

AGREEMENT

between the TOWN OF DOVER

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

on behalf of

**PUBLIC EMPLOYEES LOCAL UNION 1116 OF THE LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA, AFL-CIO**

Highway, Park & Recreation, and Building Maintenance Departments

JULY 1, 2019 - JUNE 30, 2022

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE.....	3
ARTICLE I. INTENT AND PURPOSE OF AGREEMENT.....	3
ARTICLE II. RECOGNITION.....	3
ARTICLE III. MANAGEMENT RIGHTS	4
ARTICLE IV. NON-DISCRIMINATION.....	4
ARTICLE V. NO STRIKES.....	5
ARTICLE VI. HOURS OF WORK, WAGES AND OVERTIME.....	5
ARTICLE VII. SENIORITY AND PROBATIONARY PERIOD.....	6
ARTICLE VIII. STANDARDS OF CONDUCT	7
ARTICLE IX. LONGEVITY.....	8
ARTICLE X. VACATIONS.....	8
ARTICLE XI. HOLIDAYS.....	9
ARTICLE XII. EMPLOYEE BENEFITS.....	10
ARTICLE XIII. LICENSES, EQUIPMENT AND UNIFORMS.....	12
ARTICLE XIV. VACANCIES AND POSTING.....	13
ARTICLE XV. GRIEVANCE PROCEDURES.....	13
ARTICLE XVI. UNION DUES AND AGENCY SERVICE FEE.....	14
ARTICLE XVII. VEHICLE OPERATION.	15
ARTICLE XVIII. STABILITY OF AGREEMENT.....	15
ARTICLE XIX. DURATION, TERMINATION OR CHANGE OF AGREEMENT	15
ARTICLE XX. PREPARATION OF CONTRACT	16
EXHIBIT A Classification and Pay Plan.....	17
EXHIBIT B Family and Medical Leave Policy.....	19
EXHIBIT C Drug and Alcohol Screening Policy.....	22

PREAMBLE

This Agreement is made and entered into this 3rd day of October, 2019, by and between the Town of Dover, hereinafter called the "Town" and the Massachusetts Laborers' District Council in behalf of Public Employees' Local 1116, Laborers' International Union of North America, AFL-CIO, hereinafter called the "Union."

ARTICLE I.

INTENT AND PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to set forth in writing and in their entirety those matters involving wages, benefits, hours of work, the resolution of grievances, and other terms and conditions of employment which were or could have been the subject of negotiations between the Town and the Union during the term of this Agreement.

The parties mutually desire to foster and maintain an amicable and harmonious relationship, to provide for the efficient, professional, courteous, citizen-focused, and progressive service to the public, and to promote harmony and cooperation between the Town and the employees in the bargaining unit described in Article II. The Town and the Union therefore dedicate themselves to the establishment of an understanding and recognition of mutual issues and the resolution of differences.

ARTICLE II.

RECOGNITION

The Town recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of work and other conditions of employment for all permanent full-time and regularly scheduled part-time Highway employees of the Town of Dover (hereinafter referred to as covered employees):

All regular full-time and part-time employees of the Town of Dover Highway, Park & Recreation and Building Maintenance Departments employed in the following classifications: senior custodian, working foreman, heavy equipment operator/assistant mechanic, master mechanic, heavy equipment operator/groundskeeper, and transfer station operator; but excluding all managerial, confidential, temporary, casual and seasonal employees, and all other employees of the Town of Dover.

ARTICLE III.

MANAGEMENT RIGHTS

The Board of Selectmen is the chief executive authority of the Town with specific rights, powers and duties under federal, state and local laws, statutes, rules and regulations. Nothing in this Agreement shall diminish such rights, powers or duties, and the Board of Selectmen may delegate specific authority, rights, powers and duties to the Town Administrator.

In addition, except as specifically and directly modified by express language in a specific provision of this Agreement, the Town retains the exclusive right to manage its operations and its employees, and retains all rights and powers whether or not specifically mentioned in this Agreement or exercised previously, including without limitation, the right and power to: hire, train, classify, evaluate, promote, lay off, assign, transfer; make any pay deduction for absence or failure to perform work, suspend, demote, discharge and discipline employees for cause; direct and schedule the work force; determine qualifications and competence; determine the number of steps and eligibility for any instep wage increases; determine work responsibilities and the extent to which work will be performed by members of the bargaining unit or subcontractors; schedule or determine when overtime shall be worked; install, move or remove equipment; determine the methods, procedures, materials and operations to be used or discontinue their use; establish standards, rules and regulations; and introduce new programs and policies.

The Union acknowledges that during the negotiations that resulted in this Agreement, it had the unlimited right to make demands and proposals with respect to any mandatory or permissive subject of bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement, and during the term of this Agreement, the Union hereby waives any right to bargain over the change in any practice not expressly provided for in this Agreement.

ARTICLE IV.

NON-DISCRIMINATION

Except to the extent that this Agreement contains a specific provision to the contrary, neither the Town nor the Union will discriminate in any way against any covered employee in the Town of Dover for his/her activity or decision to refrain from activity in the Union. No employee shall engage during work hours, or when acting in the capacity as a covered employee, in any political activity or communicate any personal judgments regarding the Town's officials, employees, or policies.

The Town and the Union agree that neither party will discriminate in any way against any covered employee in the Town of Dover because of race, color, sex, national origin, religious creed, age, ancestry, physical or mental disability, sexual orientation, or veteran status, or other status protected by state or federal law. Further, the Town and the Union agree that the obligations of the Town within this Agreement are incidental to the Town's and the Union's obligations of reasonable accommodation under the Americans with Disabilities Act and M.G.L. c. 15 IB.

ARTICLE V.

NO STRIKES

Neither the Union nor any covered employee shall engage in, induce or encourage any strike, picketing, work stoppage, "sick out," slow down or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, picketing, work stoppage, "sick out," slow down or withholding of services including overtime services; and in the event that any employee or group of employees engage in any such activity, the Union will disavow such activity and will use all reasonable means to terminate such activity and induce the employee or group of employees to return to work.

ARTICLE VI.

HOURS OF WORK, WAGES AND OVERTIME

Section 1. Full-time employees are defined as working a regular schedule of forty (40) hours per week. Part-time employees are defined as working a regular schedule of twenty (20) or more but less than forty (40) hours per week. All covered employees working more than six hours in a day will be permitted a one-half (1/2) hour unpaid meal period.

Section 2. Each covered employee shall promptly and accurately record the start and end of his or her shift using the time cards and/or time clock provided by the Town.

