

AGREEMENT

**BETWEEN
TOWN OF BEDFORD**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, STATE COUNCIL 93, LOCAL 1703**

July 1, 2025 – June 30, 2028

This Agreement entered into by the Town of Bedford, hereinafter referred to as the Employer, and Local 1703, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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ARTICLE 1
RECOGNITION

Section 1

The employer recognizes the Union as the sole and exclusive bargaining agent for all full time, permanent non-professional employees of the Public Works Department, Town of Bedford, excluding the Director, Operations Managers, office administration, all clerical help, temporary and part time employees, and all other employees of the Town of Bedford as defined in the Labor Relations Commission, MCR 397, dated March 14, 1968, for the purpose of negotiations with respect to hours, wages, and conditions of employment under the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

Section 2

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such labor group for the purpose of undermining the Union.

Section 3

The Union recognizes the Employer as a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Employer by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Employer retains all powers, rights and duties that it has by law without such exercise being made the subject of any grievance or arbitration proceeding hereunder.

The employer and the Union recognize that their prime purpose is the continuous upkeep and operation of the highest possible quality of the Department of Public Works and all of its functions for the benefit of the citizens of the Town of Bedford. The employer and the Union recognize that it is their common responsibility to carry out this goal by making the most effective use of the funds provided by the taxpayers.

ARTICLE 2
SEVERABILITY

Section 1

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

Section 2

Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, section or portion thereof.

Section 3

In the event that any part or provision of this Agreement is in conflict with any law, such law shall prevail so long as such conflict remains. This section is hereby declared and recognized to be a voluntary provision of this Agreement and not a statement or restatement of law.

ARTICLE 3
EMPLOYER'S MANAGEMENT RIGHTS

Exclusive only of the specific and express provisions set forth in the Agreement as they limit or restrict the Employer in the exercise of the customary rights and responsibilities of its management of the Public Works Department, the Employer shall have the exclusive right to manage the Department, direct the working forces, contract and sub-contract, determine the operations, determine the methods, the processes and procedures, the schedules and work assignments. The right to hire, layoff, promote, demote, transfer, assign, discipline or discharge, maintain discipline, require the observance of the Employer's reasonable rules and regulations, determine and maintain equitable standards of performance, attain and maintain efficiency is the exclusive and sole right of the Employer. Except where such rights, powers and authority as stated herein have been specifically relinquished, abridged or limited by the provisions of this Agreement, the employer has and will continue to retain, whether exercised or not, all of the rights, power and authority heretofore had by it.

ARTICLE 4
NO DISCRIMINATION

Notwithstanding anything in this agreement to the contrary, the Employer will adhere to the provisions of all state and federal laws, regulations, decisions and guidelines in its employment practices. The Employer shall not be deemed to be in violation of this Section if its actions were taken in accordance with employment practices required by any state or federal agency. Alleged violation of this article shall not be made the subject of an arbitration proceeding.

ARTICLE 5
NO COERCION

Section 1

The Employer, the Town of Bedford, agrees that they or their agents will not interfere with, restrain, discriminate against or coerce any employee of the Town of Bedford for participation in recognized union activity as defined under Chapter 150E of the General Laws of Massachusetts.

Section 2

The Union agrees that there will be no coercion or discrimination by its members against any employee because of non-membership in the Union. The Union further agrees that there will be no coercion or discrimination against any employee, foreman, Operations Manager or Director for adherence to any provision of this Agreement or order or instruction issued by the Employer or the Employer's representatives.

ARTICLE 6
STRIKES AND WORK STOPPAGES

It shall be unlawful for any employee, and/or employee organization and/or the Union to engage in, induce or encourage any strike, work stoppage, slow down or withholding of services as such activities are defined in Massachusetts General Laws, Chapter 150E, from the employer; such employees who violate the provisions of this paragraph shall be subject to disciplinary action, including discharge and the employee shall have the right to take up, under the grievance and arbitration provisions of this Agreement, only the question of whether or not the employee engaged in, induced or encouraged such strike, work stoppage, or slowdown, or withholding of services from the Employer.

ARTICLE 7
DISCIPLINE AND DISCHARGE

Section 1

The Employer shall have the right to discharge, suspend or discipline any employee for just cause, which shall include, but not be limited to, the following grounds: insubordination; consumption of alcoholic beverages or intoxication while on duty; falsifying time records or giving false information in connection with time records; theft; willful deliberate damage or destruction of materials or equipment; unauthorized absence from work, except in emergencies; gambling while on duty; and persistent or serious infraction of reasonable rules or instructions promulgated by the Employer, said reasonable rules or instructions include but are not limited to the following:

1. When an employee performing one type of duty is assigned to perform another type of duty, (s)he shall be supervised by a superior to whom the accomplishment of the work to be done has been assigned and must carry out the work as assigned.
2. All employees are responsible for tools received to perform assigned work, and these tools must be returned when the work is completed. Any tool broken on the job must be returned to the foreman, so arrangements can be made to repair or replace it.
3. No smoking in posted "No Smoking" areas.
4. Employees must be courteous with the public at all times.
5. Employees must respect and observe all safety rules and regulations.

Section 2

Any grievance relating to the discharge or discipline of an employee may be taken up and determined under the grievance and arbitration provisions of this Agreement except as otherwise specifically limited in this Agreement. Notwithstanding the grievance and arbitration provisions of this Agreement, a grievance involving discharge must be in writing and must be received by the Employer within four (4) working days from the date of discharge. In the event a grievance involving discharge is not filed within such time, the discharge shall be deemed to be for just cause and shall not be subject to arbitration. A grievance involving discharge shall start at Step 2 of the grievance procedure.

Section 3

The Working Foremen shall play an essential role in the implementation of provisions of this agreement including requiring the observance of the employer's reasonable rules and regulations among the employees that are assigned to them.

Article 8
ACCESS TO PREMISES

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93 to enter the premises at reasonable times to discuss working conditions with individual members of the bargaining unit, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to employees, and provided the Town Manager or designee has been notified prior to said entry onto the premises.

ARTICLE 9
UNION DUES AND AGENCY SERVICE FEES

Section 1

Employees may tender monthly membership dues by signing the Authorization for Payroll Deductions for Dues form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth as Appendix A1, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each Employee who voluntarily executes or has executed such form and remit the aggregate amount to AFSCME, Council 93, 8 Beacon Street, Boston, MA 02108 along with a list of employees who have said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

Section 2

Each employee covered by this Agreement may on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement, whichever is later, pay an agency fee to the Union and the Employer agrees to deduct from each employee's earnings the amount authorized by each employee and transmit said amount to the Treasurer of Local Union No. 1703, in accordance with the terms of the Authorization for Payroll Deduction for Agency Service Fee Form, hereinafter set forth as Appendix A2. Any such authorization may be withdrawn by the employee by giving at least sixty (60) days' notice in writing of such withdrawal to the employer and by filing a copy thereof with the Treasurer of Local Union No. 1703.

ARTICLE 10
SENIORITY

Section 1

Each employee will be credited, for purpose of this seniority article, with his/her continuous and unbroken length of service while in the Employer's employ in the Public Works Department computed from the date of the employee's most recent employ.

Section 2

A newly hired, regular, full-time employee shall be considered a probationary employee for the first six (6) months of employment. Probationary employees shall be formally evaluated no later than five (5) months after their hiring on the basis of skills, performance, attitude, attendance, use of sick time, and other such criterion which may be peculiar to their role. They shall receive a verbal report, followed by a written report, from their immediate superior outside the bargaining unit. A probationary employee may be discharged or disciplined as exclusively determined by the Employer, and no such discharge or discipline of a probationary employee may be made the subject matter of

the grievance or arbitration provisions of this Agreement. A probationary employee who is continued in the employ of the Employer beyond the probationary period shall receive continuous service or employment credit from the employee's most recent date of hire.

Section 3

The principles of first the Employer's exclusive judgment of the employee's skill, ability, performance and experience and secondly seniority shall control in cases of promotion. The employees so promoted shall be on trial for the first three (3) months, but the employer may, at any time within that period, if the Employer determines that the employee is not suitable for the job, return such employee to his/her former job or a comparable position of like status and pay.

Section 4

In the case of a promotion, the reasonableness of the Employer's judgment with respect to skill, ability, performance and experience may be made the subject matter of the grievance and arbitration provisions of this Agreement. In the event that an arbitrator should determine that the judgment of the Employer in the matter of skill, ability, performance and experience was unreasonable, the Employer shall not be obligated to pay an employee any so-called back pay unless the arbitrator finds that the Employer's judgment on the matter of such skill, ability, performance and experience was made in bad faith.

Section 5

An employee's continuous service record shall be broken by voluntary resignation, unauthorized leave, suspension without pay and/or discharge for just cause or retirement. However, if an employee returns to work in the Public Works Department in any capacity within one year, the break in continuous service shall be removed from the employee's record discounting the period of time such employee was absent from his/her position.

