileges derived from town personnel by-laws or for employees hired after June 30, 2007 civil service statutes.

## ARTICLE 24

### STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of this Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the Tewksbury Municipal Employees/AFSCME, Local 833 or of the Town to insist in any one or more incident upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Tewksbury Municipal Employees/AFSCME, Local 833 to further performance of any such terms, conditions and the obligations of the Tewksbury Municipal Employees/AFSCME, Local 833 or of the Town to such future performance shall continue in full force and effect.

## ARTICLE 25

### SEPARABILITY

This Agreement is subject to the General Laws of the Commonwealth of Massachusetts and Civil Service regulations which might have priority over collective bargaining agreements.

In the event that any provision of this Agreement, or application thereof, shall be held to be invalid by the proper authorities, this shall not be construed to affect the validity of any other provision, or application thereof, of this Agreement.

## ARTICLE 26

### NO STRIKE CLAUSE

The Union, on its own behalf and on behalf of each of the employees that it represents, hereby agrees that it will not at any time during the term of this Agreement authorize, approve, participate in, or in any way encourage any strike, work stoppage, slowdown or the withholding of services from the Employer, the Town of Tewksbury.

## ARTICLE 27

### LABOR/MANAGEMENT MEETINGS

The Union or the Employer may request labor/management meetings. Upon written request by either party, a meeting shall be held within five (5) days between two (2) representatives of the Union and two (2) representatives of the Employer.

## ARTICLE 28

### LONGEVITY

Section 1. A longevity increment shall be granted to each employee at the completion of each five (5) years of full-time employment.

The increment shall be three (3) percent of the base pay in effect at the completion of five (5) years of continuous full-time employment with the Town of Tewksbury; six (6) percent of the base pay in effect at the completion of ten (10) years of continuous full-time employment with the Town of Tewksbury; nine (9) percent of the base pay in effect at the completion of fifteen (15) years of continuous full-time employment with the Town of Tewksbury; twelve (12) percent of the base pay in effect at the completion of twenty (20) years of continuous full-time employment with the Town of Tewksbury; fifteen (15) percent of the base pay in effect at the completion of twenty-five (25) years of continuous full-time employment with the Town of Tewksbury. The maximum increment shall be received at the completion of twenty-five years of employment.

Section 2. The longevity increment shall in no way be considered as part of the salary rate for Civil Service purposes.

The longevity increment shall be included for all applicable purposes in determining any and all rights under the Middlesex County Retirement Fund.

Section 3. (a) Effective July 1, 1988, any new Employees covered by this Agreement will earn \$500 in longevity pay to be added to the base pay in effect as shown in Appendix A for every five-year increment of continuous service as an employee covered by this bargaining agreement. The maximum longevity pay will be \$2500 per year after the completion of 25 years of continuous service.

(b) Effective July 1, 2005, any Employees hired after July 1, 1988 covered by this Agreement will earn \$1,000.00 in longevity pay to be added to the base pay in effect as shown in Appendix A after a five-year increment of continuous service as an employee covered by this bargaining agreement and then an additional \$500.00 for every five years of continuous service. The maximum longevity pay will be \$3,000.00 per year after the completion of 25 years of continuous service.

## ARTICLE 29

### SALARIES & WAGES

Section 1. The salaries and wages paid to the employees covered by this Agreement shall be in accordance with Appendix A and Appendix B attached hereto and made a part hereof.

Section 2. If the Town purchases a new piece of equipment that requires additional licenses to operate, the Town will pay the cost of obtaining and maintaining the needed licenses for those members the Collective Bargaining Unit assigned to the operation of the equipment

Section 3. A clothing allowance shall be established for all employees required to wear uniform-like clothes. This account shall be maintained on a voucher system setup by the Department head in the amount of two hundred dollars (\$200.00). Motor Equipment Repairmen shall be paid a tool allowance of \$250.00 per year to be paid at the time of the first payroll period of each fiscal year effective at the signing of the contract. . When an Employee has successfully completed their probationary period, their clothing and/or tool allowance will be prorated on a monthly basis to the end of the fiscal year.

Section 4. Provided funds are available, the employee attains prior approval from his/her Department Head, and completes the job related course or exam with a passing grade, the Town shall pay for required courses for certification or re-certification except for heavy equipment licenses.

Provided funds are available the Town will pay for acquiring heavy equipment licenses for DPW employees that are in addition to their required licenses of the individual's job description only if the employee attains prior approval from his/her Department Head, and completes the job related course or exam with a passing grade.

