

**Agreement between the
Town of Needham
and the
Massachusetts Laborers' Public Employees' Council
in behalf of the Needham Building Custodian and Tradesman Independent Association Local
1116 of the Laborers' International Union of North America**

July 1, 2022 through June 30, 2023

and

July 1, 2023 through June 30, 2026

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Agreement

Agreement entered into this first day of July, 2022 through June 30, 2026, between the Town of Needham, hereinafter referred to as the "Town" and Local #1116 of the Laborers' International Union of North America hereinafter referred to collectively as the "Union."

ARTICLE 1 RECOGNITION

Section 1. Recognition/Composition In recognition of the fact that a majority of the employees in the unit described below, in an election conducted by the Massachusetts Labor Relations Commission in Case No. MCR-09-5356, have designated the Union as their bargaining representative on all matters cognizable as subjects of collective bargaining under the provisions of Chapter 763 of the Acts of 1965 of the General Court and any subsequent amendments thereto, the Town recognizes the Union as the exclusive bargaining agent of the employees in the following unit for purposes of collective bargaining with respect to wages, hours and other conditions of employment: all building custodian, warehouse, and maintenance employees, and trades people as depicted on Appendix A, working a minimum of twenty (20) hours per week for a minimum of six (6) consecutive months but excluding the Director of Public Works, Shift Supervisor, part-time or temporary help and all other employees. Temporary employees are defined as employees who are not expected to be employed for more than six consecutive months.

Section 2. Non-Discrimination Neither party will discriminate against any employee or applicant for employment by reason of his/her membership or non-membership in the Union, or by reason of any organization activity on his part not in contravention of any provision of the Agreement, or because of race, sex, age, color, religion, national origin, sexual orientation or disability.

Section 3. This Agreement is a complete agreement between the parties covering all subjects of bargaining for the term hereof.

Section 4. The Town shall not be under obligation to negotiate with the Union any modifications or additions to this Agreement which are to become effective during the term hereof. The Town will impact bargain any unilateral changes not covered by the terms of this Agreement.

Section 5. In any event, that agreements are mutually reached on a voluntary basis, between the Town and the Union, they will be reduced to writing, will be signed by the Town and the Union, and will become an addendum to this Agreement.

Section 6. The Town will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining for this bargaining unit, nor will it make any agreement with any such group for the purpose of undermining the Union, or changing any condition contained in the Agreement.

ARTICLE 2 MEMBERSHIP IN THE UNION

Section 1. Neither the Town nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of the right of self-organization, to form, join or assist any employee organization to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

Section 2. The Union shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.

ARTICLE 3 DUES COLLECTION

Section 1. Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Town shall deduct from earned wages monthly union membership dues required as a condition of acquiring, or retaining, membership in the Union of those employees who individually authorize such deduction in writing on the form attached hereto, made a part hereof and marked, "Appendix B." The Town will remit all sums deducted under such check off authorization to the Treasurer of the Union, together with a list of the employees from whom such dues have been deducted. Such remittance shall be made by the tenth day of the succeeding month.

Section 2. The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article, or in reliance on any assignment furnished by the Town.

Section 3. The Town will incur no liability for loss of dues money after the Union representative receives said money in person from the Town Treasurer.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. The listing of the following specific rights of management is not intended to be in limitation of the rights of the Town, the Town Manager, the Board of Selectmen and the Director of Public Works. Responsibilities which are inherently those of management shall remain such whether or not specifically listed hereafter.

Section 2. Among such Management responsibilities as are vested exclusively in the Town, the Town Manager, the Board of Selectmen and the Director of Public Works are the following: the right to hire, promote, transfer, assign and retain employees in positions 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 reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Department of Public Facilities Operations

Section 3. The Town, the Town Manager, the Board of Selectmen and the Director of Public Works shall have the freedom of action to discharge their responsibility for the operation of the Department of Public Facilities Operations including the scheduling of operations, the methods and materials used in carrying out the function of the Department and the extent to which its own or other facilities and/or personnel shall be used.

ARTICLE 5 CONTINUITY OF EMPLOYMENT

Section 1. Strike Prohibition In consideration of the terms of this Agreement and the legislation which engendered it, the Union and its members, individually and collectively, agree for the term hereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities, directed against the Town of Needham during the term of this Agreement.

Section 2. If the Union disclaims such activities publicly and in writing to the Town, and advises the individuals concerned that the activity is illegal and in violation of this Contract and instructs them to cease such activities, it will not be liable in any way therefore.

Section 3. Employees who participate in any such activities may be disciplined or discharged as the Town in its judgment deems proper; and said discipline shall be final and binding on the parties affected thereby and not subject to arbitration, provided, however, that an issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

Section 4. In connection with any negotiations for a successor agreement held pursuant to Article 28 (Duration of Agreement) said negotiation shall be conducted without the threat of sanctions or strikes by either party and any outstanding differences shall be referred to the mediation, fact-finding or other statutory impasse procedures permitted by law only.

ARTICLE 6 GRIEVANCES

Section 1. For the purpose of this Agreement a grievance shall be defined as: "any complaint by an employee covered by this Agreement that (1) he or she has been subject to a violation, inequitable application or misinterpretation of a specific provision of the Agreement, or (2) he or she has been subject to an unfair or discriminatory act contrary to established policy and practice."

Section 2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time arise, affecting the welfare or working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3. Nothing herein contained will be construed as limiting the rights of any employee having a problem to discuss the matter informally with any appropriate member of the administration and to have the problem adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be

present at such adjustment above level one and to state its views. If the employee so chooses, a representative of the Union may be present at level one.

Section 4. No written communication, other document, or record relating to any grievance, shall be filed in the personnel file maintained by the Town of Needham for any employee involved in presenting such grievance.

Section 5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that no grievance dispute, misunderstanding or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted to the Town under the provision of this Article. It is understood that any grievances pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in negotiations.

Section 6. The employee's grievance must contain the following information:

- (a) A statement of the grievance which cites that part of the Agreement which has been violated, or the circumstances that gave rise to the grievance;
- (b) A statement of remedial action or relief sought;
- (c) Evidence (documentary, if available) to support the grievance; and
- (d) A statement of reasons why the grievant believes that the remedy should be granted.

Section 7. Level One The employee and/or the Union must file the grievance in writing to the Director of Public Works or his or her designee within five (5) working days after the occurrence of the matter which gave rise to the grievance, or the date when the employee should reasonably have had first knowledge of its occurrence, whichever is later, or the matter will be considered resolved. The Director shall make his or her decision within five (5) business days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer will be allowed. In order for the grievance to be considered timely, the Director/designee must sign and date the grievance during the five (5) day period.

Section 8. Level Two Should the employee and/or the Union wish to appeal the decision of the Director of Public Works, he or she, or the Union, shall present the grievance to the Director of Human Resources within five (5) working days after the decision of the Director of Public Works is rendered or due, otherwise the matter will be considered resolved. The Director of Human Resources shall make his or her decision within fifteen (15) business days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer is allowed. In order for the grievance to be considered timely, the Director of Human Resources /designee must sign and date the grievance within the five (5) day period.

Section 9. Level Three Should the grievance remain unsettled, it shall be presented to the Personnel Board within five (5) business days after the decision of the Director of Human Resources is rendered or due, via certified mail, return receipt requested, or signed and dated by the Director of Human Resources /Designee on behalf of the Personnel Board, otherwise the matter will be considered resolved. If, after its own investigation and hearing, the Personnel Board agrees with the decision of

the Director of Human Resources (level Two 2), the Personnel Board will issue a decision within twenty (20) business days of receipt by the Board of the grievance.

- (a) If, after its own investigation and hearing, the Personnel Board disagrees with the decision of the Director of Human Resources, it will convene a meeting of the Joint Resolution Committee (JRC) within fourteen (14) working days after receipt by the Personnel Board of the grievance. The JRC will be comprised of two (2) members of the Personnel Board and the Town Manager.
- (b) The JRC shall make its findings within fourteen (14) working days after being convened. Two affirmative votes of the JRC will be required to overturn the decision of the Director of Human Resources.
- (c) The time-frames in this section may be extended at the agreement of the parties.

Section 10. Level Four Should the grievance remain unsettled, the Union may, by giving written notice to the Town Manager within fifteen (15) business days after the reply of the Personnel Board is rendered or due, submit the grievance to arbitration. If such written notice is not provided within fifteen (15) business days after the reply of the Personnel Board is rendered or due, the matter will be considered to be resolved.

Section 11. If there is a grievance which directly affects a group or class of employees, or is of a general nature, the Union may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve said grievance.

Section 12 . A grievance not initiated within the time specified shall be deemed waived. Failure of the employee filing the grievance to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Town to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 13. The Town will, upon request, provide the Union with copies of any documents in its possession, which may be necessary for the Union to process grievances under the agreement.

ARTICLE 7 ARBITRATION

Section 1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure: the arbitrator is to be mutually selected by the Town and the Union. If the Town and the Union cannot agree, within seven (7) work days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall, within three (3) work days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

Section 2. The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Town and the Union, but each party

shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case. The obligation of the Town to pay shall be limited to the obligation which the Town may legally undertake, and in no event shall any present or future member of any Town Board, its employees or its agents have any personal obligation for payment under the provisions of this contract.

Section 3. The Arbitrator's Award shall be in writing and shall set forth his or her findings of fact with reasoning and conclusions. He or she shall arrive at this decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his or her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Town other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Town and the Union and shall be final and binding upon the Town and the Union, and the employee, or group of employees, who initiated the grievance.