ARTICLE 11
UNION REPRESENTATIVES

Section 1

A written list of Union chapter chair, secretary, and stewards shall be furnished to the employer immediately after their designation and the Union shall notify the Town Manager.

Section 2

The steward, or his/her designee, shall be granted reasonable time off during normal working hours to investigate and settle grievance without loss of pay. Such reasonable time off shall be discretionary with the Director. Should the investigation of grievance continue beyond his/her normal quitting time, there will be no pay and no consideration for pay while the grievance continues to be investigated after the quitting time.

Section 3

Two members of the bargaining unit, provided they be duly authorized delegates, may be granted a leave of absence, at the discretion of the Director, not to exceed two days in any one calendar year for the purposes of attending seminars and meetings, including conventions of the Council, State or National bodies of the Union. Such leave, if granted shall be without loss of straight time pay not to exceed eight (8) hours per day for each day of the two-day leave for each of the two delegates.

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A grievance shall be defined as a dispute between the parties of this agreement involving an alleged specific and direct violation of the express language of a specific provision of this Agreement and it shall be settled in the following manner:

Step 1

The Union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's Operations Manager, outside the bargaining unit, within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. The Operations Manager shall attempt to adjust the matter and shall respond to the steward within five (5) working days.

Step 2

If the grievance remains unsettled, it shall be presented in writing to the Director or his designee outside of the bargaining unit within five (5) working days after the Operations Manager's response is due. The Director shall respond to the Union representative in writing within five (5) working days from the receipt thereof.

Step 3

If the grievance still remains unadjusted, the Union shall present it to the Town Manager within seven (7) working days after the response of the department head is due. Upon the request of the Union, within seven (7) working days, following the receipt of the written grievance, the Town Manager shall meet with the Union steward and/or representative for the purpose of resolving the grievance. Within fifteen (15) working days following the submission of the grievance by the Union to the Town Manager or within five (5) working days following the date of the requested meeting, the Town Manager shall respond, in writing, to the Union. The Union or the Town reserves the right to have the grievant present at this meeting.

Step 4

If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Town Manager is due, by written notice to the other, request arbitration with the American Arbitration Association. Failure to request arbitration to the American Arbitration Association in writing within thirty (30) days after the notice to the Town Manager shall constitute a settlement of the grievance.

Section 2

If the grievance is not submitted in accordance with the provisions of this Article and/or if the grievance is not processed in accordance with the time limits proscribed in this Article it shall be considered that the grievance has been settled and that the right to any further procedures under this Article has been waived. Any time limits in this Article may be extended by mutual consent of the parties in writing.

Section 3

The parties agree to be bound by the rules and procedures of the American Arbitration Association for submission of a matter to it and in the selection of an arbitrator. The Town and the Union may also elect to use any other mutually acceptable arrangement to arbitrate the grievance.

Section 4

The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article. The function of the arbitrator is to determine whether or not there has been a violation of a specific provision of this Agreement not excluded from arbitration by specific language of this Agreement. The arbitrator shall arbitrate the question only. The arbitrator shall not have the authority to alter, modify or amend this Agreement. The decision of the arbitrator within the scope of his/her jurisdiction shall be final and binding upon the parties thereto and the arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and argument.

The arbitrator will be without power or authority to make a decision or award which violates the statutory law, or any lawful rules, regulations or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States or an award which requires the commission of an act prohibited by law; or an award which violates any of the specific terms and conditions of this Agreement; or an award which adds to, modifies, or subtracts from the provisions of this Agreement. For such matters as have been excluded from the powers of the arbitrator, the arbitrator shall not be permitted to hold hearings or take evidence or render an award. The arbitrator shall be without authority to determine any violation or alleged violation which occurred prior to the effective date of this Agreement and shall not recommend a right or any relief for any period of time prior to the effective date of this Agreement, except for grievances that are in process on the effective date of this Agreement or that occurred with fifteen (15) days of the effective date of this Agreement.

Section 5

The expense for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 6

Grievances involving disciplinary action shall be processed as follows:

1. An action involving disciplinary measures up to and including a suspension of three (3) days or less will be processed from Step 1.
2. An action involving disciplinary measures in excess of a suspension of three (3) days or more will be processed from Step 2.

Section 7

If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all loss of earnings and privileges that would have been due the employee.

ARTICLE 13 HOURS OF WORK

Section 1

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. The normal workweek shall consist of forty (40) hours.

Section 2

The normal workday shall consist of eight (8) consecutive hours, exclusive of meals, within a twenty-four (24) hour period. Each employee shall be scheduled to work a shift with a regular starting and quitting time. The normal work day shall be 6:30 AM to 3:00 PM.

Section 3

The workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except for employees in continuous operations, which includes emergency assignment and weekend standby.

Section 4

If, in the event of extenuating circumstances as determined by the DPW Director, the Town needs the meter reader to work a Tuesday through Saturday schedule, the Union agrees that the meter reader may work said schedule for up to a four week period only; after the four week period, if the Town needs to have the meter reader continue said schedule, it is agreed that the Town and the Union will discuss and mutually agree to an extension.

Section 5

In the event that federal or state law or regulations require it, the regular work week for the Chief Water System Operator (CWSO) and the Water System Operator (WSO) shall consist of five (5) consecutive eight (8) hour days including either Saturday or Sunday. The CWSO shall have his/her choice of which weekend day will be part of his/her regular workweek.

Specific Shifts are:

1. Sunday, Monday, Tuesday, Wednesday, Thursday
2. Tuesday, Wednesday, Thursday, Friday, Saturday

Section 6

If certain weekend coverage is mandated by the state, the Union agrees in principle that such coverage can be provided on a non-overtime basis by an adjustment in hours. Prior to any such adjustment, however, the Union shall be given reasonable notice and an opportunity to bargain about any issues related to such coverage.

Section 7

Except for emergency and peak workload situations, work schedules shall not be changed arbitrarily. The present shift schedules are regarded as satisfactory at the time of the execution of this Agreement. This shall not limit the Employer's right to change such schedules provided it is understood that indiscriminatory or arbitrary changes shall not be made in such schedules. Should the Union feel that the changes are arbitrary, said changes in the work schedule are subject to grievance and arbitration.

Section 8

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regular scheduled employment for seven (7) days a week. The workweek for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days.

Section 9

Sewer Employees may be assigned to work standby duty on weekends to perform the following duties:

- Check the main sewer pumping station for proper operation.
- Change sewer flow indicator charts at the Public Works building
- Respond to any and all water and/or sewer alarms and emergencies to assess the situation and take corrective action.

Sewer employees working standby duty shall receive sixteen (16) hours pay at their regular straight-time rate for each 2-day weekend worked. A third day of a holiday weekend shall be paid for a straight time for eight (8) hours.

Water employees performing SCADA monitoring during weekends shall receive three hours regular overtime pay each day for the following duties:

- Monitor the SCADA system for proper operation of wells, vaults, and standpipes
- Fill out daily reports
- Monitor disinfectant residuals and add disinfectant at Shawsheen Wells as needed.

Call-backs for emergencies which occur after the day's routine duties have been dispatched shall be compensated for in accordance with the terms of Article 14, "Overtime", of this Agreement.

Call-backs which occur where the employee is able to diagnose and resolve the issue to the satisfaction of the operations manager without coming to work shall have a one-hour minimum pay and shall not count towards maximum daily callouts."

Section 10

An employee may not work more than eighteen (18) consecutive hours. In the event an employee is required to work beyond (18) hours, the employee will be required to take a four (4) hour sleep period for each eighteen (18) hour work period.

Section 11

When an employee is required to return to work directly following the four (4) hour sleep period, the employee will be compensated at the straight time rate of pay for the four (4) hour sleep period, provided such employee returns. Under the conditions prevailing in Section 10 or 11 of this Article, if an employee's rest period ends after 1:00 p.m., the employee will be paid at the regular rate of pay through the end of his/her regular work shift on that day.

Section 12

In order to ensure the maximum number of employees available, the Town reserves the right to stagger the sleep periods beginning prior to an employee reaching the eighteen (18) hour work period.

Section 13

The provisions of Sections 10, 11 and 12 may be waived with the mutual agreement of the Union, DPW Director or designee of the Town Manager. If the provisions of Section 10 are waived during an emergency for continuous work exceeding twenty-four (24) hours in length and ending during a normal scheduled workday, the DPW Director at his/her discretion may release with pay all but an essential minimal staff for a period not to exceed three (3) hours. Said minimal essential work force shall be made up of personnel from each division, selected so as to most fairly distribute the work.

Article 14 **OVERTIME**

Section 1

Employees shall be expected to work a reasonable amount of overtime both within the employee's assigned division and in response to emergencies affecting the other divisions. This overtime work may be in response to emergencies or planned work assignments.