Section 5. The incumbents on December 1, 2000, of the positions: Head Account Clerk (2 employees) in the Department of Public Works, Operations Assistant in the Auditor's Office, Head Account Clerk in the Assessor's Office, Operations Assistant in the Building Department, Operations Assistant in the Treasurer's Office and Operations Assistant in the Assessor's Office and Operations Assistant in the Health Department shall be compensated in accordance with the group to which the positions were assigned on December 1, 2000, on the Wage Grid of Certain Municipal Employees — AFSCME. Once the incumbent of a position listed in this section no longer holds the position, the Town shall compensate the position in accordance with the Classification Schedule for Administrative and Clerical Employees.

ARTICLE 30  
DISPATCHERS

A. Hours of Work

1. Dispatchers are presently assigned to a four days on, two days off work schedule, Head Dispatcher will be assigned to a work schedule of Monday through Friday, 8:00 a.m. to 4:00 p.m. if the number of full-time Dispatchers exceeds nine (9). The regular work day shall consist of eight and one-quarter (8.25) hours, including fifteen (15) minutes before the scheduled shift starting time. No overtime shall be incurred as a result of this fifteen (15) minute period before the scheduled shift. Therefore, the scheduled shifts shall be as follows: 1<sup>st</sup> shift – 7:45 a. m. to 4:00 p. m., 2<sup>nd</sup> shift – 3:45 p. m. to 12 midnight, 3<sup>rd</sup> shift – 11:45 p. m. to 8:00 a. m.

B. Overtime.

1. Overtime shall be paid for hours worked in excess of forty (40) hours in a week. Hours worked shall include authorized leave, including sick leave, vacation days, and personal days. A week shall be as determined under the Town’s usual payroll system.

2. The following holidays shall be considered paid holidays by the Town:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President’s Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
July 4 <sup>th</sup> (Independence Day)	

- A. Dispatchers scheduled to work any of the holidays listed above will do so at their regular rate of compensation. Dispatchers working overtime shifts on any of the holidays listed above will be compensated in the same fashion as all other overtime shifts.
- B. If such paid holiday shall occur while an employee is on occupational injury leave, such employee, nevertheless, shall receive such holiday pay computed at one-fifth (1/5) of his regular compensation.
- C. Whenever an employee ceases to be a member of the Police Department, he/she shall be entitled to all holiday pay accrues to date of termination.
- D. The holiday pay will continue to be paid as has been the past practice on a semi-annual basis in the first week of June (6 holidays) and the first week in December (5 holidays).

3. The Town shall offer overtime in a dispatching position first to a dispatcher. In the event a dispatcher is not available for the assignment, or cannot be contacted in a timely manner, the chief may offer the overtime to another person whose name is on the Department Dispatcher Desk List. This list shall contain the names of such superior officers, reserve dispatchers and police officers that, in the sole opinion of the police chief, are adequately trained to perform dispatching duties.
4. The Town will distribute overtime in a fair and equitable manner. The chief or his designee shall maintain an overtime list on which dispatchers are listed in the order of seniority. When an overtime opportunity arises, the chief shall offer the work to the most senior dispatcher or head dispatcher who is not assigned to work on the shift of the overtime assignment, and shall note the assignment on the list. If the employee declines the assignment, the chief will regard the employee as having worked and shall note the assignment on the list. The chief shall offer the next available assignment to the next most senior dispatcher that has not had an assignment noted on the list.
5. The chief has the authority to order a dispatcher to perform overtime when, in his sole discretion, the needs of the Town warrant such an order. The Chief shall select dispatchers to perform such mandatory overtime assignments on the basis of inverse seniority.

C. Uniforms.

1. The Chief shall prescribe the uniform to be worn by dispatchers. As of July 1, 2007, the Town shall provide by a voucher system the equivalent of six hundred dollars per year (\$600.00/year) for the purchase of uniforms.

D. Call-In.

1. A dispatcher who is called in to work prior to the start of the normal shift shall be paid and credited for purposes of overtime calculation a minimum of two hours. A dispatcher called in to work on a shift the dispatcher is not scheduled to work shall be paid and credited for purposes of overtime calculation a minimum of four hours. If during a work week a dispatcher is out on non-occupational sick leave and a dispatcher is called out on an emergency basis for an unscheduled overtime, then the dispatcher shall be paid at the overtime rate.