Section 3. Covered employees' wages shall be determined in accordance with the attached exhibit "A." The rate for each position classification is divided up into steps. The Town may hire a new employee at any rate at or above the minimum rate within the employee's position classification. It is the responsibility of the department head to determine yearly whether each covered employee is eligible for a step increase, dependent upon the employee's overall performance. An employee who is aggrieved by the department head's decision that the employee is not eligible for an annual step increase may, within ten days after receiving notice of the department head's decision, submit a written appeal of the decision to a Review Panel. The written appeal shall detail the reasons that the employee believes that the decision is in error. The Review Panel shall consist of three members as follows: one shall be appointed by the Board of Selectmen for a term of one year; one shall be appointed by the Dover Personnel Board for a term of one year; and one shall be a member of the bargaining unit. The bargaining unit member, and one bargaining unit member who shall serve as an alternate in the event that the first bargaining unit member's performance is the subject of an appeal, shall not be the Steward and shall be elected by the employees for a term of one year. The Review Panel may not alter or amend the employee's performance review as prepared by the department head, but shall, within thirty (30) days of receipt of the employee's appeal, conduct an independent written review of the employee's performance and shall issue a written, final and binding determination, by majority vote of the Review Panel, of the employee's eligibility for the annual step increase as provided under this section. In no event shall a dispute concerning an employee's eligibility for an annual step increase, or this Review Panel process, be subject to the arbitration procedures in Step 3 of the Grievance Procedures set forth in Article XV of this Agreement.

Section 4. The Town agrees that all hours and any portion thereof worked in excess of eight (8) in a day, or in excess of forty (40) in a week, but not both, will be paid at the rate of one and one-half (1½) times the covered employee's regular rate of pay. Employees assigned to work overtime on a Sunday shall be paid at the rate of two (2) times his or her regular rate of pay (double time) for work performed on a Sunday. Overtime work must be pre-authorized by the department head. The Town may make overtime mandatory in its sole discretion. Nothing in this Article shall restrict the Employer in using temporary, seasonal and regular part-time employees.

Section 5. A covered employee who is recalled for work before beginning or after completing his or her scheduled work time will be paid a minimum of six (6) hours pay unless the callback time overlaps with the employee's scheduled work time; if the callback time overlaps with the employee's scheduled work time then the employee will be paid only for those hours worked outside the scheduled work time. The parties recognize that premium pay under the parties' collective bargaining agreement applies only to time actually worked in excess of eight (8) hours in a day or forty (40) hours in a week, but not both (so-called "overtime"). Therefore, this minimum six (6) hours callback pay shall be at the employee's regular rate of pay unless the employee actually works overtime as the result of the callback, and in that case, the employee will be paid the greater of the six (6) hours callback pay at the employee's regular rate or the time actually worked at the applicable premium rate.

Section 5A. All covered employees will be paid at the rate of two (2) times his or her regular rate of pay (double time) for snow and ice removal time worked between 12:01 a.m. and 11:59 p.m. on a Sunday. If a covered employee performs snow and ice removal work on a Sunday holiday, the employee will be paid double time under this Article VI, section 5(a), or Article XI, section 5, but not both. The Union expressly agrees to waive any right to grieve or arbitrate any claim alleging failure to pay double time except as expressly provided in the Agreement.

Section 6. The parties agree that employees who respond to a fire or ambulance alarm shall be paid at the hourly rate established for the Dover Fire Department for time actually spent on the call. Nothing in this Agreement shall in any way infringe upon Management's right to determine that a member of the bargaining unit may not respond to any particular alarm or alarms.

ARTICLE VII.

SENIORITY AND PROBATIONARY PERIOD

Section 1. Seniority shall be defined as continuous length of actual active employment as a covered employee in the Town of Dover. In the event that the Town determines that two individuals who have applied for a vacant or new position are equally qualified in all material regards, the Town will consider seniority within the bargaining unit as a factor in the selection process. In the event of a reduction in force, the Town will consider seniority within the bargaining unit as a factor in selecting employee(s) for layoff if the Town determines that two or more individuals are equally qualified in all material regards.

Section 2. Each person who is hired as a new employee and each covered employee who is promoted, transferred into a different position within the bargaining unit after the effective date of this Agreement shall serve a six (6) month probationary period which shall begin on the first day of full-time employment in the position, however, employees transferred into a different bargaining unit position with the same job title and classification shall not be subject to this probationary period in the new position. At any time during this probationary period, a new employee may be removed, discharged or dismissed for any reason whatsoever and any such action shall not be subject to the grievance procedure of this Agreement. At any time during this probationary period, a promoted or transferred employee may be returned to his or her former position and any such action shall not be subject to the grievance procedure of this Agreement. No person hired as a new employee shall accumulate seniority until the expiration of his or her probationary period. At the expiration of the probationary period, employees shall be deemed to have seniority dating back to the first day of actual active employment.

ARTICLE VIII.

STANDARDS OF CONDUCT

The Town and the Union agree that certain standards regarding town employee behavior are necessary for the efficient operation of Town government and for the benefit and protection of the rights and safety of employees and the community. The Union agrees on behalf of itself and each employee covered hereby that in general, covered employees shall comply with safety and health regulations, perform tasks in an efficient and business-like manner, wear appropriate clothing, and maintain cleanliness and orderliness in work areas.

The Town and the Union also agree that conduct that interferes with government operations, brings discredit to the Town, or is offensive will not be tolerated. Some examples of conduct that is cause for disciplinary action, up to and including discharge, shall include as examples, but is not intended to be limited to, the following:

- a) Incompetence or inefficiency in performing assigned duties;
- b) Refusal to perform a reasonable amount of work or violation of any reasonable official order to failure to carry out any lawful and reasonable directions made by a proper supervisor;
- c) Habitual tardiness or absence from duty;
- d) Falsification of time sheets;
- e) Use or possession of illegal narcotics or alcohol while on duty;
- f) Misuse or unauthorized use of Town property;
- g) Fraud in securing appointment;
- h) Disclosure of confidential information;
- i) Abuse of sick leave or absence without leave;
- j) Violation of safety rules, practices and policies;
- k) Engaging in sexual or other harassment or unlawful discrimination;
- l) Violation of any obligation under this Agreement;
- m) Dishonesty, theft, misuse of property, falsifying reports or records, obtaining confidential information not essential to your job, misuse of information;
- n) The possession, sale or use or misuse of a controlled substance other than use of a drug as prescribed by a physician;

- o) Reporting for work or conducting Town business while under the influence of controlled substances or alcohol;
- p) The possession or consumption of alcoholic beverages on Town property;
- q) Smoking in Town buildings or vehicles;
- r) Disruptive behavior including profanity, abusive language, or assault;
- s) The unauthorized possession of firearms or other weapons on Town property;
- t) Gambling on Town property;
- u) Failure to comply with the Town's personnel policies and procedures (provided that the parties have engaged in impact bargaining over any changes during the term of this agreement to the personnel policy or procedure at issue; and provided that this Agreement will control if any there is a conflict between this Agreement and the personnel policy or procedure at issue);
- v) Insubordination;
- w) Any situation or instance of such seriousness that the Town determines disciplinary action is warranted.