Section 2

During periods of emergency, overtime will be expected to be worked except when the employee is excused as a result of illness or when otherwise excused by the Employer or the Employer's representative. Under no circumstances shall an employee working during an emergency leave the job without first reporting to his supervisor and obtaining permission. An emergency shall include snow and ice conditions, water breaks and alarm situations, sewer system backups, sewer system failures and alarms, tree-related emergencies, and any other situation deemed to be an emergency by the DPW Director, the Director's designee or division head, and the Town Manager, who shall not be arbitrary or capricious in their decision. Overtime not worked will be charged as work in an effort to equally and impartially distribute overtime by classification.

Section 3

An employee covered by this Agreement shall be paid overtime at the rate of 1 ½ times the employee's regular straight time hourly rate of pay for authorized time worked in excess of forty (40) straight time hours in one week or in excess of eight (8) hours in one day.

Section 4

For those employees whose regular work schedule is Monday through Friday, authorized time worked on Saturdays and on paid Holidays shall be paid at one and one-half (1 ½) times the employee's straight time hourly rate; and authorized time worked on Sundays, Thanksgiving, the day after Thanksgiving, Christmas, New Year's Day, Labor Day, Memorial Day, or Fourth of July shall be paid at two (2) times the employee's straight time hourly rate. Overtime shall not be pyramided.

Section 5

For an employee whose work assignment falls under the continuous operation category, authorized time worked on the sixth (6th) consecutive day of the employee's special schedule shall be paid at one and one-half (1 ½) times the employee's straight time hourly rate; and authorized time worked on the seventh (7th) consecutive day of this special schedule shall be paid at two (2) times the employee's applicable hourly rate. Overtime shall not be pyramided.

Section 6

Should an employee be requested to remain at work after the end of his or her regularly scheduled shift, the employee shall be paid a minimum of one hour at 1 ½ times the straight time hourly rate. Beyond one hour of time worked after the regularly scheduled shift, overtime pay shall be based on the actual time worked.

Section 7

Except for employees on standby duty as provided in Article 13, Section 9, should an employee be recalled to work after his/her regularly scheduled shift has ended and should there be insufficient work to retain the employee for three (3) hours, such employee will be paid 1 ½ times the applicable hourly rate for time worked in excess of eight (8) hours on a daily basis or the employee will be guaranteed three (3) hours at 1 ½ times the employee's straight time hourly rate, whichever is greater, but, without duplication. The call-in guarantee of three (3) hours and 1 ½ times the employee's straight time hourly rate shall apply twice during any calendar day.

For planned overtime assignments requiring more than one response in any day, employees assigned to said planned overtime assignments shall be present for all responses. All planned overtime shall be assigned from a rotating list which will be made up of all employees in their respective divisions based on seniority. Said list shall be maintained by each Division Operations Manager. Planned overtime shall be defined as that which is assigned at least 24 hours in advance of the work assignment. In the event that the work assignment cannot be fully staffed from the working division, the overtime shall be offered to an employee in the companion division based on that division's rotating seniority list. For the purpose of this section, companion divisions are: Water/Sewer, and Highway/Grounds. Nothing in this section shall prevent the Division Operations Manager from assigning overtime to needed specialized employees from any division.

Section 8

Except for employees on standby duty as provided in Article 13, Section 9, should an employee be recalled to work after 12:00 a.m. and before 4:00 a.m. after the employee's regularly scheduled shift has ended and should there be insufficient work to retain the employee for four (4) hours, s/he will be paid 1 ½ times the applicable hourly rate for time worked in excess of eight (8) hours on a daily basis or the employee will be guaranteed four (4) hours at 1 ½ times the straight time hourly rate, whichever is greater, but without duplication. The call in guarantee of four (4) hours at 1 ½ times the employee's straight time hourly rate shall apply only once during any calendar day.

Section 9

To the extent practical, overtime shall be equally and impartially offered and distributed by classification among qualified personnel who ordinarily perform such related work in the normal course of the workweek. The Employer, Union and employees agree to cooperate in the matter of overtime. Overtime offered and/or assigned and not worked will be charged as worked to such employee in determining equality of overtime distribution by classification which normally performs such related work.

Section 10

Should temporary or part-time employees be utilized on an emergency basis, the temporary and part-time employees will be relieved of work on a daily basis at the same time as or not later than the regular employees are relieved on a daily basis. It is the mutual intent of the Employer and the Union that temporary help will not be used in overtime work in any way to take overtime away from regular employees. If an extreme or unusual situation arises it shall be discretionary with the Operations

Manager on the job to keep temporary or part-time employees on overtime work for a limited period of time.

Section 11

The Employer or representative, normally the Operations Manager, shall keep records in the time books by calendar quarter of the overtime worked or charged in lieu of work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Operations Manager.

Section 12

Should there be discrepancies between the employees with the same P.W. Classification the Employer will be given a calendar quarter to remedy the discrepancies within reason before the subject of equal and impartial distribution of overtime is made a matter of grievance and arbitration.

Section 13

All employees who get called back for any emergency as defined in Article 14, Section 2, and work continuously for at least eight (8) hours prior to the next regularly scheduled shift, will continue to be paid at the rate of 1 ½ times their rate of pay when the continuous operation runs into the next regularly scheduled shift.

Section 14

Any employee who has used unscheduled (not approved prior to its occurrence) sick leave during any normal work day shall not be eligible to receive overtime work until after working the next regular work shift, or until all other employees covered under this agreement are offered work for the overtime event.

Section 15

Employees may opt-in to take the first thirty (30) hours of Overtime in an upcoming fiscal year as forty-five (45) hours of Complimentary Time. The opt-in period will be June 1 – June 30 prior to the start of the new fiscal year. Any time chosen shall be used in the fiscal year. Any balance at the end of the fiscal year or end of employment shall be reconciled on the employee's final paycheck. Overtime shall include 1 ½ times pay in excess of 40 straight time hours.

ARTICLE 15 **TIME AND WORK RECORDS**

Section 1

The employer may require each employee to record their actual work time either through punching a time card, scanning an identification card, or other mutually agreed upon reasonable means. Under no circumstances may any employee record another employee's actual work time.

Section 2

The employer may require each employee to make records describing the work they have performed in a manner prescribed by the Employer at the end of the shift. Forms for making such records shall be supplied to the employees by the Employer and shall be completed during working hours.

Article 16
TEMPORARY ASSIGNMENTS

Section 1

The Employer may, at its own discretion, assign any employee temporarily in emergency or peak load situations or other unusual situations.

Section 2

If any employee is temporarily assigned to a job in a lower public works classification, the employee shall receive the regular rate of pay in the employee's own classification.

Section 3

If any employee is temporarily assigned by management for eight (8) hours or more to a job in a higher public works classification, and said job is not encompassed in the employee's own classification, such employee shall be paid an additional \$1.00 per hour during regular hours and \$1.50 during overtime hours for the total time assigned to such duties. If any employee is assigned to such a job for less than eight (8) hours, the employee shall receive the regular rate of pay in his/her own classification.

Section 4

Employees who are asked to perform a skilled craft, such as masonry, carpentry and licensed electrical work shall be paid an additional fifty cents (\$.50) per hour above their regular hourly rate of pay for all hours actually worked as a skilled craftsman.

Article 17
CLASSIFICATION PLAN AND PAY RATES

Section 1

In this Agreement, and made part of it as Appendix B, there shall be a Classification Plan and Pay rates; said Classification Plan and Pay Rates shall include all positions covered by this Agreement.

Section 2

The following specifications apply to advancement for the employee to a higher step on the scale.

1. Advancement from one step to the next higher step shall be based upon a satisfactory written performance evaluation of the employee conducted by the employee's division's Operations Manager and reviewed by the Director of Public Works. The written evaluation shall be discussed and explained to the employee by the evaluators; and such action shall be acknowledged via signature by the employee. Copies of the evaluation report shall be given to the employee and included in his/her personnel file.
2. The performance evaluation shall occur not less frequently than once during any period of twelve (12) consecutive months.
3. The evaluator's recommendation to grant or deny advancement shall be supported by reasons in writing and shall be accompanied by a copy of the performance evaluation.
4. The performance evaluation shall be subject to the grievance procedure as defined in Article 12.

5. Advancement to a higher step shall not be restricted by length of service in the applicable position.
6. Employees shall not be advanced more than one step at any given time.

Section 3

The Town will compensate employees on a biweekly basis. Each employee shall be given the opportunity to register for direct deposit payroll.

ARTICLE 18
HOLIDAYS

Section 1

All regular, full-time employees, except those whose work assignment falls under the continuous operation category, shall receive one (1) day of regular straight time pay, which is defined as eight (8) hours of pay at straight time rates, in lieu of work for the day on which each of the following are observed by the Commonwealth as Holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Indigenous Peoples Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

Section 2

An employee whose work assignment falls under the continuous operation category shall receive a compensatory day off with pay or eight (8) hours of pay at straight time rates in lieu of the Holiday, said compensatory day off having been prearranged and mutually agreed to between the employee and the Director. Should an employee whose work assignment falls under the continuous operation category be required to work on the employee's prearranged and mutually-agreed-to compensatory day off, such employee shall be paid time and one-half for time worked on said compensatory day. Overtime shall not be pyramided.