Section 4. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of specific provisions of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Section 5. If mutually agreed between the Town and the Union, arbitration shall be held before the Division of Labor Relations or the American Arbitration Association

ARTICLE 8 HOURS OF WORK AND OVERTIME

Section 1. Work Week The normal work week shall consist of five (5) consecutive eight (8) hour work days within the seven (7) day work week, with an unpaid meal break scheduled near the middle of the shift, wherever possible; except that employees assigned to the evening shift shall be entitled to a half hour paid meal break. The work day for the purpose of this section is a twenty-four (24) hour period beginning with the employee's regular starting time.

Section 2. Establishment of Work Schedules It is recognized that temporary work schedules may be established and altered by the administration to serve the best interests of the Town of Needham. However, there shall be no permanent change in shift times without giving the Union an opportunity to discuss the matter.

Section 3. Work Schedules Unless otherwise noted, the work schedule shall be Monday through Friday as follows:

(a) School Year

CATEGORY	WORK SCHEDULE
High School Day Senior	6:00am - 2:30 pm
School Day Seniors	6:00 am - 2:30 pm
School Day	8:00 am - 4:30 pm

School Evening Senior	4:00 pm - 12:00 am	
School Evening	2:00 pm - 10:00 pm	
Municipal Day	6:30 am - 3:00 pm	
Municipal Evening	2:00 pm - 10:00 pm	
Library Senior	6:30 am - 3:00 pm	
Library Day	7:00 am - 3:30 pm	
Library Evening	3:00 pm - 11:00 pm	
Library Rotation <i>Every 3rd week, staff will not work on Friday but instead staff will work Saturday. Rotate Sunday as overtime.</i>	Friday	8:45am - 5:45pm
	Saturday	8:45am - 5:15pm
	Sunday (Winter)	12:45pm - 7:15pm
	Sunday (Summer)	12:45 pm - 5:15 pm
Trades Positions <i>All Trades shift to Day Hours during the summer</i>	Day	6:00am - 2:30pm
	Night	2:00pm - 10:00pm
	Summer	6:00am - 2:30 pm

(b) December, February & April School Vacation Weeks

CATEGORY	WORK SCHEDULE
Elementary School Evening	7:00 a.m. - 3:30 p.m
High School Day Senior	7:00 a.m. - 3:30 p.m
High School Day	7:00 a.m. - 3:30 p.m
Middle School Day Senior	7:00 a.m. - 3:30 p.m
Middle School Day	7:00 a.m. - 3:30 p.m
Elementary School Day	7:00 a.m. - 3:30 p.m
All others same as section (a)	

(c) Summer Vacation

CATEGORY	WORK SCHEDULE	WORK SPECIFICATION
All Custodians	7:00 a.m. - 3:30 p.m	Except the positions of High School Evening Senior, Town Hall Evening Custodian, Library Evening Custodian & Middle School Evening Senior
Night Shift trades shift	2:00 pm – 10:00 pm	These positions (Electrician, Carpenter, Craftworker, HVAC Technician) will work the day shift during school vacations and summer months

(d) Alternative Shift/Summer

At least one custodian at each school will be assigned a regular shift during summer, December, February, and April school vacation periods of 8:00 a.m. - 4:30 p.m. in order to provide coverage for activities of outside groups taking place within the school or on school grounds, including but not limited to summer school, extended day programs, Park and Recreation programs, and construction or contractor activities.

(e) Meal Period

All of the foregoing weekday shifts include a ½ hour unpaid meal period. The Saturday shifts include a 1 hour unpaid meal period. Evening shifts include a ½ hour paid meal period. Evening shift personnel who are paid for a ½ hour meal period cannot leave the building to which they are assigned for the meal period, including trades personnel who will take their meal period at the site to which they are assigned for the majority of the shift on any given day.

(f) Maintenance (Entire Calendar Year)

7:00 a.m. - 3:30 p.m. (1/2 hour unpaid lunch)

(g) Warehouse Person (Entire Calendar Year)

7:00 a.m. - 3:30 p.m. (1/2 hour unpaid lunch)

(h) The Director of Public Works/designee may authorize a flexible work schedule for Trades staff subject the following conditions:

1. The employee can accomplish all required duties during the adjusted hours without detrimental impact on the productivity of the Division.
2. Clear work objectives and tasks are set.
3. The employee has demonstrated the ability to work productively without direct supervision.
4. The work schedule will be outlined in a Flexible Work Schedule Agreement. The Flexible Work Schedule Agreement will clearly define daily work hours and the length of the adjustment. The Agreement will be reviewed every two months and may be rescinded if it no longer meets the operational needs of the Division.
5. Granting or revoking a Flexible Work Schedule Agreement shall be the sole prerogative of the Director of Public Works/designee and shall not be grievable.
6. Employees will not receive night differential pay if their flexible schedule shift begins before 12:00 p.m.

All second Shift Custodians whose shift begins at 2:00pm shall take their meal break between 5:30pm and 7:00pm. Second shift Custodians whose shift begins at 4:00pm shall take their meal break between 7:30pm and 9:00pm.

Section 4. Overtime Payment Employees will be paid at time and one-half their regular rate of pay for any time worked in excess of forty (40) hours per week. For the purposes of this subsection, time worked shall include all paid leave and shall not include unpaid leave. Subject to necessary approvals, the Town will make arrangements to insure that overtime pay is paid within two (2) weeks after it is earned.

Overtime worked outside of a regular scheduled shift between 11:00 P.M and 7:00 A.M, will be paid at a double time (2 times) the employee's rate of pay.

Section 5. Overtime Assignment It is recognized that the assignment of overtime work is the function of the Town in keeping with its responsibility for meeting its obligations to the citizens of the community. Subject to the requirements of the Town for over-time work, an attempt will be made to assign overtime on an equitable basis to qualified, dependable employees in accordance with their

skills and familiarity with the work as determined by the Town. The Town shall keep records of the overtime worked. Such records shall be made available to the Union for examination during the regular working hours. If volunteers for overtime work are not available, the Town reserves the rights to assign employees to such work.

Section 6. Call Backs An employee who has completed his/her shift for the day and is called to return to work either later that day or earlier the next day, shall receive not less than four (4) hours pay at time and one-half his or her regular hourly rate of pay ("four hour minimum") so long as the call back is not the result of the employee's own negligence. If, however, the employee is advised during his or her shift of the need for his/her services to be extended for the same day (stay late) or to arrive prior to his/her regularly scheduled time on the following work day, no four hour minimum will apply. The employee shall be paid at time and one-half his/her regular hourly rate of pay for the time worked.

Section 7. Compensatory Time Members will be allowed to accrue compensatory time up to 40 hours in a fiscal year within the member's assigned division. Compensatory time will be earned at time and one-half the time worked; an eight (8) hour overtime shift will yield a credit of twelve (12) hours of compensatory time. Time worked by the member in another division, including those funded by enterprise funds, will be paid as overtime.

- (a) Members may only accrue forty (40) hours of compensatory time in a fiscal year. If the member reaches the forty (40) hour maximum cap and elects to use compensatory time bringing his/her balance below the forty (40) hour cap, he/she may again accrue compensatory time up to the forty (40) hour limit per fiscal year. If the member requests and is authorized to earn compensatory time in lieu of overtime payment, and the resulting compensatory time, will put him/her over the forty (40) hour cap, all time worked will be paid as overtime. It is the member's responsibility to know his/her compensatory time balance.
- (b) A member with accrued compensatory time must notify the Director of Public Works in writing, providing proposed use dates, by May 31st of each fiscal year if he or she intends to use the time prior to June 30th of that fiscal year. If the member does not so notify his/her Division Superintendent, the Town will process a buy out of the compensatory time at or prior to the end of the fiscal year. Compensatory time hours will not carry over to the next fiscal year.
- (c) All overtime worked between June 1st and June 30th will be paid as overtime.

Section 8. Coffee Breaks

- (a) All shifts shall have a ten (10) minute coffee break in the middle of each half shift.
- (b) Coffee may be purchased in each school cafeteria between the hours of 10:00 a.m.- 3:00 p.m. All purchases must be in cash. At the High School and Newman, a vending machine is available in the Faculty Dining Room.
- (c) It should be understood that no employee will leave his building or work area without specific authorization from the Shift Supervisor to "pick up" coffee for him or herself or his or her co-workers. It should also be understood that employees in transit between jobs shall not stop at commercial establishments for their coffee break.

Section 9. Assignments/Location/Use of Vehicles Employees assigned to a particular building shall report directly to that building and be ready to start work at the designated time. Employees assigned to the Daley Building shall report directly to that building in the morning. They shall leave for assigned jobs at the time designated. Employees who choose to leave their work areas during their lunch break may do so; but it shall be understood that all tools and equipment shall be made secure and properly safeguarded. In the alternative, the Director of Public Works or his or her designee may designate where employees are to report in the morning and such employees will use their own cars to report there. Any such employees who thereafter, pursuant to authorization, use their cars on Town business during work hours will be compensated at the Town rate per mile for such use. No Town owned vehicle shall be used for private transportation unless express permission is given by the Director of Public Works, or his or her designee. The time of returning to the Daley Building at the end of the day shall be designated by the Director of Public Works. Such provisions shall take into consideration the final time of the employee's shift.