"Cause" shall be defined as any ground asserted in good faith which is not arbitrary, irrational, unreasonable or irrelevant to the town's task of ensuring efficient management of the town operations.

Prior to taking disciplinary action against an employee, the department head will, when practicable, meet with the employee and discuss the incident or matter in question.

ARTICLE IX.

LONGEVITY

After five (5) full years of continuous service to the Town, each covered employee shall be paid an annual longevity amount equal to forty dollars (\$40.00) per annum for each completed year of service. Longevity pay shall be paid in one lump sum during the month of June to each employee entitled to receive longevity pay. Should separation occur prior to June, longevity pay shall be prorated and distributed at the time of separation.

ARTICLE X.

VACATIONS

Section 1. Full-time and part-time employees shall earn vacation time upon the completion of each month of continuous service in accordance with the following schedule:

- (a) For the first year of service: .833 days per month
- (b) For one - five years: .833 days per month

- (c) For more than five - ten years: 1.25 days per month
- (d) For more than ten - twenty years: 1.667 days per month
- (e) After twenty years: 1.667 days per month plus .0833 days per month for each additional year of service

Section 2. A covered employee is not eligible to use any accrued vacation leave until after completing his or her probationary period. A covered employee who has completed his or her probationary period may, subject to the approval of the department head, borrow against vacation time to be earned in the future, up to the employee's maximum accrual for that year of service. The employee will not accrue any vacation balance until the borrowed vacation time has been repaid to the Employer as the employee earns vacation time in accordance with Section 1 of Article X. Upon the employee's termination for any reason, any remaining balance of borrowed vacation time will be deducted from the employee's final paycheck as an advance payment of wages, and the Employer shall reserve the right to recover any further remaining balance through other available processes.

Section 3. Vacation leave shall be authorized by department heads at such time, in the opinion of the department head, as to cause the least interference with the performance of regular work of the Town. Covered employees are expected to give a minimum of two weeks' notice of a vacation request to his or her department head. Vacation leave requests will not be unreasonably denied.

Section 4. Covered employees may, with prior written approval of the department head, carry over seven (7) vacation days into the following fiscal year.

ARTICLE XI.

HOLIDAYS

Section 1. The following holidays shall be recognized by the Town on the day on which they are legally observed by the Commonwealth of Massachusetts:

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

Section 2. On these days, all full-time and part-time employees shall be excused from work without loss of pay for their regularly scheduled hours, except in cases where the department

head determines that the employee is required to maintain essential town services, and provided that the employee worked on his or her last scheduled working day prior to and the next regularly scheduled working day following such holiday or was otherwise in full pay status.

Section 3. Subject to the prior approval of the department head, an employee may elect to exchange the Patriots' Day holiday for a holiday on the day after Thanksgiving within the same fiscal year (July 1 - June 30).

Section 4. In the event that the Dover Town House is closed early on the day before Thanksgiving and/or the day before Christmas, covered employees shall be excused early from work without loss of pay for a comparable period of time, except in cases where the department head determines that the employee is required to maintain essential town services, and provided that the employee is working that day at the time of the early release. In the event that the Dover Town House is closed early on other days, covered employees may be excused early from work without loss of pay for a comparable period of time, subject to the sole discretion of the department head, which shall not be subject to the grievance or arbitration provisions of this Agreement. Any such release time shall be considered to be scheduled work time for purposes of Article VI.

Section 5. All covered employees will be paid at the rate of two (2) times his or her regular rate of pay (double time) for hours worked on any holiday.

ARTICLE XII.

EMPLOYEE BENEFITS

Section 1. Sick Leave: Full-time employees and part-time employees shall accumulate 1.25 days of sick leave with pay after completing each full calendar month of service. An employee may accumulate up to a maximum of one hundred and twenty four (124) days of sick leave.

Buy back of accumulated sick leave shall be limited to a maximum of 41 days upon retirement with the provision that any employee who has accumulated 124 days of sick time as of the employee's retirement shall be compensated at a rate of one (1) day's compensation for every three days sick time. Employees who at the time of retirement have more than 50 days accumulated but less than 124 shall be compensated at the rate of one (1) day compensation for every five days of sick time.

Sick leave must be authorized by the department head and will be granted to an employee only when the covered employee is incapacitated from the performance of duties by personal sickness, injury or by exposure to a contagious disease. Notice of absence and request to use sick leave shall be made to the employee's department head prior to the starting time or as soon as practical thereafter. The department head may require a physician's certificate of illness if an absence lasts longer than five (5) days or at other times when usage of sick leave suggests abuse to the department head. In addition to the foregoing employees may be allowed to use up to ten (10) of the employees' accrued sick leave per year to attend to the serious injury or illness of an immediate family member which requires the attendance of the employee for the purpose of caring for the serious illness or injury of the immediate family member.

Section 1A. To the extent provided by Massachusetts law, a covered employee who has worked at least 1,250 hours in a twelve month period is eligible to take twenty-four hours unpaid leave during any twelve-month period, measured on a "rolling" twelve month period measured backward from the date an employee uses "small necessities" leave, to participate in school activities directly related to the educational advancement of a son or daughter of the employee, or to take a son or daughter to routine medical or dental appointments, or to accompany an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care. The Town may require an eligible employee requesting such leave to use accrued paid vacation, unused personal leave, or unused sick leave for this purpose.

Section 2. Bereavement Leave: An employee may be granted emergency leave of up to three (3) days with pay by the department head for a death in the employee's immediate family. Immediate family is defined as: wife, husband, mother, father, child, brother, sister, mother-in-law, father-in-law, and grandparents, as well as step-parents, step-children, and domestic partners. Any bereavement leave in excess of three (3) days will be charged first against an employee's accumulated sick leave, and second, against the employee's accumulated vacation leave. At the discretion of the department head, additional bereavement leave may be granted to an employee without pay.

Section 3. Group Health Insurance: Covered employees are eligible to join the Town's group health insurance program in accordance with G.L. c. 32B. Covered employees who elect to obtain group health insurance from the town currently are required to contribute 30% of the premium. The Town and the Union agree that the Board of Selectmen, in their discretion, may select, change and/or eliminate carriers, plans and benefits. This includes, but is not limited to, the Selectmen's authority to eliminate plans and benefits being offered by the West Suburban Health Group (WSHG), and replace them with alternative plans and benefits offered by the WSHG. If the Selectmen vote to make any such change, they shall notify the Union in writing of the change and, upon request by the Union, the parties shall meet to bargain over the impact of the change. Negotiating over the impact will not delay implementation of a change, but may continue after a change is implemented if the parties have not completed their negotiations over the impact of the change

Section 4. Life Insurance: Covered employees may enroll in the Town's life insurance program.