Section 3

To be eligible for Holiday pay, an employee shall have worked his/her last regularly scheduled workday prior to and the next regularly scheduled workday following such Holiday. Paid leave shall be considered as days worked.

Section 4

Except in cases of emergency or storm conditions, the Director, in his/her sole discretion, may suspend operations after one-half (½) shift of work on Christmas Eve. Should the Director suspend operations for one-half (½) shift on Christmas Eve, the employees so relieved will be paid straight time rates to the end of the shift.

ARTICLE 19
VACATIONS

Section 1

Employees who have been in the full-time continuous service of the Town shall be entitled to accrue vacation leave with pay as follows:

1. Employees who have been in the full-time continuous service of the Town on their employment anniversary shall be entitled to one additional vacation day each year until they have accrued a maximum of twenty-five (25) days per year.
2. New employees may go into deficit of vacation time, up to five (5) days one time, during the first six (6) months of employment. If the employee leaves service of the town for any reason with a deficit in their vacation bank, the difference will be deducted from the employee's final paycheck.

<i>Hire Anniversaries in Years</i>	<i>Amount of Vacation Days</i>
One (1) Year	Eleven (11) Vacation Days
Two (2) Years	Twelve (12) Vacation Days
Three (3) Years	Thirteen (13) Vacation Days
Four (4) Years	Fourteen (14) Vacation Days
Five (5) Years	Fifteen (15) Vacation Days
Six (6) Years	Sixteen (16) Vacation Days
Seven (7) Years	Seventeen (17) Vacation Days
Eight (8) Years	Eighteen (18) Vacation Days
Nine (9) Years	Nineteen (19) Vacation Days
Ten (10) Years	Twenty (20) Vacation Days
Eleven (11) Years	Twenty-One (21) Vacation Days
Twelve (12) Years	Twenty-Two (22) Vacation Days
Thirteen (13) Years	Twenty-Three (23) Vacation Days
Fourteen (14) Years	Twenty-Four (24) Vacation Days
Fifteen (15) Years	Twenty-Five (25) Vacation Days

Section 2

Vacation leave shall be accrued each pay period prorated from the annual rate.

Section 3

Vacations shall be granted by the Director at such times as, in the Director's opinion, to cause the least interference with the performance of the regular work of the Public Works Department. As far as practicable, first choice as to vacation dates shall be on the basis of length of continuous

employment in the Public Works Department. Employees accruing vacation leave at the annual rate of 20 or more days must utilize their vacation leave in at least one five-consecutive whole day increment once per year.

Section 4

An employee may carry forward to the next fiscal year up to one-half ($\frac{1}{2}$) of his/her annual vacation leave.

Section 5

If, in the opinion of the Director, there are unusual circumstances which warrant it, an employee may, upon approval by the Director of the employee's written request, continue at work and receive vacation pay in lieu of vacation provided such action has the approval of the Town Manager and provided funds are available.

Section 6

In the event of the termination of employment, said termination caused through no fault of the employee, or by reason of retirement, the employee shall be paid, or be entitled to time off with pay, an amount equal to the vacation allowance earned, and not granted, in the vacation year prior to such termination and up to the time of the employee's separation from the payroll.

Section 7

Employees shall notify the Director of their desired vacation dates two weeks prior to the requested vacation dates. The Director shall notify employees of approval or disapproval within 48 business hours. Any change in vacation dates must be approved by the Director. Any vacation not requested two weeks in advance of each year may be granted at the discretion of the Director of Public Works in accordance with Section 3 above.

ARTICLE 20
HEALTH AND WELFARE

Section 1

The parties acknowledge that health insurance is provided by the Town pursuant to M.G.L. c. 32B, § 23.

Section 2

The Town's contribution rate will be 83% for individual plans and 61% for family plans on the GIC except for the Unicare Basic Indemnity Plan where the Town's contribution rate is 50%. The subscriber shall pay the remainder. The Town will continue to offer dental insurance through Delta Premier Plan B and contribute 50% of the cost regardless of whether the subscriber is in an individual or family plan. Employee contributions may be made on a pre-tax basis through a so-called Section 125 plan.

Section 3

The Town agrees to offer term life insurance coverage in the amount of \$5,000 (an additional \$5,000 in the event of accidental death or dismemberment) and will pay a minimum of 50% of the premium after (30) days of employment for all full-time permanent employees.

Section 4

The parties agree that the medical coverage provision may be reopened at any time during the agreement by notice in writing from the Town to the Union.

ARTICLE 21 SICK LEAVE

Section 1

All regular, full-time employees shall be entitled to sick leave with pay accumulated at the rate of one and one-quarter (1 ¼) work days per month, (fifteen (15) work days per year). Sick leave may not be used for any other purpose except illness, injury, or disability which prevents the employee from performing his/her normal duties.

Section 2

An employee, in order to be eligible to use Sick Leave, must notify their Operations Manager or other representative designated by the Director prior to start of regular working hours on each day of any absence for which the employee intends to use Sick Leave, the nature of the illness, injury or disability and a medical diagnosis if possible at that time, together with an estimate of the time the employee expects to return to work. The absent employee who is claiming Sick Leave is expected to keep the Operations Manager informed of the progress of the sickness, injury or disability and may be required to provide doctor's certificates from time to time at the discretion of the Director if such absence is prolonged. The Town Manager may require any employee receiving Sick Leave pay, to be examined by a physician chosen by the Town, such examination shall be administered without charge to the employee.

Section 3

Verification of sickness by a physician may be required in cases of suspected sick leave abuse, e.g., excessive absenteeism or an unusual pattern of absences (including unexcused absences prior to or following a holiday, vacation period, weekend or leave). Employees shall be counseled concerning said violations. An employee may not be placed on suspected Sick Leave Abuse Probation for a period greater than ninety (90) days without further counseling.

Section 4

The above is not to be construed by any employee to authorize time off or for any sickness caused by overindulgence in alcohol or narcotics or by the employee's own misconduct.

Section 5

Except in cases of extended illness verified by a physician, employees who utilize more than ten (10) days of sick leave in a fiscal year shall only be eligible to earn sick leave in the following fiscal year at a rate of five-sixths (5/6's) of a work day per month (ten (10) workdays per year).

Section 6

An employee who by reason of an industrial accident receives statutory compensation under the Commonwealth's Workman's Compensation statutes may choose to receive, in addition to said pay, an amount equal to the difference between said pay and the employee's regular weekly compensation as defined in Article 17 of this Agreement, after taxes. This benefit shall cease upon the exhaustion of the employee's accrued leave, including sick, vacation and personal time. Employees who have exhausted their Sick Leave accumulation may apply to the Town Manager for additional Sick Leave. The decision of the Town Manager shall not be subject to the grievance and arbitration procedures of the Agreement.

Section 7

Employees shall receive one (1) day's pay for every four (4) days of accumulated sick leave in accordance with the following schedule:

1. After ten (10) years from the date of hire upon death or disability retirement, to be paid to the employee or his/her spouse.
2. After twenty (20) years from the date of hire upon retirement, to be paid to the employee.
3. After twenty-five (25) years from date of hire upon resignation, to be paid to the employee.

The employee's pay rate in effect at the time of his/her separation shall be used to calculate the payment due.

Section 8

In order to reward and enhance superior attendance, an employee shall be granted personal leave, known as incentive days, based upon usage of sick leave in each fiscal year as follows:

Zero (0) sick days used -	3 incentive days
One (1) sick day used -	2 incentive days
Two (2) sick days used -	1 incentive day

or be given the choice to receive cash payment incentive at the following amounts:

Zero (0) sick days used -	\$300
One (1) sick day used -	\$200
Two (2) sick days used -	\$100

The measurement of sick days for the prior fiscal year under this provision shall commence on July 1, 1995 and of each year thereafter. Such incentive days shall be used in the fiscal year in which they are credited. If the cash payment incentive option is chosen, such payment will be made to the employee on the first pay date following July 31st each year.

ARTICLE 22 BEREAVEMENT LEAVE

An Employee shall be granted leave without loss of pay as follows:

1. In the event of the death of a spouse or child of an Employee - five (5) consecutive work days.
2. In the event of the death of a mother, father, sister, or brother of an Employee - three (3) consecutive calendar days, ending with the day of the funeral.
3. In the event of the death of grandparents, immediate in-laws, or other members of the immediate household of an employee - two (2) consecutive calendar days, ending with the day of the funeral.

ARTICLE 23 PERSONAL BUSINESS LEAVE

Section 1

Every year, beginning July 1, employees will be granted two days of paid leave to be used within twelve months to conduct personal business under the following conditions: :

A. It is recognized that absence of the employee from work interrupts the continuous operations, upkeep and productivity of the highest quality which is expected of Town employees and must therefore be held to a minimum, if possible. It is understood that employees will make every effort to attend to their personal business on “non-working days” and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the working commitment. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the employee during work hours and which cannot otherwise be scheduled.