Section 10. Emergency Release

- (a) In the event that appropriate Public Safety officials declare an emergency release and dismiss occupants of the building and all other town personnel during regular working hours, employees must report to the Director of Public Works for reassignment.
- (b) In the event that students and other town personnel are dismissed during regular hours because of inclement weather, employees are required to report to their designated worksites. Employees may not leave the worksite unless so directed by the Director of Public Works.

Section 11. Snow Emergency Standby Program It is understood that as a condition of employment each employee will conform to the overtime requirements in the standby emergency program as designated by the Director of Public Works. The parties agree to discuss the application of the Snow Emergency Standby Program at the end of the snow season.

- (a) Participating employees will be entitled to snow program pay as outlined below. Snow program pay is subject to pro-rata in the event of situations such as, but not limited to, vacation during the snow program period, failure to report, leave of absence, etc.
- (b) Effective FY 2018, members of the bargaining unit involved in the Snow Emergency Standby Program will receive \$400 payable on or about December 15th of the respective Fiscal Year and \$600 payable on or about March 31st of the respective Fiscal Year. The date of commencement and conclusion of the snow program shall be established by the Director of Public Works.

ARTICLE 9 HOLIDAYS

Section 1.

- (a) All regular full-time employees shall receive time off without loss of pay on the following holidays. Sunday holidays shall be celebrated on the following Monday. Saturday holidays shall be celebrated on the preceding Friday.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day/Indigenous Peoples Day (Schools)
Presidents' Day	Veterans Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Section 2. Work on Holidays Employees required to work on such holidays shall be paid at the rate of time and one-half their regular hourly rate of pay for such work, in addition to their holiday pay.

Section 3. Denial of Holiday Pay Holiday pay may be denied an employee who, without excuse satisfactory to the administration, does not work both his regularly scheduled working days before, and after the holiday.

ARTICLE 10 VACATION

Section 1. Eligibility Full-time and part-time employees who have successfully completed the six (6) month probationary period shall be eligible for vacation leave under the provisions of sections 11 through 14 below:

Section 2. Use and Accumulation

- (a) Employees will be credited with their earned vacation leave on the last day of each full calendar month of service, up to their maximum vacation accrual cap
- (b) Employees who are on unpaid leave for more than five (5) days during a calendar month shall not receive credit for that month for the purposes of vacation accrual.
- (c) Vacation leave will be granted as follows:

Length of Continuous Service	Monthly Accrual Rate	Maximum Equivalent to be Accrued	Maximum Carry Over Hours
Less than 5 years	6.67 hours	10 days 80 hours	160 hours
5 through 9 years	10.00 hours	15 days 120 hours	200 hours
10 through 19 years	13.34 hours	20 days 160 hours	240 hours
20 years plus	16.67 hours	25 days 200 hours	280 hours

- (d) Employees may not accrue paid vacation time in excess of their annual accumulation plus ten (10) days (the maximum vacation accrual cap). Once an employee has reached his or her maximum vacation accrual cap, the employee shall cease to accrue vacation time. An employee will resume accrual of vacation under the schedule set forth above when, and to the extent that, his or her total accumulated vacation leave falls below his or her maximum vacation accrual cap.

- (e) Vacation leave accrual rates will be adjusted on the first day of the month in which an employee will be eligible for additional vacation leave. Employees are eligible for additional vacation leave on the 5th, 10th, or 20st anniversary of hire, subject to adjustment in accordance with sub-section (b) above.
- (f) Vacation leave will be available for use on the first day of the month following the month that the vacation was earned and credited to the vacation bank.
- (g) Upon the recommendation of the Director of Public Works, the Town Manager may approve a temporary increase in the maximum vacation accrual cap in extenuating circumstances, when it would be impractical for the employee to take his or her vacation. Such situation shall include, but not be limited to, employee illness, staff turnover, or department workload. Any such increase is subject to a review in six (6) month increments) and may not exceed 80 hours.
- (h) Vacation may be taken at any time during the fiscal year, subject to the approval of the Director of Public Works, provided that departmental vacation schedules obviate the need for temporary increase in staffing.
- (i) Employees will not be charged for a vacation day for a holiday which falls within an approved vacation period.

Section 3. Other Uses of Vacation Leave At the discretion of the Director of Public Works, an employee, whose absence from work due to illness is in excess of the amount of time available in the employee's non-occupational sick leave bank, may be permitted to charge such absence to unused vacation leave allowance earned in the prior year.

Section 4. Vacation leave Credit Allowance for New Employees Upon receipt of written request from the Director of Public Works, the Town Manager, at its sole discretion, may permit vacation eligibility credit of up to three (3) weeks to new employees, based on length of service in previous employment.

Section 5. Employee Termination When an employee leaves Town service for any reason, he or she will be paid an amount equal to the vacation allowance accrued but unused prior to the termination in lieu of vacation leave. The lump sum payment requirement may be waived by the Director of Human Resources in extenuating circumstances.

ARTICLE 11 PERSONAL LEAVE

Effective July 1, 2010, two (2) days of personal leave per year may be used for imperative personal business which could not effectively be conducted outside of normal working hours. Except in cases of emergencies, application for this personal leave will be made to the Director of Public Works 24 hours before the time off is to be taken. In no instance shall this leave be requested in the first or last week of school or to extend a holiday or vacation period. Employees who are hired between July 1 and December 31 shall be granted two (2) personal days for the fiscal year in which they are hired. Employees who are hired between January 1 and March 31 shall be granted one (1) personal day for

the fiscal year in which they are hired. Employees hired between April 1 and June 30 shall not be granted any personal leave for the fiscal year. Personal leave is not cumulative and must be used in the fiscal year in which it is granted.

ARTICLE 12 NON-OCCUPATIONAL SICK LEAVE

Section 1. Eligibility and Amount Employees shall accrue 9.33 hours per month not to exceed 112 hours per year of non-occupational sick leave and regular part-time employees shall accrue a proportionate part thereof in the ratio that their part-time employment bears to full-time employment, for each full calendar month of continuous employment per fiscal year. Members of the bargaining unit on July 1, 2016 will be credited with 14 days of sick leave and will begin accruing sick leave on a monthly basis beginning in July, 2016.

Section 2 - Usage

(a) Sick leave may be used under the following circumstances:

1. When an employee cannot perform his/her duties because of incapacitation caused by personal illness or injury;
2. When the spouse, child, or parent of either the employee or his/her spouse, is ill. In this case, the employee may utilize sick leave up to a maximum of ten (10) days per fiscal year. Sick leave used for qualified and approved family and medical leave in accordance with FMLA is not subject to the ten (10) day limit;
3. When, through exposure to contagious disease, the presence of the employee would jeopardize the health of others;
4. When the employee must undergo treatment or diagnosis of existing medical conditions, such as pregnancy, dialysis treatment, hypertension or radiation/chemical therapy, if such appointments cannot reasonably be scheduled outside normal working hours.

(b) Except as provided in Section 7 below, employees may not use non-occupational sick leave for previously scheduled medical or dental appointments, unless such appointments are made as part of on-going treatment for existing medical conditions. Employees who make appointments for routine medical or dental work must use personal, vacation, or compensatory time if they are absent from work.

Section 3. Notification Non-occupational sick leave shall commence on the date that notification of the employee's sickness, injury or quarantining is given to the Shift Supervisor and the Public Works Administration Office staff by the employee him/herself, or by the employee's family or physician in the case of an emergency. This notification shall be made each day the employee is absent for short-term absences (less than five days). For long-term illnesses (five or more days) the employee will keep the Director of Public Works informed as to his or her expected date of return.

Section 4. Certification of Illness, Injury or Quarantine If the Director of Public Works has reason to believe that an employee may be abusing sick leave, he or she shall investigate and ascertain the validity of any request for non-occupational sick leave made by an employee, and shall approve the same if satisfied as to the validity of the request. A physician's certificate may be required by the Director of Public Works in any case of non-occupational sick leave. If the cause of the sick leave is not substantiated to the satisfaction of the Director of Public Works, the absence will not be paid as non-occupational sick leave.

Section 5 - Sick Leave Bank

(a) Contribution Employees will deposit two (2) days of sick leave per year each July 1 to the Sick Leave Bank which is established for use by qualified members of the bargaining unit who have exhausted their own sick leave and who have a serious illness. If, on July 1st, an employee does not have two (2) days of sick leave to deposit to the Sick Leave Bank, no deposit will be made and the employee will be ineligible for Sick Leave Bank use for that year.

(b) Sick Leave Bank Committee

1. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members: two (2) members shall be designated by the Town Manager to serve at his or her sole discretion and two (2) members shall be designated by the Union. The Sick Leave Bank Committee shall determine the eligibility for use of the Sick Leave Bank and the amount of leave to be granted.
2. The criteria to be used by the Committee in administering the Bank and in determining eligibility and the amount of leave to be granted include:
 - i. adequate medical evidence of personal, serious illness;
 - ii. prior utilization of all eligible sick leave; and
 - iii. length of service in the Town of Needham.
3. The Sick Leave Bank Committee shall review each request for use of sick bank days. The initial grant of sick leave shall not exceed ten (10) days. Upon completion of the ten (10) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. Employees shall be eligible for a maximum of thirty shifts per fiscal year.

(c) Exhausted Sick Bank

If the Sick Bank shall become exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each member of the staff covered by this agreement from his or her sick leave credit.