E. Training.

1. The Town shall determine the training dispatchers shall receive. Training required by the Town shall be at no cost to the dispatchers.

F. Swaps.

1. Employees covered by this Article with the approval of the Chief or his Deputy may swap shifts.

However, swaps should not result in any change in pay or benefits from what the employees would normally be paid if they actually worked their assigned shift. All swaps should occur within the same pay week.

G. The Town agrees that any employee hired after 7-1-88 who reaches the 165 day maximum and uses no more than four (4) days of sick time between July 1<sup>st</sup> of any year and June 30<sup>th</sup> of the following year shall be eligible to convert unused sick days in excess of the 165 maximum accumulated over the limit to paid days based on the following schedule, commencing after July 1<sup>st</sup> of any fiscal year following the period in which they met the qualifications of the program.

H. Shift Bidding - On the first Sunday in April of every year all Dispatchers on shifts covered by this agreement will be posted in a conspicuous place listing shift positions. The Dispatcher with the most seniority must place his/her shift bid within two (2) days of the posting. The remaining Dispatchers will bid by their position on the seniority list, with each position on the seniority list receiving a day (24 hour period) to bid. The annual shift bid will go into effect no later than the first Sunday in May of each year. It is recognized and agreed that when in the Chief's judgment the good of the Department requires it, he may deny a requested assignment or reassign a Dispatcher, stating the reason in writing to the Dispatcher involved if requested to do so.

The Town and Union agree to the Side Letter in Appendix B.

ARTICLE 31

EVALUATIONS

All employees shall submit to a yearly performance review and evaluation. (See attached Appendix C)

ARTICLE 32

PHYSICAL EXAMINATIONS

All new employees hired after July 1, 1988, shall submit to a full pre-employment physical.

## ARTICLE 33

### TEMPORARY LIGHT DUTY

Section 1. Temporary light duty may be allowed for non-occupational illness or injury, with the written permission of both the employee's and the Town's doctors, and the permission of the Department Head. Refusal of permission by the Department Head shall be neither grievable nor arbitrable.

Section 2. An employee in a limited duty status will not be allowed to work overtime.

## ARTICLE 34

### RESIGNATION/RE-EMPLOYMENT

Permanent employees with a satisfactory record of service who resign their positions may, on their written request, withdraw such resignation within one year from the effective date thereof and be placed upon the re-employment list for consideration for re-employment in the same or comparable classification to the one resigned. The ranking of employees on the list will be based on the same factors used for employees separated from service. The eligibility of all candidates on re-employment lists will expire two years from the date on which they are first added to the list.

ARTICLE 35  
WATER TREATMENT PLANT

- A. Applicability – For employees covered by this article, all wages, benefits and language contained within this article shall supersede and take precedence over all wages, benefits and language contained within the remainder of the collective bargaining agreement and in the case of any conflicts with wages, benefits and language contained within the remainder of the collective bargaining agreement, the wages benefits and language contained within this article shall prevail.
- B. Hours of Work – The Superintendent of Public Works shall designate to the employee and the union at the time of hiring or promotion whether they are covered by this article. Employees shall be assigned to one of the following three shifts. Assignment to a shift will be bid annually during the next fiscal year in accordance with Article 17, Section 1, of this collective bargaining agreement unless there is a need to move a Head Filter Operator from Shift 3 as explained in B.(2). For the 12 hour shift, the first shift will be from 5:00 A.M. to 5:00 P.M. and the second shift will be from 5:00 P.M. to 5:00 A.M.

	M	T	W	T	F	S	S	M	T	W	T	F	S	S
#1	8	12	-	-	12	12	12	-		12	12	-	-	
#2	-	-	12	12	-	-	-	8	12	-	-	12	12	12
#3	13	-	13	-	13	-	-	13	-	13	-	13	-	-

- (1) Employees on shift #1 and #2 are assigned so as to operate the Water Treatment Plant twenty four hours per day throughout the year. Working holidays shall be considered part of the shift operator’s normal schedule if a holiday occurs on the day they are assigned to work. They average 40 hours per week as one week is 36 hours one week and 40 hours plus four hours overtime the other week and then start the schedule over. This assignment shall become the normal work week for those employees. When paid on a weekly basis, they shall be paid for 36 hours one week and 40 hours the second week plus 4 hours overtime.
- (2) Employees assigned to shift #3 work 40 hours each week. The 13 hour shift shall be set as 13 hours and 20 minutes but shall be referred to as a 13 hour shift for simplicity. Starting time shall be set to allow communications between shifts and/or maintenance staff. Initially, any employee designated as Residual Facility Operator/Filter Operator in Training, will be assigned to this shift until the employee is promoted to Head Filter Operator, and whenever there is a Residual Facility Operator/Filter Operator in Training, said Residual Facility Operator/Filter Operator in Training shall be assigned to this shift which will then not be part of the shift bid. The Chief Operating