Section 5. Personal Leave: An employee may be granted personal leave, subject to the approval of a department head, for up to three (3) days per year. Personal leave must be used in the year in which it is granted. Unused balances are not paid at termination or retirement.

Section 6. Workers' Compensation: A covered employee who is injured in service to the Town, regardless of the nature of the injury or where it occurred, shall notify his or her department head as soon as possible. A covered employee who is granted workers' compensation payments may use his or her accrued sick leave and/or vacation to supplement his or her pay in the amount which is the difference between the workers' compensation payments and the employee's regular compensation. Such supplemental payments shall be charged against the employee's accrued leave until such leave has been exhausted at which time the supplemental payments shall cease.

Section 7. Unpaid Leave of Absence: The Town may grant to a covered employee who has completed at least one (1) year of continuous service to the Town, a leave of absence without compensation for periods not exceeding a three- (3) month duration. Employees granted a leave of absence shall not be entitled to other benefits such as seniority, sick leave, and vacation leave. An employee granted a leave of absence for a period of thirty (30) days or less shall be entitled to continue coverage under the Town's group health and life insurance plans. An employee granted a leave of absence for a period of greater than thirty (30) days may continue group health and life insurance coverage provided the employee pays the total premium cost.

Section 8. Family and Medical Leave. The Family and Medical Leave Policy as set forth in exhibit B is incorporated into this Agreement and made subject to the terms of the grievance procedure.

ARTICLE XIII.

LICENSES, EQUIPMENT AND UNIFORMS

Section 1. Subject to Section 2 of this Article, each covered employee must maintain a valid hydraulic license and Class B commercial driver's license, with air brakes and required endorsements, and other licenses or certifications required by the Town to perform the duties of the employee's position. The Town agrees to pay for the cost of these licenses and certifications to the extent that the cost exceeds that of a Class D driver's license. A covered employee must abide by all the laws of the road and must promptly inform his or her department head of any suspension, modification, revocation or any other restriction of any required license or certification.

Section 2. Each person who is hired as a new employee and each covered employee who is promoted, transferred into a different position within the bargaining unit after the effective date of this Agreement shall obtain any additional licenses or certifications required by the Town to perform the duties of the position within the six (6) month probationary period.

Section 3. Covered employees shall notify his or her department head as soon as possible when he or she is involved in any event, incident or accident when acting in the capacity as a covered employee that causes personal injury or property damage.

Section 4. Covered employees are subject to physical examination and drug testing requirements in accordance with the federal Drug Free Workplace Act, Department of Transportation regulations, and the Town of Dover's Drug and Alcohol Screening Policy (Exhibit C).

Section 5. The Town will furnish all safety equipment necessary for covered employees to perform their duties. The proper use of safety equipment issued by the Town shall be mandatory, and the Union agrees on behalf of itself and each covered employee that employees shall use the provided safety equipment.

Section 6. Each covered employee will be paid an annual uniform allowance during the first week of December (less appropriate withholdings/taxes) for the purchase and cleaning of uniforms and work boots in the amount of \$900.00. It shall be mandatory for covered employees to wear appropriate work boots, and the Union agrees on behalf of itself and each covered employee that employees shall wear appropriate boots. (The uniform allowance will be prorated for part-time, new and departing employees.)

ARTICLE XIV.

VACANCIES AND POSTING

When the Town determines that there is a vacancy in an existing classification or a vacancy in a new classification created by the Town that is included in the bargaining unit, the Town will post notice of the vacant or new position for five (5) working days on the bulletin boards in prominent work locations including but not limited to the Highway, Park & Recreation and Building Maintenance (Town House) facilities. Covered employees may apply for any unit vacancy in the same manner as other individuals not covered by this agreement, provided, however, that selection for vacancies and/or whether to fill such vacancy shall be in the discretion of the Town.

ARTICLE XV.

GRIEVANCE PROCEDURES

Section 1. A grievance is defined as a complaint by a covered employee involving the interpretation or application of, or compliance with, any explicit term or provision of this Agreement.

Section 2. Any covered employee who has satisfactorily completed his or her probationary period shall have the right to use this grievance procedure.

Section 3. Grievances shall be filed and processed according to the following procedure. Any reference to calendar days shall be exclusive of Saturdays, Sundays and Holidays as defined in Article IX.

Step 1: A grievance shall be in writing and signed by the aggrieved employee, and must contain a statement of the specific Article and Section of the Agreement that has been violated, the specific facts upon which the grievance is based, and the remedial action sought. A grievance must be presented by the Union to the department head within ten (10) calendar days from the date of the alleged grievance occurred or the date the employee affected should have become aware of such grievance, or the grievance shall be waived. The department head shall meet with the employee and/or the Union representative within seven (7) calendar days from the time the grievance is presented. The department head shall answer the grievance in writing within seven (7) calendar days after such meeting or the grievance will be deemed to be denied. If the grievance is not satisfactorily resolved at Step 1, the Union may proceed to the next step.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the Union may submit the grievance in writing to the Board of Selectmen or its designee within ten (10) calendar days of the response from the department head. The Board of Selectmen or its designee shall meet with the employee and/or the Union representative within thirty (30) calendar days and answer the grievance in writing within ten (10) calendar days after such meeting or the grievance will be deemed to be denied. The decision of the Board of Selectmen or its designee shall be final unless the Union proceeds to the next step within thirty (30) calendar days of the response from the Board of Selectmen.

Step 3: The decision of the Board of Selectmen shall be final unless it is appealed in writing by the Union by filing an application for arbitration with the American Arbitration Association, with copy to the Board of Selectmen, within thirty (30) calendar days of the response from the Board of Selectmen. If the parties are unable to agree on the selection of an Arbitrator, the Arbitrator will be selected in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration will be conducted under the Labor Arbitration Rules of the AAA. The subject matter of the arbitration will be limited to the grievance submitted for arbitration unless the parties agree to modify the scope of the hearing. The Arbitrator shall be bound by and must apply the terms of this Agreement and shall have no power to add to, subtract from, modify or amend the provisions found herein. Each party will be responsible for the expense of preparing and presenting its own case; and the parties will equally share the fees and expenses of the arbitration excluding any costs of transcription. The Arbitrator's award shall be a written decision that details the factual and legal bases for the decision, and shall be final and binding subject to the provisions of G.L. c. 150C.