(d) In order to be eligible for sick leave bank grants, employees must utilize all accumulated leave prior to requesting sick bank leave

(e) Prolonged/Personal Illness

No days may be granted from the Sick Leave Bank for use for any illness other than prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for a member of his or her family, or to supplement workers compensation payments.

(f) Appeals

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

(g) Sick Bank Balance

If, on July 1st of any year, the Sick Leave Bank maintains a balance of 300 days, no employee contribution will be required for that year except as required under Section (c) above.

Section 6. Non-occupational Sick Leave Buy Back An employee who terminates employment with the Town by retirement or disability shall be entitled to a cash payment upon termination at the employee's current rate of pay for twenty-five (25) percent of the non-occupational sick leave credit outstanding at the time of termination. The spouse, duly-designated beneficiary or legal representative of the estate of an employee whose employment with the Town is terminated by death shall be entitled to a cash payment at the employee's rate at the time of termination for twenty-five (25) percent of the non-occupational sick leave credit outstanding at the time of termination. There shall be a 960 hour cap on the number of sick days to be used in calculating the 25% sick leave buy back at retirement. Employees hired on or after January 1, 2009 are ineligible for participation in the non-occupational sick leave buy back program provisions contained in this section.

Section 7. Preventive Leave Each member of the bargaining unit shall be entitled to use from his or her accumulated sick leave a total of eight (8) hours of non-occupational sick leave per fiscal year for previously scheduled preventive care visits to health care providers or dentists.

Section 8. Sick Leave Incentive Program Effective January 1, 2010, each member of the bargaining unit shall be eligible to participate in the Sick Leave Incentive Program. Employees will be provided with a cash payment in accordance with the following table:

January 1 through June 30 of each year		
Sick used (hours)	Sick used (days)	Amount
0-8	Less than or equal to 1	\$200
8.1-23.99	Greater than 1, less than 3	\$100
24	Greater than or equal to 3	\$0

July 1 through December 31 of each year		
Sick used (hours)	Sick used (days)	Amount
0-8	Less than or equal to 1	\$200
8.1-23.99	Greater than 1, less than 3	\$100
24	Greater than or equal to 3	\$0

ARTICLE 13 JURY PAY

The Town 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 or she reports for work on each working day when he or she is excused from such duty before noon. Any employee assigned to the night shift who is released from jury duty before noon will work one half (1/2) of his or her regularly scheduled shift in order to be eligible for compensation under this Article. A certificate setting forth the amount received by such employee for jury pay shall be delivered to the Town by the employee.

ARTICLE 14 BEREAVEMENT LEAVE

- (a) Employees are entitled up to five (5) business days of bereavement leave, per occurrence, for the death of an immediate family member. Immediate family as used herein shall consist of employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law or legal guardian.
- (b) Employees are entitled up to three (3) business days of bereavement leave, per occurrence, when there is a death in the employee's family other than those listed in subsection (a). Examples include; brother-in-law, sister-in-law, aunt, uncle, niece or nephew. Bereavement leave for non-immediate family members may be granted at the recommendation of the Director of Public Works and the approval of the Town Manager/designee.

ARTICLE 15 MILITARY LEAVE

Section 1. Reserve Service A full-time or part-time employee who is a member of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for compulsory military service under orders for a period not to exceed forty (40) days per calendar year; such leave to be with full regular straight-time pay for normally scheduled working hours.

Section 2. Draft Board Appearances and Physicals Military leave of absence with full regular straight-time pay for normally scheduled work hours shall be granted to full-time or regular part-time employees on occasion of their required appearance under orders before armed forces draft board or for physical examinations required by such boards.

Section 3. Active Duty Military leave of absence without pay shall be granted to full-time and regular part-time employees called under orders for active duty with the state or federal armed forces for compulsory service other than the annual reserve routine tour of duty.

Section 4. Notification and Approval Requirements Every employee desiring military leave as provided hereunder shall request it in writing in advance from the Director of Public Works, and such request shall provide written proof from military or selective service officials indicating the date of departure and length of service required.

ARTICLE 16 LEAVE OF ABSENCE

Section 1. At the discretion of the Director of Public Works, members of the bargaining unit who have successfully completed the probationary period may be permitted an unpaid leave of absence of up to two weeks' duration, upon submission of a written request therefore stating the reasons and length of the requested leave.

Section 2. Requests for leaves of absence of longer than two weeks' duration must be submitted in writing and approved in advance by the Town Manager, as well as the Director of Public Works. The written request must state the reasons and length of the requested leave.

Section 3. Employees who are granted unpaid leaves of absence of more than five days in a calendar month shall not be entitled to vacation or sick leave credits for that month. Employees who are granted unpaid leaves of absence of ten (10) or more days shall have their longevity and eligibility dates adjusted by the number of days spent on unpaid leave of absence. Continued employment in Town service will not be guaranteed to an employee after more than thirty (30) days of authorized unpaid leave of absence, except for military leave that is granted in accordance with state and federal law.

ARTICLE 17 GROUP INSURANCE

Employees covered by this Agreement shall be provided an opportunity to join the Town of Needham Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment insurance, group hospitalization and surgical benefits, and extended care benefits for employees and retired employees, and their eligible dependents, with the employee making the same contribution as all other town employees. Admission to the membership in said plan shall be in accordance with the terms and conditions of the contract between the Town and the insurance carrier.

ARTICLE 18 WORKERS' COMPENSATION

Section 1. When a member of the bargaining unit suffers an illness or injury causally related to his/her employment with the Town, he/she shall be provided workers' compensation benefits in accordance with MGL Chapter 152, and pursuant to the following provisions.

Section 2. The Town reserves the right to require the employee to seek initial medical treatment at a medical facility designated by the Town.

Section 3. The Town reserves the right to establish a list of medical providers which employees may use for work-related injuries.

Section 4. Leave and Benefit Accrual

(a) Employees who receive workers' compensation payments for a complete calendar month shall not be entitled to accrue sick leave credits for that month.

- (b) Employees who are on workers' compensation for an entire year will not be eligible for the personal days for that fiscal year.

ARTICLE 19 SAFETY

Section 1. The Town may, from time to time, make reasonable regulation for the safety and health of the employee during their hours of employment. If the Town provides protective clothing and equipment, such clothing and equipment is and at all times shall remain the property of the Town of Needham and employees on termination of employment shall return all such items or make payment in lieu thereof.

Section 2. Protective Clothing

- (a) The Town will provide masks, goggles, gloves, and coveralls for boiler cleaning and the Town will reimburse not more than \$400 toward prescription safety glasses for the employees classified on the BT schedule once every two years, or as needed at the discretion of the Director of Public Works.
- (b) The Town will provide one like-model cold weather coat, in safety color, to each member of the Union who has completed the probationary period. Cold weather coats will be replaced on either 'line of duty' damage or 'fair wear and tear' with the approval of the Director of Public Works. Final approval of the jacket selection will be made by the Director of Public Works after consultation with the Safety and Efficiency Committee.

Section 3. Clothing

- (a) Employees are required to conform to a standard uniform at all times. The uniform shall consist of the following:

Shoes During regular maintenance periods, custodians must wear sneakers, work boots, safety shoes or non-slip sole shoes. During summer vacation while working with floor stripper, custodians must wear work boots as a safety precaution. All maintenance personnel and warehouse personnel must wear work boots at all times unless other footwear is approved in advance by the Director.

Shirts Employees will be provided with five (5) short-sleeved T-shirts or short or long sleeved polo style shirts with the Town of Needham logo annually. The Director shall consult the Union Officers prior to selecting a color for new shirts. Town issued shirts must be worn at all times. Employees may wear long sleeved shirts under approved short sleeved shirts. Shirts shall not have holes, be altered, cut, or frayed.

Sweatshirts The Town will provide one (1) hooded pullover, zippered or crew neck pullover sweatshirt with the Town of Needham logo annually. Sweatshirts shall not have holes, be altered, cut, or frayed.

Shorts From April 1st through October 31st, members of the Union may wear shorts under the conditions set forth below. Failure of employees to adhere to these conditions may result in disciplinary action. The Director of Public Works may require that an employee adhere to the

traditional dress code (as outlined in this Section) if, in his or her sole discretion, an employee's safety may be compromised or his or her professional appearance is diminished.

- i. It is the responsibility of each employee to have appropriate attire available at any given time to execute all duties associated with his or her position.
- ii. All shorts must fit loosely and shall not be of the athletic variety.
- iii. Shorts must not be frayed, have holes, or manufactured rips.
- iv. No cut-offs are permissible.
- v. Navy blue jean shorts or khaki shorts are permissible.
- vi. Shorts may not be more than one inch above the knee.

Outerwear: The shirts, sweatshirts, and/or jackets provided by the Town must be worn and visible at all time.

Section 4. Safety & Efficiency Committee The Town and the Union shall establish a Safety & Efficiency Committee to discuss and recommend safety rules to the Director of Public Works. The committee shall consist of three members appointed by the Director of Public Works, one of whom will be the Assistant Town Manager/Director of Operations or his/her designee, and three members appointed by the Union.

Section 5. ID Badges All members of the bargaining unit will wear identification badges at all times during their work shift. These badges will be provided by the Town at no cost to the employees.