Engineer may use the Head Filter Operator assigned to operate the sludge facility to cover in the absence of a Head Filter Operator assigned to work. Employees assigned to shift #3 shall not be eligible for overtime until they work 40 hours in one week. In the absence of the Residual Operator/Operator in Training, this assignment may be put on the overtime rotation.

- C. Holidays – Effective June 30, 2006, the Town will pay employees covered by this article 143 straight time hours for the eleven holidays each year and these payment shall be in two equal payments – one the first week of December and the other the first week in June of each fiscal year. However, payments may be prorated on actual time worked each year and not on the basis of any time not employed by the Town or any type of sick leave extending over thirty calendar days. Except for the benefits contained in this paragraph, these employees shall not be entitled to any other Holiday benefits or payments.
- D. Reward Days – Employees who do not use any sick leave during a six (6) month period shall receive one (1) shift off with pay. All employees covered by this Article shall be paid the number of hours in the shift to be taken off.
- E. Personal Days – Employees are eligible for two (2) personal day leaves per year for any purpose with the prior approval of their Department Head not to be deducted from sick leave. A personal day shall be equal to one (1) shift.
- F. SWAPS – Employees covered by this Article with the approval of their Department Head may swap shifts. However, said SWAPS should not result in any change in pay or benefits from what the employees would normally be paid if they actually worked their assigned shifts and all SWAPS should occur in the same pay week.
- G. Sick Leave and Vacation – Employees covered by this article shall be entitled to the same benefits as other employees covered by this collective bargaining agreement and a day shall be equivalent to eight hours.

The Town agrees that any employee hired after 7-1-88 who reaches the 165 day maximum and uses no more than four (4) days of sick time between July 1<sup>st</sup> of any year and June 30<sup>th</sup> of the following year shall be eligible to convert unused sick days in excess of the 165 maximum accumulated over the limit to paid days based on the following schedule, commencing after July 1<sup>st</sup> of any fiscal year following the period in which they met the qualifications of the program.

Sick Leave Used During Fiscal Year	Sick Leave to be Converted to Pay
0	5 days
1	4 days
2	3 days
3	2 days
4	1 day

H. For employees classified as Residual Facility Operator/Filter Operator in Training, Water Machinery Repairman, Chemist, and Head Filter Operators not working on Shift 1 and 2, or 3, they will not receive the same holiday benefits as other employees covered by this article but will be governed by Article 16 for all holiday benefits.

## ARTICLE 36

### DRUG & ALCOHOL POLICY

#### **Introduction/Purpose**

The Town of Tewksbury has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, or possession of an illegal drug in the workplace, and the use, possession, or being under the influence of alcohol also poses unacceptable risks for safe, healthy, and efficient operations.

The Town is obligated to maintain a safe, healthy, and efficient workplace for all of its employees, and to protect the Town's property, information, equipment, operations and reputation.

#### **Prohibited Conduct**

The following on-duty conduct shall constitute an offense under this Article.

- a. The possession, use, transfer, manufacture or sale of any illegal drug.
- b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
- c. Driving under the influence of alcohol or drugs.
- d. Reporting to work with the metabolite of an illegal substance in the body, with a blood alcohol level above 0.02 or impaired by drugs or alcohol.
- e. Distributing alcohol or drugs on town property on or off duty.

#### **Prohibited Drugs**

Prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization also violates this policy and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and/or efficiently. Any questions or doubts should be raised with the Town Administrator.

## **Drug and Alcohol Testing**

1. Employees are required to submit to drug and/or alcohol testing in the following situations:

a. New Hires:

Each new employee will submit to a drug test after an offer of employment has been made and prior to the date of hire.

b. Reasonable Suspicion:

When the Town has reasonable, individualized suspicion to believe that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test. Reasonable suspicion must be based on specific, objective facts and reasonable inferences drawn from those facts.

When: If a supervisor has reason to believe that the employees' behavior or appearance may indicate your misuse of alcohol and/or use of controlled substances, the employer must test for alcohol and/or controlled substances.