ARTICLE XVI.

UNION DUES AND AGENCY SERVICE FEE

Section 1. Pursuant to General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the ninety-first (91st) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Massachusetts Laborers' District Council, Local Union 1116, an agency service fee for the costs incurred in the collective bargaining process. The agency fee shall not exceed ninety percent (90%) of Local Union 1116 union dues, and shall be used solely for the purposes of paying the expenses of collective bargaining and contract administration.

Section 2. The Massachusetts Laborers' District Council, Local Union 1116, agrees to indemnify, defend and hold harmless the Town of Dover for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored as long as there is a dispute before the State Labor Relations Commission or court of competent jurisdiction as to whether the agency fee is costs limited to the costs incurred in the collective bargaining process.

ARTICLE XVII.

VEHICLE OPERATION

Employees may not operate department vehicles while using cell phones, unless emergency circumstances exist, and other means of communication are not available or suitable. When possible, in an emergency employees should pull off the roadway in a safe location when using cell phones unless hands-free devices are authorized and available. Use of cell phones includes using the cell phones for phone calls, text messaging, email, and any other data or other transmission regardless of the type.

ARTICLE XVIII.

STABILITY OF AGREEMENT

Section 1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the Town and the Union.

Section 2. If any provision of this Agreement is or at any time becomes contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and all other provisions of this Agreement shall continue in effect.

ARTICLE XIX.

DURATION, TERMINATION OR CHANGE OF AGREEMENT

This agreement shall take effect from the date of July 1, 2019 and shall remain in effect through June 30, 2022, and shall renew itself from year to year thereafter unless either party to this Agreement gives written notice, by certified mail, return receipt requested, to the other party at least forty-five (45) days prior to June 30, 2022, or at least forty-five (45) days prior to the expiration date of any yearly period thereafter, of a desire to change, amend or terminate this Agreement. If notice for changes only is given, the nature of the changes desired must be specified in the notice and until a satisfactory conclusion is reached in the matter of such changes, the original provisions shall remain in full force and effect. If notice is given by the Union to the Town, the Town has days to reply in writing with proposals and/or counter proposals to the original written notice.

In the event such notice is given, the Agreement will continue in effect until a new Agreement is reached through negotiation, or either party gives written notice, by certified mail, return receipt requested, to the other of the termination of the Agreement at least ten (10) days prior to such termination.

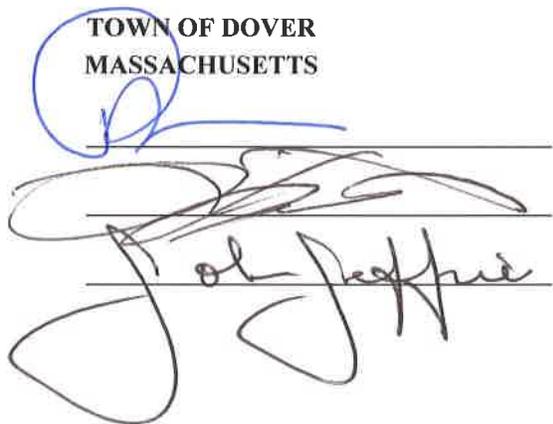
ARTICLE XX.

PREPARATION OF CONTRACT

The Selectmen's office shall be responsible for the printing of the master contract in sufficient quantity for distribution to all parties concerned. Cost of same shall be jointly shared by the Town of Dover and the Union.

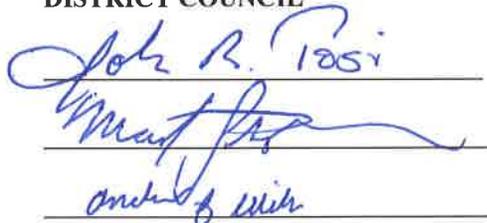
In witness whereof, the parties hereto have caused this instrument to be executed by duly authorized officers and representatives on this 3rd day of October, 2019.

**TOWN OF DOVER
MASSACHUSETTS**



Handwritten signature of John Jeffrey in blue ink, written over a horizontal line.

**MASSACHUSETTS LABORERS'
DISTRICT COUNCIL**



Handwritten signatures in blue ink, including "John R. Pasi" and another signature, written over horizontal lines.

EXHIBIT A
Classification and Pay Plan

Title	Grade
Transfer Station Operator	4
Senior Custodian	5
Heavy Equipment Operator/Groundskeeper	6
Heavy Equipment Operator/Assistant Mechanic	6
Master Mechanic	10
Working Foreman	10

FY2020 HOURLY RATES

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4	20.62	21.21	21.79	22.39	22.99	23.64	24.29	24.97	25.65	26.36
5	21.88	22.48	23.10	23.74	24.37	25.06	25.74	26.45	27.18	27.93
6	23.20	23.83	24.48	25.14	25.84	26.54	27.30	28.04	28.80	29.57
7	24.58	25.25	25.95	26.68	27.41	28.15	28.92	29.75	30.53	31.37
8	26.05	26.78	27.50	28.26	29.03	29.84	30.66	31.52	32.37	33.27
9	27.61	28.36	29.17	29.95	30.76	31.62	32.48	33.39	34.30	35.25
10	29.28	30.06	30.91	31.75	32.61	33.52	34.43	35.38	36.37	37.35

FY2021 HOURLY RATES

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4	21.24	21.84	22.45	23.06	23.68	24.35	25.02	25.72	26.41	27.15
5	22.54	23.15	23.80	24.45	25.11	25.81	26.51	27.24	28.00	28.77
6	23.89	24.55	25.21	25.90	26.62	27.33	28.11	28.89	29.67	30.46
7	25.32	26.00	26.73	27.48	28.23	28.99	29.78	30.64	31.45	32.31
8	26.83	27.59	28.33	29.11	29.90	30.73	31.58	32.46	33.34	34.27
9	28.44	29.21	30.05	30.85	31.68	32.57	33.46	34.40	35.33	36.31
10	30.16	30.97	31.84	32.71	33.58	34.52	35.46	36.44	37.46	38.47

FY2022 HOURLY RATES

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4	21.67	22.28	22.89	23.52	24.15	24.83	25.52	26.23	26.94	27.70
5	22.99	23.62	24.27	24.94	25.61	26.33	27.04	27.78	28.56	29.34
6	24.37	25.04	25.72	26.42	27.15	27.88	28.68	29.46	30.26	31.07
7	25.82	26.52	27.27	28.03	28.80	29.57	30.38	31.25	32.08	32.95
8	27.36	28.14	28.89	29.69	30.50	31.35	32.21	33.11	34.01	34.96
9	29.01	29.80	30.65	31.47	32.32	33.22	34.13	35.08	36.03	37.03
10	30.77	31.58	32.48	33.36	34.26	35.21	36.17	37.17	38.21	39.24

EXHIBIT B

Family and Medical Leave Policy

Section 1. Coverage

All covered employees who have been employed by the town for at least twelve months, not necessarily consecutively, and have worked a minimum of 1,250 hours during the immediately preceding twelve months are eligible for a leave of absence under this policy.