ARTICLE 20 SENIORITY

Section 1. Continuous Service/Probationary Period For the purpose of this Article, seniority shall be considered as the length of an employee's continuous service in the bargaining unit. Continuous service means the most recent period of unbroken service in the bargaining unit, provided that authorized leave of absence, military service or layoff as hereinafter defined shall not be considered a break in continuous service for the purposes of establishing a seniority rating. The first six (6) months of employment, exclusive of any approved leave or absence due to work-related injury exceeding two weeks shall be considered a probationary period during which the employee serves at the sole discretion of the Town. With the agreement of the Union, the Director of Public Works may extend the probationary period for a maximum of six additional months.

Section 2. Job Vacancies When a position covered by this agreement becomes vacant, the Town will post the vacancy for at least five (5) working days, and will make its selection from among the qualified candidates. Seniority will be the determining factor in the selection, when, in the judgment of the Director, all other relevant factors, including, but not limited to, skill, ability, efficiency, training, potential, and the impact on the overall efficiency of the department, are equal. If there are no qualified candidates from within the bargaining unit, the Town may fill the vacancy from outside the bargaining unit. In making the determination that bargaining unit members are not qualified, the Town will not act in an arbitrary or capricious manner.

Section 3. Out of Classification Pay In any case when an employee is qualified for and is temporarily required to serve in and accept the responsibility for work in higher class of position, such

employee shall receive the entrance rate of the class or one step above his/her present rate, whichever is higher, while so assigned after the third day. The higher rate will be paid retroactive to the first day in the temporary assignment. An employee may be temporarily assigned to work in any position of the same or lower class grade without loss of pay.

Section 4. Loss of Seniority An employee shall lose his or her seniority for the following reasons:

- (a) He or she quits Town employment.
- (b) He or she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- (c) He or she is absent for two consecutive working days without notifying the Town. Exceptions may be made only with the consent of the Town. After such absence, the Town will send written notification to the employee at his or her last known address that he/she has lost his/her seniority, and that his/her employment has been terminated. If the disposition made of a complaint or a grievance arising out of such termination of employment is not settled satisfactorily to the employee, the matter may be referred to arbitration as provided in the grievance procedure.
- (d) If he or she does not return to work when recalled from layoff, as set forth in the recall procedure, exceptions shall be made only with the consent of the Town.
- (e) Failure to return from sick leave and leave of absence will be treated the same as (c) above.
- (f) He or she retires.

Section 5. Seniority List The Town shall furnish the Union with an up-to-date seniority list for each classification within sixty (60) days after the completion of negotiations. Unless the Town is advised by the Union to the contrary within thirty (30) calendar days, this list will be presumed to be correct for purposes of the Agreement.

Section 6. Pre-employment/Other Physicals Before any individual is hired by the Town, he or she shall satisfactorily pass a pre-employment physical examination, to be administered without charge to the individual by a physician designated by the Town. This requirement is applicable to individuals employed for, or transferred to, full-time jobs. During the term of this Agreement, such other physical examination as may be required by the Town in connection with the continued employment of any employee shall be administered without charge to the employee.

Section 7. Public Health The Town will offer adult occupational immunizations recommended for Massachusetts Teachers by the Massachusetts Department of Public Health at no charge to the employee.

Section 8. Seniority/Lay-Off In the event that it becomes necessary to layoff employees, the principle of seniority shall control within classifications. The least senior employee in the job classification affected by the layoff shall be the first laid off. Senior custodians and general

maintenance staff due to be laid off shall have the right to bump custodians having less seniority. In the event of multiple layoffs, the actual assignment of bumping employees shall be determined by negotiations. Until such negotiations are completed, the actual assignment of bumping employees shall be determined on the basis of the criteria outlined in Section 2. of this Article. The Town will give thirty-days (30) notice prior to implementing the layoffs in order to allow for negotiations. An employee who chooses to invoke his or her "bumping rights" must notify the Town Manager in writing within five (5) calendar days of notice of contemplated layoff.

ARTICLE 21 UNION BUSINESS

Section 1. Union Notices Union notices may be posted on bulletin boards designated for this purpose in each building if such notice is signed by an authorized representative of the Union. Copies of all such notices shall be limited to presenting factual data and in no event shall contain inflammatory language.

Section 2. Grievance Processing Union business, including the processing of grievances, shall take place on the non-working time of the employees involved. However, if grievances are processed during the employees' working hours by the request of the Town, the employee or representative shall suffer no loss of pay.

Section 3. Town Premises The representative of the Union shall be permitted to enter the premises of the Town at reasonable hours, when necessary to investigate existing grievances after obtaining approval of the Director of Public Works and Director of Human Resources, and such approval shall not be unreasonably denied. The Union agrees that care will be exercised by such union representative.

Section 4. Union Officers The Union shall provide a written list of its officers, and of its union representatives, and their alternates, immediately following their designation; the Union shall notify the Town of any change in such list during the term thereof. There shall be no requirement on the part of the Town to recognize any such officer, representative, or alternate representative, until notice of official designation has been delivered to the Town.

Section 5. Union Conventions Up to two (2) elected delegates of the Needham Building Custodian and Tradesman Independent Association Local 1116, upon written request, may be granted not more than five (5) days' leave to attend official conventions of the Massachusetts Laborers' Public Employees' Council Local 1116 of the Laborers' International Union of North America, without loss of pay and all costs associated with this Section shall be paid by the employee and not the Town.

ARTICLE 22 PERSONNEL RECORDS

Section 1. A copy of any official statement concerning an employee made by a member of management or designated supervisor which is to be retained by the Town in the employee's personnel file, shall be shown to the employee who shall certify that she/he has read it. This notation may be made on the same form or on a separate document.

Section 2. If the employee refuses to sign a statement, the supervisor or other person in whose presence the employee reads the statement or report shall certify that the report was read by the employee and that the employee refused to sign the statement acknowledging this fact.

Section 3. If the employee is not available (due to illness or other absence) at the time the statement or report is prepared, a member of the management or supervisor shall file the statement or report to the employee at the time of the filing, but the employee shall be given the opportunity to read the report as soon as s/he is available thereafter.

Section 4. The employee shall be permitted to make a written comment or explanation to any such report and the employee's written statement shall be filed with the related record. The employee's comment shall not be filed if it contains remarks about any other individual or individuals.

ARTICLE 23 SEPARABILITY AND SAVINGS

Section 1. If any article or section of this Agreement, or any riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if the compliance with, or enforcement of, any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

Section 2. In the event that any article or section is held invalid, or enforcement of, or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of the invalidity or restraint.

ARTICLE 24 CLASSIFICATION PLAN AND PAY RATES

Section 1. Overtime Rates The hourly rate of pay for overtime work shall be one and one-half (1/2) times the hourly rate set forth herein.

Section 2. Night Shift Differential All custodians and trades personnel regularly assigned to the night shift (any shift beginning at 2:00 p.m. or later and/or ending at 6:00 a.m. or earlier) will receive a differential of \$1.25 per hour (\$1.50 effective July 1, 2024) over and above their regular rate of pay for all hours worked on that shift. The differential will apply to vacation, holiday and sick pay and will be paid for any period when a regularly scheduled night shift employee is assigned to another shift.

Section 3. Longevity

- (a) Full-time employees are eligible for longevity pay at the rate of \$200 per year for every five (5) years of continuous service in the Town of Needham. This will be paid in a lump sum on or about the anniversary of the employee's date of hire.
- (b) Transition Years- Employees shall be eligible for longevity pay on the July 1st of the fiscal year in which the 5th, 10th, etc. anniversary occurs, subject to pro-ration based on the number of months of continuous service as of July 1st. The employee will be paid the balance between the full amount and the pro-rated amount on the applicable anniversary date.

Section 4. Compensation Plan Employees shall be classified and compensated in accordance with the terms of this Agreement. Incorporated into this Agreement and attached thereto as Appendix C is the Compensation Plan.

Section 5. Satisfactory Performance Step Increases

- (a) Performance step increases occur when an employee meets all the criteria established through the annual performance evaluation as evidenced by a satisfactory performance review.
- (b) Satisfactory performance step increases shall be granted on the anniversary of the date of hire or the adjusted step date. Members of the bargaining unit on July 1, 1997 will continue to receive step increases on July 1, as applicable.
- (c) Progression through the rate ranges are neither mandatory nor automatic, but shall be subject to the approval of the Director of Public Works who will not act in an arbitrary and capricious manner in making his or her decision. Such decision shall be subject to the grievance and arbitration provisions of this Agreement.
- (d) The date that satisfactory performance step raises are granted may be adjusted by events such as promotion, reclassification, and unpaid leave as indicated in this agreement.
- (e) Should an employee be denied a step rate increase upon the review of his performance by the Director of Public Works, the employee shall be informed by the Director of Public Works in writing of the reason, and reasons, for such denial.

Section 6. Promotion Employees who are promoted to a position of higher grade shall enter the new position at the minimum rate of the higher position's compensation range or the step rate in the higher position's compensation range immediately above their rate prior to promotion, whichever is higher. The effective date of the promotion becomes the employee's new anniversary date for the purpose of future satisfactory performance step increases. Upon the request of the Director of Public Works, the Town Manager may approve an additional increase of one or more steps at the time of promotion if warranted by the employee's qualifications and performance.

Section 7. Transfer An employee who transfers to a position of equal grade shall enter the new position at the same step as his/her prior position, and shall retain the same step date for the purposes

of future satisfactory performance step increases. Upon the request of the Director of Public Works, the Town Manager may approve an additional increase of one or more steps at the time of the transfer if warranted by the employee's qualifications and past performance. If one or more steps are granted by the Town Manager, the date of transfer shall become the employee's step date for the purposes of future satisfactory performance step increases.