Section 2

Application for personal leave (except in cases of emergency) will be made at least twenty-four (24) hours before taking such leave. Employees who fail to request approval in advance shall forfeit full pay for each day of unauthorized absence. If, because of lack of time in an emergency situation, permission is sought and granted orally, such permission must be confirmed in writing using the standard procedure.

Section 3

An employee who misuses any paid leave shall be subject to disciplinary action including, but not limited to, loss of pay and deprivation of any further leave.

Section 4

For all employees, personal business leave, except in cases of emergency, shall be requested prior to the date of absence, and shall be taken in periods of not less than four (4) hours, except it may be taken in two (2) hour periods with prior permission at the beginning and/or at the end of a work shift.

Section 5

New employees commencing employment between January 1st and March 31st will be granted one personal day to be used during the period from their employment commencement date and ending June 30th subject to the foregoing conditions of this Article. Employees commencing employment on or after April 1st will not be eligible for a personal day until the following July 1st.

ARTICLE 24 **JURY DUTY**

If an employee is called to jury duty, the employee shall receive an amount equal to the difference between his/her normal compensation of eight (8) hours of pay at straight time rates and the amount (excluding any travel allowance) received from the court, upon presentation of evidence of the amount paid by the court.

ARTICLE 25 **MEAL PERIODS**

Section 1

All employees shall be granted regular meal periods which shall be scheduled at the middle of the normal workday whenever possible. A lunch meal period shall be scheduled no earlier than 5 hours after the start of the shift. Any employee who is requested to work through his/her lunch period by their operations manager or the DPW Director shall have the option of being paid for said time, take a lunch break at a later time, or leave one-half hour earlier than their regularly scheduled quitting

time. Time allowed for meal periods during the regular workday shall not constitute a part of the paid workday.

Section 2

Employees shall have a one-half (½) hour meal period.

Section 3

An employee required to work more than four (4) hours overtime continuous with the expiration of his/her regularly scheduled work day shall be furnished with a meal or meal allowance after said four (4) hours of overtime, and an additional meal or meal allowance for each additional four (4) hours of continuous overtime worked. Employees who are called back to work shall receive a meal or meal allowance after four (4) hours of continuous overtime worked and an additional meal or meal allowance for each additional four (4) hours of continuous overtime worked. Employees who are scheduled to work on an overtime basis on Saturday or Sunday shall receive a meal or meal allowance only after they have worked twelve (12) continuous hours, exclusive of the normal meal periods, on said day or days, and shall receive an additional meal or meal allowance for each additional four (4) hours of continuous work on said days. Employees who are called to work on an emergency basis on Saturday or Sunday shall receive the meal allowance after each four (4) hours of continuous work.

The amount of the meal allowance shall be ten dollars (\$10.00).

Section 4

Overtime meal periods shall be of one-half (½) hour's duration. No time deduction shall be made for the one-half (½) hour overtime meal periods.

Section 5

The Employer shall have the right to adjust overtime meal times in a reasonable manner to be compatible with the availability of meals and other consideration of public convenience and accommodation.

ARTICLE 26 **COFFEE BREAKS**

Section 1

All employees' work schedules shall provide for a fifteen (15) minute coffee break during the period from commencement of work to the lunch period. It shall be taken so as to provide the least disturbance to the work progress. Department vehicles shall not be used to transport a crew to a diner, store, or restaurant and the job site shall not be left unattended. For crews of three or more, the foreman may send one crewmember to a store in Bedford within two (2) miles of the job site. The coffee break commences when that crewmember returns with their refreshments. Employees working East of Route 3 may take a coffee break at the retail area at the intersection of Route 62 and the Middlesex Turnpike.

Section 2

All employees shall have the ability to take liquid refreshments at a time during a 15-minute period from the end of the lunch period to the end of the normal workday. This ability does not; however, provide for a specific rest period. The employer and union acknowledge that it is the intent of this section that crew work not be disrupted.

Section 3

The Employer shall provide coffee, at the Department of Public Works facility, for all employees who work overtime between the hours of 11:00 p.m. and 7:00 a.m.

ARTICLE 27
CLEAN UP TIME

Section 1

Employees shall be granted a ten (10) minute personal clean-up period prior to the end of the employee's daily time worked.

Section 2

Work schedules shall be arranged so that employees may take advantage of this provision with facilities presently available.

ARTICLE 28
TEMPERATURE

Except in cases of emergency, when the temperature becomes oppressive, either hot or cold, the continuance of work for the duration of the shift will be at the discretion of the Director, which discretion will not be unreasonably exercised. Should the Director order the suspension of work for the remainder of the shift, the employees so relieved will be paid straight time rates to the end of the shift. However, the Director may reassign the employees to areas where the heat or cold is not so oppressive as to warrant consideration of relief from work.

ARTICLE 29
JOB POSTING

Section 1

When a position covered by this agreement becomes vacant, such vacancy shall, when the Employer fills it, be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) calendar days. Employees interested shall apply in writing within the seven (7) calendar day period. Within ten (10) working days after the last day for employees to apply, the Employer shall award the position first on the basis of the Employer's exclusive judgment of the employee's skill, ability, performance and experience and secondly on the basis of seniority as defined in Article 10 of this Agreement. In the event an employee of the same classification as the vacant position requests a transfer into the vacant position, the employer shall first consider said employee's request prior to considering the application of an employee in a lower classification. The Employer shall not be prevented from filling a foreman vacancy with a candidate not covered by this agreement.

Section 2

The successful applicant shall be given a ninety (90) day trial period in the new position at the applicable rate of pay. The Director of Public Works reserves the right to adjust the trial period down to 30 days or up to 120 days at their discretion. The term "applicable rate of pay" is defined as follows:

1. Should the successful applicant be applying for a Posted Job in a higher P.W. Classification or be promoted to a higher rated job, the employee will be paid at the next higher rate in the applicable P.W. Classification.
2. Should the successful applicant be applying for a Posted Job in the same P.W. Classification, the employee will be paid at their own rate.
3. Should the successful applicant be applying for a Posted Job in a lower P.W. Classification, the employee will be paid the rate closest to the employee's current rate in the applicable P.W. Classification not to exceed the maximum or top step in the rate range of the P.W. Classification to which the employee is being paid.

Section 3

If at any time during the trial period, the Employer determines that the employee is not qualified to perform the work, the employee shall be returned to their former job or a comparable position of like status and pay.

Section 4

If no applicant is qualified, the Employer may fill the position from outside the bargaining unit.

ARTICLE 30
SAFETY CODE COMMITTEE

Section 1

The Employer from time to time may make reasonable regulations for the safety and health of the employees in the performance of their duties.

Section 2

Before any new regulation pertaining to the safety and health of the employees is established, the Employer shall send a copy of the proposal to the Union representative for review. Either party may request a conference on a proposal. Standard safety practices and common sense shall prevail.

Section 3

A safety committee consisting of two (2) representatives of the Employer and two (2) representatives of the Union shall be appointed and shall meet from time to time to discuss such regulations or other matters relating to health and safety.

Section 4

The Employer shall regulate and the Union shall inform its members to use protective devices, wearing apparel, safety practices and other accessories, equipment and precautions for the protection of employees from injury.

Section 5

When vaccinations are recommended by a physician to protect an employee from rabies or hepatitis B as a result of exposure at work, and the employee's health insurance carrier will not provide such vaccinations, the Town will arrange such vaccinations to be administered to the employee or alternatively, if deemed appropriate by the Town, shall reimburse the employee for the expense of the vaccination.

Section 6

Subject to the employee's right to the grievance procedure, the Employer may treat violations of the safety code as a breach of discipline.

ARTICLE 31
UNIFORMS AND PROTECTIVE CLOTHING

Section 1

The Director shall determine the standard uniform to be worn by all the employees. Employees will not be allowed to report to work unless they are in proper uniform.

The Director shall give written notice to all impacted employees whenever (s)he has authorized an alteration or alternative to approved uniform garments. Such notice shall constitute the sole authorization to employees to wear specific uniform garments.

Uniforms, footwear (except as specified below), gloves and other accessories shall be provided by the employee.

“The Town Shall provide shirts, sweatshirts, and jackets for employees to wear. Other clothing (except as specified elsewhere in this Article) shall be provided by the employee. Clothing shall be kept in good condition and shall not detract from the professionalism of the Department.”

Section 2

The Town will pay \$500.00 per year to each employee to be used to maintain their uniforms and other work clothes, and \$400 to maintain their boots. Payment will be made semi-annually, in October and April of each year

Newly hired employees shall receive 50% of a full year’s clothing allowance within thirty (30) days of their employment. Their next allowance shall be issued on the second scheduled payment date after their date of hire.