Section 2. Policy Statement

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the Town will grant eligible employees up to twelve weeks of unpaid leave during any twelve-month period, as defined below, for any of the following reasons:

- (a) To care for the employee's child within one year of birth, adoption, or the initiation of foster care;
- (b) To care for a child, spouse, or parent with a serious health condition;
- (c) Because the employee's own serious health condition makes the employee unable to perform his or her job.

Upon the completion of FMLA leave, an employee generally will be reinstated to the position the employee held when the leave commenced, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

Section 3. Scheduling of Leave

- (a) Eligible employees may take a maximum of twelve weeks of leave during any twelve month period. In all cases, the twelve-month period shall be measured on a "rolling" twelve-month period measured backward from the date an employee uses FMLA leave.
- (b) Family leave, i.e., leave for childbirth, adoption, or foster care must be taken and completed within one year of the birth, adoption, or the initiation of foster care. Such leave ordinarily must be taken all at once unless the employee's supervisor agrees to an alternative leave arrangement that satisfies the operational needs of the Town.
- (c) Medical leave, i.e., leave for the serious health condition of an employee or the employee's relative, may be taken whenever medically necessary. Depending on the circumstances, medical leave may be taken all at once, intermittently, or on a reduced leave basis. However, if the employee's need for intermittent leave or leave on a reduced basis is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment in a way that will minimize disruptions to the Town's operations. The Town may, with justifiable cause, ask an

employee to modify his or her treatment schedule in order to better accommodate the Town's needs.

Section 4. Employee Notice Requirements

- (a) If an employee's need for FMLA leave is foreseeable, the employee must provide his or her supervisor with at least thirty days advance verbal notice before the leave can begin, or as much notice as is practicable under the circumstances. Such notice should include the employee's reason for requesting leave as well as its anticipated timing and duration.
- (b) If an employee's need for FMLA leave, or its approximate timing, is not foreseeable, the employee is expected to give his or her supervisor notice as soon as possible under the circumstances. Ordinarily, such notice should be provided within one or two working days after the employee learns of the need for the leave.
- (c) Employees will be provided a detailed notice at the time they request FMLA leave, which specifies the expectations and obligations of the employee during the FMLA leave and the consequences of any failure to meet these obligations.

Section 5. Medical Certification Requirements

- (a) Any employee requesting a medical leave, either to care for a sick relative or because of the employee's own medical condition, must provide a doctor's statement supporting the employee's need for leave within fifteen days after requesting leave. Employees should contact the Town Administrator as soon as their need for a medical leave is determined.
- (b) A doctor's statement may be requested monthly, depending on the nature of the serious health condition, while an employee is on medical leave in order to certify the employee's continuing need for leave. A doctor's statement also may be required if an employee requests an extension of leave, or if there is a significant change in circumstances related to the employee's need for leave.
- (c) As a condition of returning to work, an employee who has been on medical leave must present a doctor's statement certifying that the employee is well enough to resume work. A medical certification also will be required in any case where an employee on FMLA leave represents that he or she is unable to return to work for medical reasons.

Section 6. Status of Compensation and Benefits While on FMLA Leave

- (a) FMLA leave will be without pay except when an eligible employee uses accrued sick, vacation, or personal time to qualify for compensation during leave or is eligible for short-term or long-term disability leave pay.
- (b) The Town will maintain an employee's health insurance coverage for the duration of the employee's FMLA leave as though the employee were continuously employed. The Town will continue to pay its portion of the employee's health insurance premiums provided that the employee pays his or her contributory portion on a timely basis. Employees requesting leave should contact the Treasurer/Collector's Office to arrange an acceptable payment schedule.

- (c) The Town will maintain and pay its portion of the premiums for other benefits during FMLA leave, including life insurance, provided that the employee pays his or her contributory portion on a timely basis.
- (d) Employees will not accrue seniority or other benefits, such as vacation or sick leave, during any periods of FMLA leave. However, such leave periods will be treated as continued service for the purpose of calculating pension and retirement plan vesting and eligibility to the extent permitted by law.
- (e) In the event an employee fails to return to work after an unpaid family or medical leave is exhausted or expires, the Town is entitled to recover health or other insurance premiums paid by the Town during the leave period unless the reason the employee's failure to return is due to: (1) the continuation, recurrence, or onset of a serious health condition; or (2) other circumstances beyond the employee's control.

Section 7. Return to Work

- (a) An employee on FMLA leave is expected to report at least monthly to the employee's supervisor on his or her status and intent to return to work.
- (b) The Town will make every effort to restore all employees on leave to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Section 8. Maternity Leave Benefits Under Massachusetts Law

Female employees who are not eligible for a Family and Medical Leave of twelve weeks to care for the employee's child within one year of birth but have worked for the Town for at least three months are entitled under Massachusetts Law to up to eight weeks of unpaid maternity leave for the purpose of giving birth or for adopting a child under the age of eighteen (or under the age of twenty-three if the child is mentally or physically disabled).

To be entitled to such leave, the employee must notify her supervisor at least two weeks in advance of her expected departure date and whether she intends to return to work. If this notice is given, the employee will at the completion of the leave be reinstated to her original job with the status, pay, length of service and seniority that she would have had as of the date of reinstatement from maternity leave, when possible; otherwise, she will be employed in a substantially similar position unless other employees of equal length of service and status in the same or similar position have been laid off due to economic conditions or changes in operating conditions. Any female employee who is not reinstated after her maternity leave for these reasons will be placed on a preferential hiring list for another position for which she is qualified.

Female employees who are eligible for both twelve weeks of leave under FMLA and eight weeks of leave under Massachusetts law may take a maximum leave of twelve weeks, if the leave is needed for the purpose of giving birth or adopting a child. Subject to the requirements outlined above, female employees eligible for both kinds of leave may choose between Maternity Leave of eight weeks, with two weeks' notice, or Family and Medical Leave with thirty days' notice. Full-time female employees who have taken up to twelve weeks of leave under FMLA for a purpose other than childbirth or adoption are entitled under Massachusetts law to take eight additional weeks of maternity leave.

EXHIBIT C
DRUG AND ALCOHOL SCREENING POLICY

I. PURPOSE AND SCOPE

The purpose of this Policy is to outline the responsibilities of employees and supervisors with regard to drug and alcohol use in the workplace and the testing of employees in safety-sensitive positions in accordance with the personnel policies of the Town of Dover and the regulations issued under the Federal Drug Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991.