Testing for reasonable suspicion is based on:

The observances of a trained supervisor Specific, extemporaneous, clearly-stated observations concerning the employee's appearance, behavior, speech or body odor Observations made for alcohol testing shall be made any time you are at work. Where deemed possible by the first observer, a second observer's opinion will be sought.

Important Points:

- The trained supervisor who makes the observation(s) and determines that reasonable suspicion testing should be done may not conduct the test on the employee. The test should be done within two (2) hours.
- The employer shall prepare and maintain on file a record stating the reasons why the test was not administered within two (2) hours.
- Alcohol testing for reasonable suspicion should be done within two (2) hours of the observation. Alcohol tests that cannot be administered within eight hours of the observation(s) shall not be done, and a record shall be filed as above.
- A written record by the person observing shall be made of the observation(s) leading to an alcohol and/or controlled substance test and signed by such supervisor or management employee so trained who made the observation(s).

c. Post-Incident:

Any employee involved in a serious accident/incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, may be directed by the Town to submit to a drug and/or alcohol test.

d. Failure to Submit to Testing:

A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as Prohibited Conduct.

2. Alcohol Testing Procedures:

The Town will direct the employee to report to the testing site for a blood or breathalyzer test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator. The employee's blood alcohol level shall be reported to the Town immediately.

3. Drug Testing Procedures:

a. Collection:

An employee subject to drug testing will be directed to report to the testing site. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

b. Processing:

Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by Gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

c. Reporting of Results:

The results of a drug or alcohol test will be reported verbally and in writing to the Town Administrator or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

**Positive Results.** Before a positive test is reported to the Town by the testing laboratory, the medical professional who interprets the results (“Medical Review Officer”) will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee’s explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as “negative.” The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee’s cooperation in order to make this determination, the positive result will be reported to the employer.

d. The Testing Laboratory:

**Searches**

The Town has the right to search for alcohol or drugs on Town-owned or controlled premises, including in desks, tool boxes, Town vehicles, lockers, or in other Town-owned or controlled containers on the premises that may conceal substances prohibited by this policy. Employees have no expectation of privacy in such areas.

**Enforcement**

Any employee who violates this Article will be subject to discipline, up to and including discharge from employment.

**Employee Assistance Program**

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program (“EAP”). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee’s participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant’s written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

ARTICLE 37

DURATION

This Agreement shall remain in full force and effect from July 1, 2015, until June 30, 2018, and shall continue in full force and effect from year to year thereafter unless written notice of desire to amend or modify this Agreement is serviced by either party upon the other party at least sixty (60) days prior to expiration thereof.

This Agreement entered into this                      day of                      , 2015.

TOWN OF TEWKSBURY

THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, LOCAL 833, AFL-CIO

By its Board of Selectmen,

By its duly authorized officers,

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## APPENDIX A

Adjust Salary Schedule across the board as follows:

July 1, 2015	-	2.5 % for all steps
July 1, 2016		2.5 % for all steps
July 1, 2017		2.5 % for all steps

Each member employed as of July 1, 2006, but not after July 1, 2012 shall have 3.5% added to their base pay effective 36 months prior to the effective date of their separation from service excluding involuntary termination with just cause. This 3.5% is in addition to any wage increase(s) required by the then contract in effect. If any member is unable to provide 36 months' notice of intent to separate from service due to extenuating circumstances, the town shall provide such 3.5% wage increase retroactively to 36 months prior to the effective date of such member's separation from service excluding involuntary termination with just cause. It is understood that all members will seek to provide the town with 36 months' notice of their expected separation from service excluding involuntary termination with just cause. In no event shall members be entitled to the 3.5% increase for any period of time prior to July 1, 2006.

This 3.5% wage increase is not intended as a retirement bonus. It is to provide members with a reasonable wage increase for FY07. The members have agreed that due to the town's financial issues it shall postpone implementation of the 3.5% increase until 36 months prior to separation from service excluding involuntary termination with just cause of each member employed as of July 1, 2006.