Section 8. Reclassification For the purposes of this section, a reclassification shall be defined as a change in the title or compensation level resulting from the change in duties of the incumbent. When any position is reclassified within the Compensation Schedules, the incumbent in that position at the time of reclassification shall be paid at the minimum rate of the higher position's compensation range or the step rate in the higher position's compensation immediately above their rate prior to reclassification, whichever is higher. The effective date of the reclassification becomes the employee's new anniversary date for the purposes of future satisfactory performance step increases. Upon the request of the Director of Public Works, the Town Manager may approve an additional increase of one or more steps at the time of reclassification if warranted by the employee's qualifications and performance.

Section 9. Entrance Rate Newly hired employees will begin employment at Step 1 unless otherwise recommended by the Director of Public Works and approved by the Town Manager, whose decision shall not be grievable.

Section 10. Merit

(a) Merit Step Increase

At the written request of the Director of Public Works, the Town Manager may grant an additional step or steps at the conclusion of the probationary period or at the time of the annual performance review if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department. The date of the additional step or steps shall become the employee's anniversary date for the purposes of future satisfactory performance step increases.

(b) Merit Bonus

At the written request of the Director of Public Works, the Town Manager may grant a one-time Merit Bonus in an amount not to exceed \$1,800 per fiscal year if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department.

(c) Merit Raise

At the written request of the Director of Public Works, the Town Manager may grant a merit increase in an amount not to exceed 3 percent in any one year or ten percent over the duration of employment, if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department. Approved merit raises shall only be granted to employees who have been at maximum for at least one year. The most recent merit raise may be rescinded by the Director of Public Works if, for at least two (2) consecutive years, the employee receives a rating of satisfactory or unsatisfactory on 25% of the evaluation criteria on the Custodial Evaluation Form or Trades Group Evaluation Form. If this form is

subsequently revised, the Town and the Union agree to negotiate a new standard regarding the continuation of a Merit Raise. Merit raises in place for more than five (5) years may not be rescinded.

- (d) All of the provisions listed above shall be subject to sufficient appropriation. If the Town Manager approves a request in accordance with this article, the he/she will endeavor to secure funding if funding is not available in the appropriate departmental budget.
- (e) The provisions of this section are not subject to the grievance or arbitration procedures contained in this Agreement.
- (f) At the request of the Union, the Human Resources Department will provide the Union with a report of Merit awards granted under this section.

Section 11. Critical Title Retention and Recruitment Payment

- (a) The Town Manager may declare certain positions as critical recruitment and retention titles for a given year.
- (b) A one-time payment may be paid out to employees in critical recruitment and retention titles for that year.
- (c) The determination as to whether to declare a title as a critical recruitment or retention title is the sole prerogative of the Town Manager and shall not be grievable.

Section 12. License Stipend Employees who maintain any of the below licensure will receive an annual stipend, paid weekly, in the corresponding amount below. Employees may only be permitted to receive a stipend for one license at any time.

Construction Supervisor's License:	\$3,500
Journeyman Plumber's License:	\$3,500
Master Plumber's License:	\$3,500 (\$4,500 effective July 1, 2024)
Journeyman Electrician's License:	\$3,500
Master Electrician's License:	\$3,500 (\$4,500 effective July 1, 2024)
Refrigerant Technician License <u>or</u>	
Boiler Operator's license <u>or</u>	
Oil Burner's License <u>or</u>	
Sheet Metal License:	\$3,500

Section 13. Special Senior Custodian Stipend Employees classified as "Senior Custodian 2" as of the signing of this Agreement and night senior custodians working in large facilities with contract cleaning services and/or as determined by the Director of Public Works will receive an annual stipend in the amount of \$1,000, paid weekly (\$1,500 effective July 1, 2024).

ARTICLE 25 PERFORMANCE EVALUATION

Section 1. A performance evaluation procedure shall be established which is reasonably related to the employee's job duties and performance.

Section 2. For employees hired before July 1, 1997, the evaluation period shall be from July 1 to June 30, and all efforts will be made to complete the evaluation prior to July 1st.

Section 3. The evaluator for custodians, maintenance personnel and the Warehouse Person will be the Director of Public Works or his or her designee. When developing the performance evaluation for custodians, the Director of Public Works or his or her designee will consult with the appropriate Senior Custodian prior to completing the evaluation. The evaluator for the Trades Group will be the Director of Public Works.

Section 4. The employee will receive a copy of each evaluation for his or her signature. The employee shall be allowed to submit written comment to the evaluation within ten (10) days of receipt of the evaluation.

Section 5. Should the employee fail to meet the required standard of performance; disciplinary action may occur.

ARTICLE 26 EDUCATIONAL REIMBURSEMENT

The Town of Needham Education Reimbursement Policy (Benefit Administration #501) dated July 1, 2018 and as from time to time amended is hereby incorporated by reference.

ARTICLE 27 MISCELLANEOUS PROVISIONS

Section 1. Town Vehicle Use Incorporated herein by reference and considered an integral part thereof is the Town of Needham Municipal Vehicle Use Policy dated March 11, 1997 and any revisions thereto. It is agreed that any disciplinary action taken by the Town in accordance with the Town Vehicle Use Policy will be for just cause. The Town may conduct periodic motor vehicle license checks for all members to verify that each member of the bargaining unit that is required to operate or may operate a town owed motor vehicle has an active drivers' license in good standing. It shall be the responsibility of the employee to notify the Town if anytime the employee license is suspended, revoke or otherwise prevents the employee from driving without an active license. The Town will work with employees whose license becomes inactive to find work that does not require driving. If no such work is available the employee will be either charged his/her available vacation or personal time and/or be placed on leave of absence without pay.

All members of the Union who are authorized to operate a Town vehicle acknowledge that the vehicle they operate may be equipped with a GPS tracking device. The GPS tracking device will allow the Town to monitor the vehicle for geographic location, speed, hours of operation and other related data relevant to the vehicle's utilization for the purpose of maintaining the orderly and efficient operations of the Town. This information shall not be used for disciplinary purposes against members of the Union, absent a violation of federal, state or local law. Tampering with any GPS tracking equipment is expressly prohibited by this policy and may subject an employee to disciplinary action by the Town.

Section 2. Cafeteria Plan The Town shall institute a so called “cafeteria plan” in compliance with state law and the Internal Revenue Code. The parties agree that any reasonably incurred administrative expenses will be paid by those employees participating in said plan. The Town, at its sole option, may terminate said cafeteria plan on a Town-wide basis, with 60 days' notice.

Section 3. Trades Group Committee The Union may form a committee consisting of members of the Trades Group (Carpenter, Plumber, Electrician, HVAC Technician and Craftsman), the Union President and Union Representative for the purpose of addressing any Trades Group issues. The parties agree that the creation of this committee does not create any bargaining obligation which does not already exist.

Section 4. Workplace Violence Incorporated herein by reference and considered an integral part thereof is the Town of Needham Workplace Violence Policy dated March 19, 2003.

Section 5. Drug and Alcohol Testing Incorporated herein by reference and considered an integral part thereof is the Town of Needham Public Works Department “General Policy Regarding Drugs and Alcohol in the Workplace.” The random drug testing requirements set forth in Section 2.3 of the General Policy Regarding Drugs and Alcohol in the Workplace in Appendix D shall apply only to members of the bargaining unit hired after July 1, 2005. Members of the bargaining unit hired prior to July 1, 2005 shall be subject to all other provisions of the policy including pre-employment, reasonable suspicion, post incident and follow-up testing. Said random drug testing requirements will apply to all members of the bargaining unit whose responsibilities include driving municipal vehicles regardless of date of hire, when and if the Town adopts a similar random drug testing requirement for non-represented drivers.

Section 6. Incorporated herein by reference and considered an integral part thereof is the Town of Needham Sexual Harassment Policy dated June 2018 and the Town of Needham Harassment of Individuals in Protected Classes Policy dated June 2018, or any revision thereto.

Section 7. Light Duty

- (a) An employee who is unable to return to full duty status after a work-related or non-work-related injury may return to work on a light duty status consistent with any restrictions provided by a physician and in accordance with the provisions set forth below.
- (b) Each physician who administers an examination under this procedure shall be provided by the Town with a detailed analysis of the physical requirements of the light duty tasks proposed, and shall be asked to make a determination of the fitness of the examined employee to perform the specific physical requirements of each light duty task. Each physician shall be asked to specify which, if any, light duty tasks the examined employee is not capable of performing.
- (c) In the event that an employee is assigned to light duty, such light duty shall not interfere with on-going medical treatment.

(d) Light duty assignments shall be limited to two (2) month increments unless an extension is otherwise approved in advance by the Director of Public Works.

(e) Light duty tasks shall be determined by the Director of Public Works.

(f) Employees on light duty status shall be ineligible for overtime assignments.

Section 8. Mandatory Direct Deposit The Town is authorized to require all members of the Union to sign up for direct deposit effective June 1, 2016. The only exception to this requirement is current employees who are not already on direct deposit as of May 1, 2016. Current employees who are on direct deposit as of May 1, 2016 may not change from direct deposit status. All employees hired after June 1, 2016 shall be subject to the mandatory direct deposit requirement. Nothing in this section shall limit the rights of the Town to make changes to the direct deposit program in accordance with legislation adopted by the Commonwealth.