II. APPLICABILITY

This Policy applies to all Town of Dover employees who are member of Local 1116.

III. GENERAL POLICY REGARDING DRUGS AND ALCOHOL IN THE WORKPLACE

The Town of Dover 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 Dover discourages the use of illegal drugs and the misuse of legal drugs, including alcohol, and discourages those users from seeking employment with the Town, and very forcefully encourages the rehabilitation of such persons already in its employ.

Employees of the Town of Dover 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 credible fashion. While the Town of Dover has no intention of intruding into the private lives of its employees, the Town does expect employees to report for work in a condition that enables them to perform their duties. The Town recognizes that employee 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 work environment.

IV. POLICY REGARDING DRUG AND ALCOHOL TESTING

A. It is the Policy of the Town of Dover to comply fully with the regulations mandating pre-employment/pre-duty, random, reasonable suspicion, post-accident, return-to-duty, and follow-up drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation.

B. Performance of safety-sensitive functions is prohibited by employees having a breath alcohol concentration of 0.02 percent or greater as indicated by an alcohol breath test; by employees using alcohol or any medication containing alcohol while on duty or when reporting for duty; by employees who have used alcohol or any medication containing alcohol within the

four hours prior to reporting to duty.

C. Use of illicit drugs by safety-sensitive employees is prohibited.

D. Any employee who voluntarily requests assistance in dealing with a personal drug addiction or alcohol problem, prior to being found to be in violation of this Policy, may participate in a rehabilitative program without being subject to disciplinary action.

V. PROCEDURES

A. Types of Tests The following tests are required:

1. Pre-employment/pre-duty Any candidate for employment in a position that performs a function that is safety sensitive is subject to screening for improper use of controlled substances. Drug Screening of job applicants will be arranged with a conditional offer of employment and must be completed with a negative result prior to final appointment. Any candidate for transfer or promotion to a position that performs a function that is safety sensitive is subject to screening for improper use of controlled substances, unless the candidate for transfer or promotion to such a position is already actively employed with the Town in a position that performs functions that are safety sensitive. Screening of qualifying candidates for transfer or promotion to such a position must be completed prior to the performance of a safety sensitive function within the position of transfer or promotion.
2. Post-Accident – In the case of an accident, testing may be conducted on drivers in Town vehicles whose performance could have contributed to the accident, as determined by a citation for a moving traffic violation, and for all fatal accidents even if the driver is not cited for a moving traffic violation. An accident is defined as an incident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene. Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours after an accident. Employees must refrain from all alcohol use until the test is complete. Post-accident drug tests must be conducted within 32 hours.
3. Random – Periodically, tests will be conducted on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs. Each year, the number of random alcohol tests conducted by the Town must equal at least 10% of all the safety-sensitive/CDL drivers. Random drug tests conducted by the Town must equal at least 50% of members of Local 1116 with a CDL license.
4. Reasonable Suspicion – A test must be conducted when two or more trained supervisors or managers observe behavior or an appearance that is characteristic of alcohol or illicit drug misuse. If a test cannot be administered, the driver must be removed from performing safety-sensitive duties for at least 24 hours. Testing for alcohol abuse must be based upon suspicion which arises just before, during or

just after the time when the employee is performing safety-sensitive duties. Testing for substance abuse may occur upon suspicion at any time the employee is on duty.

5. Return-to-Duty – A test must be conducted when an individual who has violated the prohibited alcohol or drug standards returns to perform safety-sensitive duties. Return-to-duty alcohol test results must indicate an alcohol concentration level of less than 0.02 before returning to a safety-sensitive function. Testing for controlled substances must show a verified negative result.
6. Follow-up - Tests are unannounced. At least six (6) tests applicable to the employee's violation must be conducted in the first 12 months after an employee returns to duty. A Substance Abuse Professional (SAP) may require the covered employee to undergo additional alcohol and controlled substance testing for up to 60 months following the return to duty.

B. Conducting Tests

1. Alcohol

The Town requires breath testing for alcohol as part of the recruitment process for safety-sensitive positions. The DOT rules require breath testing for alcohol for safety sensitive employees, using evidential breath testing (EBT) devices. Any result less than 0.02 alcohol concentration is considered a "negative" test and a second test is not required. If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted.

2. Drugs

The DOT requires drug testing as part of the recruitment process as well as procedurally thereafter.

a. Drug testing is conducted by analyzing a driver's urine specimen, and must be conducted through the U.S. Department of Health and Human Services certified facility. Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

b. DOT rules require a split specimen procedure. Each urine specimen is subdivided into two bottles labeled as primary and split. Both bottles are sent to the laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis. If it produces a negative test result, the Town will cover the costs of this split specimen analysis, otherwise the employee will be expected to cover the costs incurred by the split specimen analysis.

c. All urine specimens are analyzed for the following drugs:

Marijuana (THC metabolite)
Cocaine
Amphetamines
Opiates (including heroin)
phencyclidine (PCP)

Testing is conducted using a two-stage process. First, a screening test is performed. If the test is positive for one or more of the drugs, a confirmation test is performed on the same urine sample. Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the employer. If the laboratory reports a positive result to the MRO, the MRO will contact the employee and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. If the MRO determines that the drug use is legitimate, the test will be reported to the Town as a positive result but with the medical explanation.

3. Refusal to Participate

A refusal to participate is defined as (1) a failure to provide adequate breath for alcohol testing without a valid medical explanation; (2) a failure to provide an adequate urine sample for controlled substances testing without a genuine inability to provide a specimen; or (3) engaging in conduct that clearly obstructs the testing process. If an employee refuses to participate in a required test, the Town will be so notified. Notification of a refusal to participate will result in the same consequences to the employee as a positive test result.

C. Consequences of Alcohol/Drug Misuse

- *General Consequence:* Employees who engage in prohibited alcohol or drug conduct (that is, who test positive for alcohol use 0.02 or greater or have a positive test result for drug use) must be immediately removed from safety-sensitive functions. In determining the level of discipline for alcohol tests which result in 0.02 or higher and for positive test results for drug use, the Town will not consider any similar offense committed by the employee which is more than five (5) years old. This means that a second offense under this policy will revert to a first offense status, when the original offense becomes five (5) years old.
- *Alcohol Misuse (0.02+):* An employee with an alcohol concentration of 0.02 or greater but less than 0.04 is not permitted to perform safety-sensitive functions for a minimum of 24-hours or until a retest shows that the employee's alcohol concentration has dropped below 0.02. In addition, the following levels of disciplinary action will be imposed:

First Offense: Reasonable effort will be made to reassign the employee to non-safety sensitive duties for the remainder of the shift and any portion of the next shift that falls within the 24-hour period from the test. Employees who cannot be reassigned to non-safety sensitive duties will be sent home with pay for the remainder of the shift and any portion of the next shift that falls within the 24-hour period from the test. In addition, the employee will receive a written warning for alcohol-related misconduct rendering him/her unavailable for duty.