<b>Group 3A</b>	<b>40</b>	45,848	48,510	51,334	54,323	57,492	60,852	63,288
Motor Equipment Repairman		874.97	925.77	979.66	1,036.70	1,097.18	1,161.30	1,207.78
Special HMEO - (SHMEO) to include: Carpenter; mason; Park Maintenance Craftsman; Sweeper Operator; Tree Surgeon; Water & Sewer Maintenance		21.8742	23.1442	24.4914	25.9174	27.4295	29.0325	30.1945
<b>Group 3B</b>	<b>40</b>	47,842	50,666	53,663	56,836	60,202	63,771	66,320
Head Filter Operator		913.01	966.90	1,024.10	1,084.66	1,148.90	1,217.01	1,265.64
SHMEO/Crew Leader		22.8253	24.1726	25.6025	27.1165	28.7225	30.4253	31.6410
<b>Group 4</b>	<b>40</b>	49,834	52,823	55,994	59,353	62,911	66,689	69,355
Chemist - WTP PT/FT		951.04	1,008.08	1,068.58	1,132.68	1,200.60	1,272.68	1,323.56
Electrician		23.7760	25.2020	26.7146	28.3171	30.0150	31.8171	33.0890
Senior Engineer								
Supervisor - Highway/Forestry; Water & Sewer; Fleet Maintenance								
<b>Group 5</b>	<b>40</b>			34,499	37,947	41,764	45,898	47,734
Dispatcher				658.39	724.17	797.02	875.93	910.96
				16.4597	18.1043	19.9254	21.8981	22.7740
<b>Group 6</b>	<b>20</b>	13,886	14,722	15,603	16,539	17,553	18,596	19,339
Drivers		264.99	280.96	297.76	315.64	334.98	354.88	369.06
		13.2497	14.0478	14.8879	15.7819	16.7492	17.7438	18.4529
<b>Group 7</b>	<b>40</b>			41,764	45,890	50,431	55,426	57,644
Head Dispatcher				797.02	875.77	962.42	1,057.75	1,100.08
				19.9254	21.8942	24.0606	26.4436	27.5019

APPENDIX B

Date: April 30, 2015

SIDE LETTER OF AGREEMENT – Public Dispatcher’s Schedule

The AFSCME Union Local 833 and the Town of Tewksbury agree to continue bargaining in good faith the Public Safety Dispatcher work schedule with the goal of finalizing an agreement on the issue on or by August 30, 2015 or a date later if agreed to by both parties.

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Richard A. Montuori, Town Manager  
Town of Tewksbury

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William Blakeney, President  
AFSCME, Local 833

## LIBRARY TITLES TO GROUPINGS

### **GROUP #1 – 37 ½ Hr.**

Sr. Bookkeeper  
Sr. Clerk Secretary  
Sr. Account Clerk  
Library Assistant  
Library Clerical Assistant  
Town/Aide/Insurance Coordinator  
Clerk Typist

### **GROUP 1A – 37 ½ Hr.**

Secretary  
Children's Specialist  
Technology Specialist

### **GROUP #2 – 37 ½ Hr.**

Assistant to Auditor  
Assistant to Assessors  
Head Account Clerk

### **GROUP #2A – 40 Hr.**

Assessors' Property Reviewer

### **GROUP #2 – 40 Hr.**

Rodman  
Dog Officer  
Motor Equipment Operator  
Water Meter Reader  
Building Maintenance Person  
Laborer  
Park Maintenance Man  
Filter Operator

### **GROUP #3 – 40 Hr.**

Water/Sewer Maintenance Craftsman  
Water Machinery Repairman – Water Treatment Plant

Grader Operator

Residual Facility Operator/Filter Operator in Training

Heavy Motor Equipment Operator

Motor Equipment Maintenance Man

Operation Assistant 37 ½ Hr. – 40 Hr.

\*Park Maintenance Craftsmen

Tree Climber

HMEO/Tree Climber

**GROUP 3A – 40 Hr.**

Motor Equipment Repairman

Special Heavy Motor Equipment Operator/Sweeper Operation

Special Heavy Motor Equipment Operator/Mason

Special Heavy Motor Equipment Operator/Water & Sewer Maintenance Craftsman

Special Heavy Motor Equipment Operator/Parks Maintenance Craftsman

Special Heavy Motor Equipment Operator/Carpenter

Special Heavy Motor Equipment Operator/Tree Surgeon

**GROUP 3B – 40 Hr.**

Head Filter Operator

Special Heavy Motor Equipment Operator/Crew Leader

**GROUP 4 – 40 Hr.**

Supervisor

Senior Engineer

\*Chemist – Water Treatment Plan/ Part-Time/Full-Time

Electrician

**GROUP 5 – 40 Hr.**

Public Safety Dispatchers

**GROUP 6 – 40 Hr.**

Medi-Bus Drivers

**GROUP 7 – 40 Hr.**

Head Dispatcher