Section 9. Electronic Time Keeping System The Town agrees to consult with the Union prior to implementing an electronic time keeping system.

Section 10. Background Checks The Town and the Union agree to comply with Chapter 77 of the Acts of 2013 (Senate 1839) wherein, effective July 1, 2013, employees who may have direct and unmonitored contact with children must be fingerprinted and the fingerprints must be submitted for a national criminal background check. The cost of fingerprinting will be borne by the employee.

Section 11. Needham Police Department Building Security Policy The Town and the Union agree to comply with the Needham Police Department Building Security Policy dated July 1, 2014, as amended, which requires custodians and maintenance workers who are permanently assigned to the police department be subjected to a background investigation which includes a fingerprint based CORI check.

ARTICLE 28 DURATION OF AGREEMENT

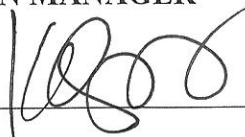
Section 1. Subject to the rights of reopen described below, this Agreement shall continue in full force and effect until midnight June 30, 2026 and shall terminate automatically upon that date. Should either, or both, parties desire to negotiate a new collective agreement for the succeeding year, such party or parties, shall, between January 1, 2026 and February 1, 2026, give notice in writing to the other party.

Section 2. Upon receipt of such notice, the parties shall make mutually satisfactory agreements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this Article shall preclude either the Town or the Union from modifying any proposals made during the course of the negotiations.

Section 3. This is a complete agreement between the parties covering the period from July 1, 2022, to June 30, 2026.

IN WITNESS WHEREOF the parties have caused these present to be signed and delivered by their duly authorized representative as of the day and year first below written.

TOWN MANAGER

 2-13-2024

TOWN OF NEEDHAM

MB Cooley
Team: Team
Hess' Lp

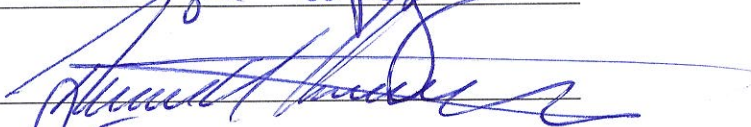
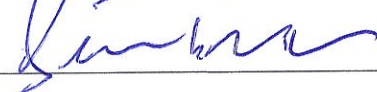


Date: 2-13-2024

Approved as to Form:

 3-7-24
Town Counsel/Date

LOCAL #1116, Laborers' International
Union of North America in behalf of
Building Custodian and Tradesman
Independent Association


Angel Lopez

Stuart Thomas


Date: 2-6-24

Appendix A
Classification Plan
(through June 30, 2022)

<u>Title</u>	<u>Grade</u>
Carpenter	BT-4
Electrician	BT-4
HVAC Technician	BT-4
Plumber	BT-4
Craftsworker	BT-2
Glazer/Craftsperson	BT-2
Warehouse Person	BT-1
Senior Custodian 2	BC-3
Senior Custodian 1	BC-2
Custodian	BC-1

Classification Plan
(Effective July 1, 2022)

Such classification changes shall be implemented in accordance with Article 24, Section 8

<u>Title</u>	<u>Grade</u>
Carpenter	B7
Electrician	B7
HVAC Technician	B7
Plumber	B7
Craftsworker (Building Maintenance)	B4
Senior Custodian	B3
Park Ranger	B2
Custodian	B2

Appendix C
Authorization for Payroll Deduction

By _____
Name of Employee

By _____
Name of Employee

Effective _____, I hereby request and authorize you to deduct from my earnings each month, the amount of \$ _____. This amount shall be paid to the Treasurer of Local No. 1116, and represents payment of my Agency (circle one): DUES or FEES

These deductions may be terminated by me by giving you a sixty (60) days written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

Appendix B Classification Plan

FY2023 - Effective July 1, 2022

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
B7	\$30.25	\$31.53	\$32.85	\$34.18	\$35.46	\$36.70	\$37.90	\$39.04	\$39.94	\$40.83
B6	\$28.81	\$30.03	\$31.27	\$32.53	\$33.75	\$34.94	\$36.07	\$37.15	\$38.01	\$38.90
B5	\$27.43	\$28.59	\$29.77	\$30.98	\$32.14	\$33.26	\$34.34	\$35.37	\$36.19	\$37.05
B4	\$25.86	\$26.96	\$28.08	\$29.22	\$30.31	\$31.37	\$32.39	\$33.36	\$34.13	\$34.91
B3	\$23.50	\$24.50	\$25.52	\$26.55	\$27.54	\$28.51	\$29.44	\$30.32	\$31.02	\$31.73
B2	\$21.36	\$22.27	\$23.20	\$24.14	\$25.05	\$25.93	\$26.77	\$27.57	\$28.21	\$28.85
B1	No Positions									

FY2023 -(Second Shift) Effective July 1, 2022

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
B7	\$31.50	\$32.78	\$34.10	\$35.43	\$36.71	\$37.95	\$39.15	\$40.29	\$41.19	\$42.08
B6	\$30.06	\$31.28	\$32.52	\$33.78	\$35.00	\$36.19	\$37.32	\$38.40	\$39.26	\$40.15
B5	\$28.68	\$29.84	\$31.02	\$32.23	\$33.39	\$34.51	\$35.59	\$36.62	\$37.44	\$38.30
B4	\$27.11	\$28.21	\$29.33	\$30.47	\$31.56	\$32.62	\$33.64	\$34.61	\$35.38	\$36.16
B3	\$24.75	\$25.75	\$26.77	\$27.80	\$28.79	\$29.76	\$30.69	\$31.57	\$32.27	\$32.98
B2	\$22.61	\$23.52	\$24.45	\$25.39	\$26.30	\$27.18	\$28.02	\$28.82	\$29.46	\$30.10
B1	No Positions									

FY2024 - Effective July 1, 2023

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
B7	\$31.01	\$32.32	\$33.67	\$35.03	\$36.35	\$37.62	\$38.85	\$40.02	\$40.94	\$41.85
B6	\$29.53	\$30.78	\$32.05	\$33.34	\$34.59	\$35.81	\$36.97	\$38.08	\$38.96	\$39.87
B5	\$28.12	\$29.30	\$30.51	\$31.75	\$32.94	\$34.09	\$35.20	\$36.25	\$37.09	\$37.98
B4	\$26.51	\$27.63	\$28.78	\$29.95	\$31.07	\$32.15	\$33.20	\$34.19	\$34.98	\$35.78
B3	\$24.09	\$25.11	\$26.16	\$27.21	\$28.23	\$29.22	\$30.18	\$31.08	\$31.80	\$32.52
B2	\$21.89	\$22.83	\$23.78	\$24.74	\$25.68	\$26.58	\$27.44	\$28.26	\$28.92	\$29.57
B1	No Positions									

FY2024 -(Second Shift) Effective July 1, 2023

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
B7	\$32.26	\$33.57	\$34.92	\$36.28	\$37.60	\$38.87	\$40.10	\$41.27	\$42.19	\$43.10
B6	\$30.78	\$32.03	\$33.30	\$34.59	\$35.84	\$37.06	\$38.22	\$39.33	\$40.21	\$41.12
B5	\$29.37	\$30.55	\$31.76	\$33.00	\$34.19	\$35.34	\$36.45	\$37.50	\$38.34	\$39.23
B4	\$27.76	\$28.88	\$30.03	\$31.20	\$32.32	\$33.40	\$34.45	\$35.44	\$36.23	\$37.03
B3	\$25.34	\$26.36	\$27.41	\$28.46	\$29.48	\$30.47	\$31.43	\$32.33	\$33.05	\$33.77
B2	\$23.14	\$24.08	\$25.03	\$25.99	\$26.93	\$27.83	\$28.69	\$29.51	\$30.17	\$30.82
B1	No Positions									

FY2025 - Effective July 1, 2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
B7	\$31.94	\$33.29	\$34.68	\$36.08	\$37.44	\$38.75	\$40.02	\$41.22	\$42.17	\$43.11
B6	\$30.42	\$31.70	\$33.01	\$34.34	\$35.63	\$36.88	\$38.08	\$39.22	\$40.13	\$41.07
B5	\$28.96	\$30.18	\$31.43	\$32.70	\$33.93	\$35.11	\$36.26	\$37.34	\$38.20	\$39.12
B4	\$27.31	\$28.46	\$29.64	\$30.85	\$32.00	\$33.11	\$34.20	\$35.22	\$36.03	\$36.85
B3	\$24.81	\$25.86	\$26.94	\$28.03	\$29.08	\$30.10	\$31.09	\$32.01	\$32.75	\$33.50
B2	\$22.55	\$23.51	\$24.49	\$25.48	\$26.45	\$27.38	\$28.26	\$29.11	\$29.79	\$30.46
B1	No Positions									

FY2025 -(Second Shift) Effective July 1, 2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
B7	\$33.44	\$34.79	\$36.18	\$37.58	\$38.94	\$40.25	\$41.52	\$42.72	\$43.67	\$44.61
B6	\$31.92	\$33.20	\$34.51	\$35.84	\$37.13	\$38.38	\$39.58	\$40.72	\$41.63	\$42.57
B5	\$30.46	\$31.68	\$32.93	\$34.20	\$35.43	\$36.61	\$37.76	\$38.84	\$39.70	\$40.62
B4	\$28.81	\$29.96	\$31.14	\$32.35	\$33.50	\$34.61	\$35.70	\$36.72	\$37.53	\$38.35
B3	\$26.31	\$27.36	\$28.44	\$29.53	\$30.58	\$31.60	\$32.59	\$33.51	\$34.25	\$35.00
B2	\$24.05	\$25.01	\$25.99	\$26.98	\$27.95	\$28.88	\$29.76	\$30.61	\$31.29	\$31.96
B1	No Positions									