Second Offense: Employees will be sent home without pay for the remainder of the employee's shift. In addition, the employee will receive a one (1) day disciplinary suspension without pay for repeat alcohol-related misconduct rendering him/her unavailable for duty. The suspension will begin at the start of the employee's next shift.

Third Offense: Employees will be sent home without pay for the remainder of their shift. In addition, the employee will receive a three (3) day disciplinary suspension without pay for chronic alcohol-related misconduct rendering him/her unavailable for duty. The suspension will begin at the start of the employee's next shift.

Fourth Offense: A fourth offense will be cause for termination. The employee will be sent home without pay pending a fact finding meeting. If the employee is not terminated, the time off the payroll will be considered a disciplinary suspension without pay for not less than thirty (30) calendar days. The employee will also be subject to unannounced alcohol testing, in addition to required testing, for a period of two (2) years after returning to duty. Any subsequent alcohol test with a result of 0.02 or greater, or refusal to submit to a test, will result in immediate termination of employment.

- Alcohol Misuse (0.04+): An employee with an alcohol concentration of 0.04 or greater is prohibited from performing safety-sensitive functions until at a minimum (a) the employee undergoes an evaluation, and where necessary, treatment; and (b) a substance abuse professional determines that the employee has successfully complied with any recommended course of treatment; and (c) the employee passes the requirements of a return-to-duty test. Employees who qualify for a return to safety-sensitive duties will be subject to unannounced follow-up testing. In addition, the following levels of disciplinary action will be imposed:

First Offense: Two (2) day suspension without pay to begin at the start of the employee's next shift. Any other time spent for inpatient rehabilitation, excluding the suspension period, may be charged to any available leave balances in accordance with existing benefit policies. An employee who refuses to fully participate in the treatment program recommended by the Substance Abuse Professional or fails to report for duty following a negative return-to-duty test will be placed on unauthorized leave. An unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a second offense.

Second Offense: Ten (10) working day suspension without pay to begin at the start of the employee's next shift. Any other time for inpatient rehabilitation, excluding the

suspension period, may be charged to any available leave balances in accordance with existing benefit policies. An employee who refuses to fully participate in the treatment program recommended by the Substance Abuse Professional or fails to report for duty following a negative return-to-duty test will be placed on unauthorized leave. An unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a third offense.

Third Offense: A third offense will result in termination of employment.

- **Drug Misuse:** An employee with a confirmed positive test result for controlled substances is prohibited from performing safety-sensitive functions until at a minimum (a) the employee undergoes evaluation, and where necessary, treatment; and (b) a substance abuse professional determines that the employee has successfully complied with any recommended course of treatment; and (c) the employee passes the requirements of a return-to-duty test. Employees who qualify for a return to safety-sensitive duties will be subject to unannounced follow-up testing. In addition, the following levels of disciplinary action will also be imposed:

First Offense: One (1) working day suspension without pay to begin at the start of the employee's next shift following removal from duty. Any other time for inpatient rehabilitation, excluding the suspension period, may be charged to any available leave balances in accordance with existing benefit policies. An employee who refuses to fully participate in the treatment program recommended by the Substance Abuse Professional or fails to report for duty following a negative return-to-duty test will be placed on unauthorized leave. An unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a second offense.

Second Offense: Ten (10) working day suspension without pay to begin at the start of the employee's next shift following removal from duty. Any other time for inpatient rehabilitation, excluding the suspension period, may be charged to any available leave balances in accordance with existing benefit policies. An employee who refuses to fully participate in the treatment program recommended by the Substance Abuse Professional or fails to report for duty following a negative return-to-duty test will be placed on unauthorized leave. An unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a third offense.

Employees who qualify under any of the above offenses, and who wish to continue employment with the Town of Dover, 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).

Third Offense: A third offense will result in termination of employment.

D. Information/Training

1. All current and new safety-sensitive 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 the Confirmation of Receipt (Attachment 1).
2. This Policy will be posted on employee bulletin boards and will be available to all employees.
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. Annual employee training sessions concerning these topics will also be made available to covered employees.
4. All recruitment advertising must include the statement "Drug/alcohol screening is a condition of employment" at the bottom of the advertisement/posting with the EEO statement.
5. All final candidates for employment in the Town must be given a copy of this Policy, an opportunity to read the Policy in its entirety and *sign the Applicants Confirmation of Policy receipt*.

E. Record Keeping

1. The Town is required to keep detailed records of its alcohol and drug misuse prevention program.
2. Employee alcohol and drug testing records are confidential. Test results may only be released to the employee, the employer, the substance abuse professional, the MRO, and any arbitrator of a grievance filed in accordance with this Policy. Any other release of this information may only be made with the employee's consent.

F. Pre-employment References

1. The Town must obtain and review the following information from each employer that the prospective employee worked for, in a safety-sensitive position, during the previous two years: information about a positive drug test; and information about any refusal to participate in the drug testing program.
2. The prospective employee must provide the former employer with a written release allowing the release of this information or he/she will not be hired.

3. If any previous employer(s) indicate(s) that a positive drug test result was received, or that the employee refused to participate when selected for a drug test, the applicant will not be appointed and the Town will go back to the pool of applicants.
4. The Town of Dover must provide the same information (*related to drug testing only*) to subsequent employers when provided with a written release from a current Town employee or past Town employee.

G. Questions

Questions about this Policy should be referred to the Highway Superintendent and/or the Assistant Town Administrator.

H. Miscellaneous

1. Applicants for open positions are responsible for transportation to any pre-employment screening appointment.
2. A union representative will be notified of and may be present while all employee testing is being conducted.
3. This Policy is subject to Grievance and Arbitration Procedure.

ATTACHMENT 1
Employee Confirmation of Receipt

I hereby certify that I was given a copy of the Town of Dover Drug and Alcohol Screening Policy, and have been given an opportunity to ask questions of my supervisor about the content of the policy.

Employee's Name (Print)

Department

Employee's Signature

Date

ATTACHMENT 2
Applicant Confirmation of Receipt

I hereby certify that I was given a copy of the Town of Dover Drug and Alcohol Screening Policy, and have been given an opportunity to ask questions about the content of the policy as it relates to pre-employment screening.

Applicant's Name (Print)

Applicant's Signature

Date