Section 3

Protective glasses, helmets, climbing belts, and other safety accessories shall be supplied by the Employer, and the employee shall be required to utilize said accessories and devices in accordance with the provisions as set forth in this Agreement under Article 30 - Safety Code Committee.

Safety jackets, protective glasses, helmets, climbing belts and other safety accessories shall be replaced when worn or in disrepair under the same conditions of this section as pertains to storm gear.

Section 4

Employees required to wear storm gear to perform their work assignments shall be supplied said storm gear including hats, capes, overalls, pants and boots.

The Employee shall be responsible for his/her issue of storm gear and shall be responsible to have it readily available to wear.

If an employee is assigned duty requiring storm gear and his/her issue is not available for wear, the employee shall forfeit the time lost.

The Employer shall replace worn storm gear, and the employee shall be required to turn in worn gear to draw a new issue.

If the employee does not have the worn issue to turn in, the cost of the new issues shall be withheld from the employee’s pay, unless the employee can satisfactorily show that such loss or inability to turn in such issue was not due to the employee’s fault.

Section 5

Employees at the discretion of their supervisor and approval of the DPW Director may wear shorts. Shorts are prohibited where safety is a concern or where appearance detracts from the professionalism of the department. Employees must have appropriate attire available at any given time to execute all duties associated with assigned tasks and/or projects. An employee may be required to leave work without pay until he/she obtains appropriate clothing/uniform. Shorts shall fit loosely, be navy blue in color and must extend to two inches above the knee in length. No short-shorts or cut-offs may be worn.

Section 6

Employees not wearing the required uniform shall be disciplined as follows:

1st offense-a verbal warning shall be issued.

2nd offense-a written warning shall be issued.

3rd offense-the employee's clothing allowance shall be forfeited for one year.

When responding to an unscheduled emergency overtime call from a location other than their home, employees shall not be required to wear their uniform and, consequently, will not be subjected to the above discipline in such an instance.

ARTICLE 32 **BULLETIN BOARD**

Section 1

Announcements shall be posted on a conspicuously placed bulletin board where employees enter or leave the premises.

Section 2

Parties to this Agreement, both of whom may post notices on the bulletin board on a 50-50 share basis, agree not to post denunciatory, inflammatory, risqué or obscene written material, pictures or cartoons on such bulletin board.

ARTICLE 33 **TUITION REIMBURSEMENT**

The Town will provide reimbursement for the cost of tuition for courses taken by employees under the following conditions:

1. There must be prior approval of the course in advance given by the Director.
2. The course must be related to the employee's current job duties.
3. There will be fifty percent (50%) reimbursement of the cost of tuition not to exceed a maximum of two-hundred fifty dollars (\$250) per person per course.
4. Employees must receive a letter grade of "B" or better, or "pass"; or in other circumstances must provide a certificate to the Director that they have successfully completed the course.
5. Courses shall be taken on non-paid time.

ARTICLE 34 **LAYOFFS**

Section 1

In the event of a layoff during the life of this Agreement for lack of work, lack of funds or other good-faith reason within Management's prerogative, the Town shall not be required to negotiate over such layoff decision or its impact. The Town will sit with the Union prior to implementation to discuss its reasons for the proposed layoff. The Union reserves the right to grieve whether Management's reason is in good faith.

Section 2

A layoff shall be accomplished as follows:

1. The Town will seek volunteers for layoff.

2. If insufficient employees volunteer, the least senior employee(s) within a job title that is to be reduced or eliminated will be laid off first. A laid-off employee shall have the right to displace the least senior employee in an equal or lower job title in the bargaining unit, provided such employee has less seniority than the displacing employee. The displacing employee must have previously worked at, or otherwise be qualified to perform, the displaced employee's job. At the request of the Union, but not an individual employee, a decision by Management that an employee is not qualified to bump into a lower job title shall be subject to arbitration. The parties will cooperate in expediting arbitration by waiving briefs and requesting a decision within 5 days of a promptly scheduled hearing.

Section 3

Employees who are laid off will be placed on a recall list for 18 months. Recall will be in order of seniority for vacancies in equal or lower job titles. Recall rights will terminate if a recall offer to an employee's prior classification or in a job paying equal to the employee's prior classification is refused.

ARTICLE 35 **JOB DESCRIPTIONS**

Section 1

Upon request by either party, the Town and the Union shall meet and confer at reasonable times to create formal job descriptions during the course of this contract. Both parties agree to meet their obligations to bargain over any changes to the job descriptions.

Section 2

Changes in job descriptions shall not be used as a discipline measure. Changes in job descriptions will not result in the reduction of wages to the affected employee.

Section 3

Changes in job descriptions should not be used as a method to discharge an employee for non-performance.

Section 4

The Union reserves the right to grieve any violation of sections 1, 2 or 3 of this Article.

ARTICLE 36 LICENSES

Section 1

Employees whose job responsibilities include the operation of motor vehicles requiring a Commercial Driver's License (CDL) and a 2A/1C Hydraulic/Hoisting Engineer's License (or higher) shall be required to obtain such license prior to or within 90 days after employment with the Town, whichever is sooner. Employees will be required to maintain such licenses during their employment except for as otherwise provided within this section. Probationary status for new employees may be extended by the DPW Director, in their discretion, after 90 days in the situation where the required licenses have not been obtained. Periodic renewal of such license (s), as required by law, shall be the responsibility of the employee. Except as otherwise provided in Section 1A of this Article, in the event an employee's CDL or Hydraulic/Hoisting Engineer's License is not obtained, not renewed or is revoked, such employee may remain employed by the Town, without reimbursement as per Section 1A and 2 of this article and shall be reduced in their pay grade to a step which is two (2) steps below their current classification, for a period of not more than one (1) year, after which in the event that the employee's CDL or Hydraulic/Hoisting Engineer's License is not reinstated the employee shall be terminated without recourse. During this one (1) year period the employee shall not advance within their pay grade. Notwithstanding the termination provision in the prior sentence, an employee who is unable to maintain a Hydraulic/Hoisting License due to a medical condition and who has been both employed by the Town for a consecutive period of at least 20 years and is at least 60 years of age at the time the license is not renewed, may be considered for continuation of employment. In such a circumstance, the Director shall review the situation taking into consideration the needs of the Department for equipment operation and make a recommendation to the Town Manager as to whether such an employee with at least 20 years of service may continue in the employment of the Town at the reduced compensation level. The Town Manager shall make the final decision with respect to continued employment. The decision of the Town Manager shall be final without recourse and not subject to the provisions of Article 12 – Grievance and Arbitration Procedure of this Agreement.

Section 1A – Hoisting License

The License is required to operate Excavators.

1. Employees who obtained the 2A License before February 1, 2022, will receive \$700 in additional compensation retroactive to the date the license was obtained but no further back than July 1, 2020.
2. Employees hired on or after September 1, 2021, will not be eligible for additional compensation for the License.
3. The Town will provide employees their regular pay for any time spent on State-mandated Training to obtain and maintain the License and to complete any continuing education to maintain such license. Employees will also be reimbursed for renewal fees and registration costs for the exam to obtain or maintain the license if they pass the exam.

Section 2

- A. The Town encourages employees to obtain and maintain additional licenses:

- B. In recognition of the enhanced skill and ability possessed by any employee who maintains the below licenses, the Town will provide additional annual compensation in the amount of \$300 to any employee holding one of these licenses and \$600 to any employee holding two or more of these licenses, and \$900 to any employee holding three or more of these licenses. A fourth license, with approval from the Department of Public Works Director, can result with a compensation of \$1,200 total. Said compensation shall be retroactive to the date the license was obtained, but no further back than July 1, 2025. Said additional compensation shall be added to the base wage and prorated. Employees shall annually provide proof of current licenses to employer.
- Hazardous Materials and/or Tank Vehicle Endorsement
 - Wastewater Operator License
 - Backflow Tester
 - Backflow Surveyor License
 - Pesticide Applicators License
 - Hydraulic/Hoisting Engineer's License (applicable only to employees hired prior to 7/1/07) not compensated for in Section 1A.1.
 - Hoisting license 4E – Catch Basin Cleaner
- C. In recognition of the enhanced skill and ability possessed by any employee who maintains the below licenses, the Town will provide additional annual compensation in the amount of \$700 to any employee holding one (1) of the following licenses. Said compensation shall be retroactive to the date the license was obtained but no further back than July 1, 2022. Said additional compensation shall be added to the base wage and prorated. Employees shall annually provide proof of current licenses to employer.
- Certified Arborist License;
 - Subject to the Director of Public Works approval, any other license determined by the DPW Director, in their discretion, to be useful for the DPW's operations. If the Director of Public Works determines that a license is useful and approves additional compensation for such license, they may limit the number of employees who could qualify for such compensation. Any determination made by the Director of Public Works under this paragraph shall not be grievable in any forum, including the Grievance and Arbitration Procedure in the parties' CBA.