FY2026 - Effective July 1, 2025

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
B7	\$33.06	\$34.46	\$35.89	\$37.34	\$38.75	\$40.11	\$41.42	\$42.66	\$43.65	\$44.62
B6	\$31.48	\$32.81	\$34.17	\$35.54	\$36.88	\$38.17	\$39.41	\$40.59	\$41.53	\$42.51
B5	\$29.97	\$31.24	\$32.53	\$33.84	\$35.12	\$36.34	\$37.53	\$38.65	\$39.54	\$40.49
B4	\$28.27	\$29.46	\$30.68	\$31.93	\$33.12	\$34.27	\$35.40	\$36.45	\$37.29	\$38.14
B3	\$25.68	\$26.77	\$27.88	\$29.01	\$30.10	\$31.15	\$32.18	\$33.13	\$33.90	\$34.67
B2	\$23.34	\$24.33	\$25.35	\$26.37	\$27.38	\$28.34	\$29.25	\$30.13	\$30.83	\$31.53
B1	No Positions									

FY2026 -(Second Shift) Effective July 1, 2025

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
B7	\$34.56	\$35.96	\$37.39	\$38.84	\$40.25	\$41.61	\$42.92	\$44.16	\$45.15	\$46.12
B6	\$32.98	\$34.31	\$35.67	\$37.04	\$38.38	\$39.67	\$40.91	\$42.09	\$43.03	\$44.01
B5	\$31.47	\$32.74	\$34.03	\$35.34	\$36.62	\$37.84	\$39.03	\$40.15	\$41.04	\$41.99
B4	\$29.77	\$30.96	\$32.18	\$33.43	\$34.62	\$35.77	\$36.90	\$37.95	\$38.79	\$39.64
B3	\$27.18	\$28.27	\$29.38	\$30.51	\$31.60	\$32.65	\$33.68	\$34.63	\$35.40	\$36.17
B2	\$24.84	\$25.83	\$26.85	\$27.87	\$28.88	\$29.84	\$30.75	\$31.63	\$32.33	\$33.03
B1	No Positions									

Appendix D
GENERAL POLICY REGARDING DRUGS AND ALCOHOL IN THE WORKPLACE
Public Works Operations Department/LIUNA Local 1116
July 1, 2005

1.0. Policy Statement

- 1.1. The Town of Needham firmly believes that the use of illegal drugs and misuse of legal drugs, including alcohol, is a source of danger in the workplace and a threat to the Town's goal of maintaining a productive and safe work environment. The Town of Needham discourages users of illegal drugs and mis-users of legal drugs, including alcohol, from seeking employment with the Town and encourages very forcefully the rehabilitation of such persons already in its employ.
- 1.2. Employees of the Town of Needham are visible and active members of the communities where they live and work. They are inescapably identified with the Town and are expected to represent it in a responsible and creditable fashion. While the Town of Needham has no intention of intruding into the private lives of its employees, the Town does expect employees to report for work in a condition to perform their duties. The Town recognizes that employee off-the-job as well as on-the-job involvement with drugs and alcohol can have an impact on the workplace and on our ability to accomplish our goal of providing an alcohol and drug-free environment.
- 1.3. In accordance with the Federal Drug Free Workplace Act, the illegal use, sale or possession of narcotics, drugs or controlled substances while on the job or on Town property is an offense warranting disciplinary action up to and including termination.
- 1.4. Employees who are under the influence of drugs or alcohol, either on the job or when reporting for work, or who possess, consume, or otherwise use alcohol or drugs during work hours, have the potential for interfering with their own as well as their co-workers safe and efficient job performance. Consistent with Town practice, such conditions will be proper cause for disciplinary action up to and including termination of employment. For the purposes of this policy, "under the influence of alcohol or drugs" shall mean the presence of a .04 blood alcohol content or a verified positive drug test, at levels specified by the National Institute of Drug Abuse (NIDA).
- 1.5. Employees are expected to follow any directions of their health care provider concerning prescription medications, and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of any testing or screening as to any drugs or medicine being taken.
- 1.6. Any employee, while on Town property or during the employee's work shift, including without limitation all breaks and meal periods, consumes or uses, or is found to have in his or her personal possession, in his or her locker or desk or other such repository, alcohol or drugs, which are not medically authorized, or is found to have used or to be using such alcohol or drugs, will be suspended immediately pending further investigation. If use or possession is substantiated, appropriate action may include discipline, up to and including termination as deemed necessary.

- 1.7. The Town of Needham is committed to the treatment and rehabilitation of employees with alcohol and controlled substance misuse problems, and encourages employees to come forward voluntarily and seek assistance for those problems prior to and after implementation of the testing program.
- 1.8. If at any time an employee volunteers to enter a chemical dependency program, he/she will enter without fear of disciplinary action being taken against him/her as a result of seeking treatment. Such a program is designed to provide care and treatment to employees who are in need of rehabilitation. Details concerning the treatment any employee receives at this program shall remain confidential and shall not be released to the public.

2.0 Types of Tests

2.0.1. Pre-employment

All applicants for employment in the bargaining unit are subject to screening for improper use of alcohol or controlled substances.

2.0.4. Reasonable Suspicion

Reasonable suspicion tests will be conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or drug misuse. If an employee's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test will be conducted. Reasonable suspicion testing may only be conducted after consultation with the Director of Public Works or his/her designee. Examples of reasonable suspicion include:

- 2.0.2.1. Observable phenomena, such as direct observation of on-duty alcohol use or possession and/or direct observation of on-duty use or possession of illegal drugs, and/or the on-duty display of behaviors which appear to be indicative of the use of any illegal drug or alcohol, and are not attributable to other factors;
- 2.0.2.2. A pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to, frequent absenteeism, excessive tardiness, or frequent accidents, not attributable to other factors and which appear to be related to drug and/or alcohol abuse; and/or
- 2.0.2.2. Arrest, indictment, or conviction for a drug-related offense.

2.0.3. Random Testing

Fifty percent (50%) of the bargaining unit will be subject to random, unannounced testing for illegal drugs and twenty-five percent (25%) of the bargaining unit will be subject to random, unannounced testing for alcohol on an annual basis. The Town will disclose to the Union the random testing mechanism used by its contracted vendor. Any test which it is determined not to have been conducted on a random basis will be deemed to be a negative result.

- 2.0.4. Return to Duty and Follow-up Return to Duty tests will be conducted when an individual who has violated the prohibited alcohol or drug standards returns to work. Follow-up tests are unannounced, and at least three (3) tests will be conducted in the first 12 months after an employee returns to duty.

3.0 Conducting Tests

3.1 Alcohol Testing

Alcohol testing will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

3.2 Drug Screening

Drug tests will consist of screening for five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP), and amphetamines. Drug screening using urinalysis will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

4.0 Refusal to Participate

Any refusal to participate in any of the types of alcohol and or drug tests authorized in this policy will be treated as indicative of a positive result.

5.0 Consequences of Alcohol/Drug Misuse

5.1 Members of the bargaining unit who engage in prohibited alcohol or drug conduct (that is, who test positive for alcohol use greater than 0.04 or drug use) will not be allowed to return to the workplace. Probationary employees will be terminated immediately. Non-probationary employees will be offered an opportunity for rehabilitation in accordance with Section 5.2 and 5.3. Non-probationary employees who choose not to avail themselves of this rehabilitation opportunity will be terminated immediately.

5.2 Employees who wish to continue employment with the Town of Needham must be evaluated by a substance abuse professional and comply with any treatment recommendations to assist them with an alcohol or drug problem. The payment for any recommended treatment will be strictly at the expense of the employee (or his/her health insurance program, if applicable). Employees will be placed on non-occupational sick leave or leave without pay status during the treatment period, whichever is appropriate.

5.3. Employees who have been evaluated by a substance abuse professional who comply with any recommended treatment, who have taken a return to duty test with a result less than 0.02, and who are then subject to unannounced follow-up tests, may return to work.

5.4. Employees who have returned to work under these conditions and who subsequently test positive for alcohol or drugs in accordance with this policy during the next five years will be terminated immediately.

5.5. Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment or an equivalent position. Employee assignments during treatment shall be based on each individual's circumstances. As a condition of employment, the employee must comply with prescribed follow-up care.

6.0. Information/Training

- 6.1. All current and new employees will receive written information about the testing requirements and how and where they may receive assistance for alcohol or drug misuse. All employees must receive a copy of this policy and sign a Confirmation of Receipt.
- 6.2. All supervisory and management personnel in the Public Works Operations Department will receive at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing. Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy.
- 6.3. Educational information will be made available periodically which will focus on the potentially dangerous effects of drug and alcohol use and abuse, the procedures associated with pre-employment drug screening and "reasonable suspicion" testing, the effects on job performance measured in loss of productivity, and the potential safety hazards presented to the individual employee, other employees and the public.
- 6.4. All recruitment advertising will include the statement "drug/alcohol screening is a condition of employment" at the bottom of the advertisement/posting with the EEO statement.
- 6.5. All final candidates for employment will be given a copy of this policy, and be given the opportunity to read the policy in its entirety.