Section 3

The Town will reimburse employees for renewal fees and registration costs associated with continuing education required for the maintenance of any of the licenses referenced in Section 2, or any license required for the performance of an employee's job duties

Section 4

The Town agrees to pay for Department of Transportation (DOT) physicals for employees who have worked for the Town for more than one year and who carry a license that requires a DOT physical. The Town will send the employee to a healthcare provider of the Town's choosing to receive their DOT physical.

ARTICLE 37
JOB RELATED INJURY

Section 1

Employees must report all on-the-job injuries to their supervisor the same day as the injury or as soon as the employee is physically able to do so, including by completing an injury report document(s) provided by the Town. If an employee is absent from work due to an on the job injury, the employee must file a claim for workers' compensation; the failure to do so will render the employee ineligible to use sick leave.

Section 2

If an employee sustains a job-related injury and is unable to work, the Town will provide the employee regular pay for the first five (5) missed work days without deducting from the employee's accrued sick leave balance provided all of the following conditions are met:

- a.) that the employee seeks initial treatment at the Town's expense with the Town's occupational health provider (unless either emergency services are required or the injury occurred outside of normal business hours), and wore the appropriate protective devices, wearing apparel, safety equipment and other accessories and that the employee used the appropriate safety practices and precautions to protect him or herself from injury; and
- b.) that the employee utilizes any doctor, medical specialist or physical therapist or other rehabilitation specialist which the Town may choose to appoint for evaluation and treatment of any such injury.

The above provision should not be interpreted to provide employees with windfall payments for the five (5) days nor to reward invalid workers compensation claims. Therefore, in the event that it is determined that the employee is not entitled to wage payments under the workers' compensation law or the employee receives workers' compensation payments for the first five (5) missed work days, the employee will be obligated to reimburse the Town for the five (5) days of regular pay. Such reimbursement will be due within fourteen (14) days of notice from the Town that it is due. If said reimbursement is not forthcoming by the due date, the Town may deduct the five (5) days of regular pay from any payments accrued by or owed to the employee by the Town, including but not limited to sick leave, vacation leave or regular pay.

Section 3

An employee receiving worker's compensation payments may choose to supplement the payments to maintain regular weekly pay by drawing upon the employee's accrued paid leave, including personal, sick and vacation time."

Employees receiving workers' compensation payments are not eligible to accrue other forms of paid leave after sixty (60) days on leave.

ARTICLE 38
FAMILY & MEDICAL LEAVE ACT

Notwithstanding anything in this agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 (“FMLA”), or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act (“SNLA”). The FMLA is a federal law that provides for up to 12 weeks of unpaid leave each year for the birth, adoption or placement of a child, or the serious health condition of the employee or an immediate family member. The SNLA is a state law that provides up to 24 hours per year of unpaid leave to attend to certain responsibilities regarding the education of the employee’s child, or the placement of an older relative in a nursing home. Paid leave may be substituted for unpaid leave under certain circumstances. In the event that an employee qualifies for Family and Medical Leave, the Town has the right to designate first sick leave, followed by any other leave, as Family or Medical leave in accordance with the Family and Medical Leave Act. The Town shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws. The Town’s Family and Medical Leave Policy, as updated from time to time, is incorporated by reference.’’

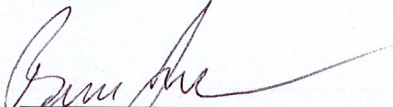
ARTICLE 39
DURATION OF AGREEMENT

The provisions of this Agreement will become effective July 1, 2025 and will continue in full force and effect through June 30, 2028 and shall terminate automatically upon that date. Should either or both parties desire to negotiate a new Agreement for succeeding years, such party or parties, shall, by November 1, 2021, give notice in writing to the other party by certified or registered mail.

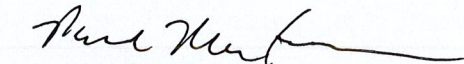
In witness whereof, the Employer in the name of the Select Board of the Town of Bedford has caused this Agreement to be executed and the Union has executed this Agreement in its name and behalf and in the name and behalf of the employees represented by the Union by the officers duly authorized to do so by Local 1703, State Council 93, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO.

AFSCME Council 93
Local 1703

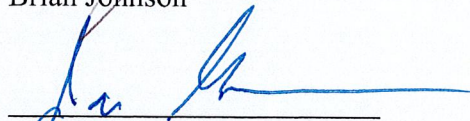
Town of Bedford
Select Board



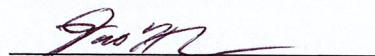
Brian Johnson



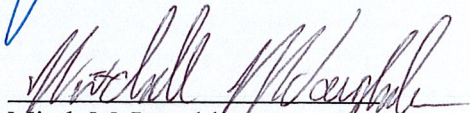
Paul Mortenson, Chair



James Galipeau

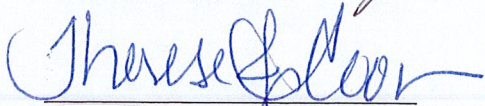


Dan Brosgol

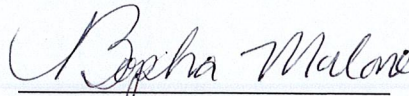


Mitch McLaughlin

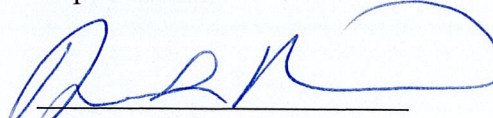
Shawn Hanegan



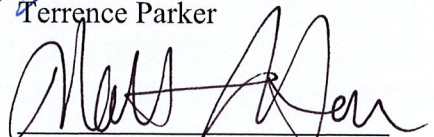
Therese J. Cooper
AFSCME Staff Representative



Bopha Malone



Terrence Parker



Matthew Hanson, Town Manager

8/7/25
Date

7/28/25
Date

APPENDIX A1
AUTHORIZATION FOR PAYROLL DEDUCTION
FOR UNION DUES

BY: _____
(Name of Employee)

TO: _____
(Name of Employer)

Effective _____ I hereby request and authorize you to
(Date)

deduct from my earnings each _____ the amount of \$ _____.
(payroll period)

This amount shall be paid to the Treasurer of AFSCME Council 93, 8 Beacon Street, Boston, MA 02108, and represents payment of my union dues.

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

Employee's Signature

Employee's Address

Appendix A2
AUTHORIZATION FOR PAYROLL DEDUCTION FOR AGENCY SERVICE FEE

The undersigned employee of the Department of Public Works of the Town of Bedford hereby requests and authorizes the Town of Bedford and/or the Bedford Town Treasurer, effective _____ to deduct from my earnings each month the amount of _____ and to transmit said amount to the Treasurer of AFSCME Council 93, 8 Beacon Street, Boston, MA 02108, for payment of an agency service fee.

Employee's Signature

APPENDIX B
CLASSIFICATION PLAN AND PAY RATES

- A - Chief Water System Operator, Chief Sewer System Operator, Working Foreman
- B - Electrician
- C - Maint. Craftsman, Mechanic, Water Sys. Operator, Sewer Sys. Operator, Asst. Working Foreman
- D - Heavy Equipment Operator

July 1, 2025 3.00% 10 Years 15 Years 20 Years

FY23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Group A	\$1,235.73	\$1,297.52	\$1,362.40	\$1,430.55	\$1,502.07	\$1,532.11	\$1,562.76	\$1,594.01
Group B	\$1,214.85	\$1,263.48	\$1,314.01	\$1,366.58	\$1,421.24	\$1,449.66	\$1,478.66	\$1,508.23
Group C	\$1,193.06	\$1,240.80	\$1,290.45	\$1,342.06	\$1,395.75	\$1,423.67	\$1,452.14	\$1,481.18
Group D	\$1,081.64	\$1,124.91	\$1,169.93	\$1,216.71	\$1,265.39	\$1,290.69	\$1,316.50	\$1,342.83

July 1, 2026 3.00% 10 Years 15 Years 20 Years

FY24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Group A	\$1,272.80	\$1,336.44	\$1,403.27	\$1,473.47	\$1,547.13	\$1,578.07	\$1,609.64	\$1,641.83
Group B	\$1,251.30	\$1,301.38	\$1,353.43	\$1,407.58	\$1,463.88	\$1,493.15	\$1,523.02	\$1,553.48
Group C	\$1,228.85	\$1,278.02	\$1,329.16	\$1,382.32	\$1,437.62	\$1,466.38	\$1,495.70	\$1,525.62
Group D	\$1,114.09	\$1,158.66	\$1,205.03	\$1,253.21	\$1,303.35	\$1,329.41	\$1,356.00	\$1,383.11

July 1, 2027 2.50% 10 Years 15 Years 20 Years

FY25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Group A	\$1,304.62	\$1,369.86	\$1,438.35	\$1,510.30	\$1,585.81	\$1,617.52	\$1,649.88	\$1,682.88
Group B	\$1,282.58	\$1,333.92	\$1,387.27	\$1,442.72	\$1,500.47	\$1,530.48	\$1,561.10	\$1,592.31
Group C	\$1,259.57	\$1,309.97	\$1,362.39	\$1,416.88	\$1,473.56	\$1,503.04	\$1,533.10	\$1,563.76
Group D	\$1,141.94	\$1,187.62	\$1,235.15	\$1,284.54	\$1,335.94	\$1,362.65	\$1,389.89	\$1,417.69

Training Rate	15% below Step 1 of the employees Group for new hires without minimum required licenses.
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Step 8 pay will be awarded to those employees who were hired after July 17, 1989 and have achieved 20 years of service.

APPENDIX C
TOWN OF BEDFORD
ALCOHOL AND DRUG POLICY

I. GENERAL

(Sections I, II, and III apply to all employees of the Town of Bedford Public Works AFSCME Council 93, Local 1703 whether or not they are also subject to the requirements of the Omnibus Transportation Employee Testing Act of 1991.)

The Town of Bedford has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the Town of Bedford has established this policy regarding drug and alcohol use or abuse. Our goal will continue to be one of establishing and maintaining a work environment that is free from the effects of alcohol and drug use.

Employees of the Town of Bedford 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 Bedford 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 involvement with drugs and alcohol can have an impact on the work place and on our ability to accomplish our goal of providing an alcohol and drug-free environment.

The following is the Town of Bedford's policy regarding alcohol and drugs in the workplace:

1. In accordance with the Federal Drug Free Workplace Act of 1988, the illegal use, sale or possession of narcotics, drugs, or controlled substances while on the job or on Town property is an offense warranting discharge. Any illegal substances will be turned over to the appropriate law enforcement agency.
2. Employees who are under the influence of alcohol or narcotics, drugs or controlled substances, whether on the job or when reporting for work, or who possess or consume alcohol during work hours, have the potential for interfering with their own, as well as their co-workers' safe and efficient job performance. Consistent with existing Town of Bedford practices, such conditions constitute proper cause for administrative action up to and including termination of employment.
3. Illegal drug activity which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public, or Town property or equipment is proper cause for administrative or disciplinary action up to and including termination of employment. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the Town and other factors relative to the impact of the employee's arrest upon the conduct of Town business.
4. Some of the drugs which are illegal under federal, state or local laws include, among others, marijuana (THC metabolite), cocaine, opiates (including heroin), amphetamines, and phencyclidine (PCP).

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.
6. Any employee, while on Town property or during that employee's work shift, including without limitation all breaks and meal periods, who consumes or uses, or is found to have in his or her personal possession, in his or her locker, desk or other such repository provided by the Town, 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 without pay pending further investigation. If use or possession is substantiated, disciplinary action, up to and including discharge, will be imposed.
7. Any employee who voluntarily requests assistance in dealing with a personal drug addiction or alcohol problems may participate in the Employee Assistance Program (EAP) without jeopardizing his or her continued employment with the Town of Bedford. Because the program is being offered confidentially, an employee may utilize the program without the Town's knowledge. If an employee chooses to notify the Town or request assistance from the Town regarding an alcohol or drug problem, that notice or request will not jeopardize his or her continued employment, provided the employee stops all involvement with the substance being abused, and maintains adequate job performance. While the EAP is a valuable source in dealing with personal problems, participation in the program will not prevent disciplinary action for a violation of this policy.
8. Any employee whose job requirements include possessing a valid driver's license, who loses his/her driver's license as a result of a conviction for driving under the influence, shall be subject to disciplinary measures, including temporary reclassification or termination from employment with the Town.

This statement is to clarify the Town of Bedford's operational stance and to provide for prompt effective reaction to any alcohol or drug related situation which has or could have any impact on operations. It does not alter in any way the policy of assisting employees in securing proper treatment or extending the coverage of the health benefits plan as indicated for problem drinking, alcoholism, or other drug dependencies.

If an employee has not violated alcohol or drug prohibitions but would like further information or assistance on alcohol or drug issues, the employee may do so on a confidential basis through the Town of Bedford Employee Assistance Program.

What are the Effects of Alcohol and Drugs on the Body?

Alcohol, a nervous system depressant, is the most widely abused drug. About half of all auto accident fatalities in this country are related to alcohol abuse. A 12-ounce can of beer, a 5-ounce glass of wine and a 1.5-ounce shot of hard liquor all contain the same amount of alcohol. Each ½ ounce of alcohol takes the average body about one hour to process and eliminate. Coffee, cold showers and exercise do not hasten sobriety.

Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory, and judgment. Taken

in larger quantities over a long period of time, alcohol can damage the liver and heart and can cause permanent brain damage. On the average, heavy drinkers can shorten their life spans by about ten years.

Other Effects:

- greatly impaired driving ability
- reduced coordination and reflex
- impaired vision and judgment
- inability to divide attention
- lowering of inhibitions
- hangover, which can be accompanied by headaches, nausea, dehydration, unclear thinking, unsettled digestion and aching muscles

Marijuana, also known as “pot”, “weed”, “grass” and other street names, alters the user’s sense of time and reduces the ability to perform tasks requiring concentration. The drug has a significant effect on judgment, caution, and sensory/motor functions.

Marijuana stays in the body for 28 days, unlike alcohol, which dissipates in a few hours.

Other Effects:

- impaired driving for at least 4-6 hours after smoking one “joint”.
- restlessness
- inability to concentrate
- increased pulse rate and blood pressure
- rapidly changing emotions and erratic behavior
- altered sense of identity
- dulling of attention
- hallucinations, fantasies and paranoia
- reduction or temporary loss of fertility

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

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

Other Effects:

- a rush of pleasurable sensations
- a heightened, but momentary, feeling of confidence, strength and endurance
- accelerated pulse, blood pressure and respiration
- impaired driving ability
- paranoia, which can trigger mental disorders in users prone to mental instability
- irritation of the nostrils and nasal membrane

- mood swings
- anxiety
- reduced sense of humor
- compulsive behavior, such as teeth grinding or repeated hand washing

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

People with a history of sustained low-dose amphetamine use quite often become addicted, believing that they need the drug to get by. These users frequently keep taking amphetamines and avoid the “down” mood they experience when the drug wears off.

Even small, infrequent doses can produce toxic effects in some persons. Restlessness, anxiety, mood swings, panic, heart rhythm disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. Long-term users often have acne resembling measles, trouble with their teeth, gums and nails, and dry, dull hair. Heavy, frequent use can produce brain damage resulting in speech disturbances.

Other Effects:

- Loss of appetite
- irritability, anxiety, apprehension
- increased heart rate and blood pressure
- difficulty in focusing eyes
- exaggerated reflexes
- distorted thinking
- perspiration, headaches, dizziness
- short-term insomnia

Opiates include heroin, morphine, codeine and narcotics used to relieve pain and induce sleep. Heroin, also called “junk” or “smack”, accounts for 90% of the narcotic abuse in this country.

Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal and cannot even be obtained with a physician’s prescription.

Most medical problems are caused by the uncertain dosage level, the use of unsterile needles, contamination of the drug, or the combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used.

Other Effects:

- short-lived euphoria
- impaired driving ability
- drowsiness, followed by sleep
- constipation
- decreased physical activity
- reduced vision
- change in sleeping habits
- possible death

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

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

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

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

Other Effects:

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

**II. OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991:
TESTING FOR DRUGS AND ALCOHOL**

It is the policy of the Town of Bedford to comply fully with the Rules issued by the U.S. Department of Transportation under the 1991 Omnibus Transportation Employee Testing Act dealing with limitations on alcohol and drug use by transportation workers, drug and alcohol testing of such workers and the reporting/record-keeping requirements relative to such testing. The Rules (found at 49 C.F.R. s382.100 et seq.) mandate regulations concerning pre-employment, random, reasonable suspicion and post-accident drug and alcohol testing, and apply to all interstate and intrastate truck and motor coach operators, including but not limited to, school bus drivers and all Town employees who have commercial driver’s licenses as a requirement of their job.

The following conduct is prohibited:

1. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions with a breath/blood alcohol content of 0.020 percent (or higher);
2. Use of alcohol within the four (4) hours prior to reporting for duty;
3. Use of alcohol on the job;
4. Use of alcohol during the eight (8) hours following an accident, unless a test has already been administered;

5. Possession of any medication containing alcohol or food containing alcohol while driving a vehicle;
6. Refusal to take a required test, or tampering with samples offered at such a test;
7. Use of controlled substances unless a doctor has prescribed the controlled substance and the doctor has informed the employee that the substance does not adversely affect the employee's ability to operate a vehicle safely.

Violation of any of the above-cited prohibitions shall constitute immediate suspension pending further investigation. If use or possession is substantiated, disciplinary action, up to and including discharge, will be imposed.

Where there are legal differences in the requirements under the Omnibus Transportation Act and this policy, the Act takes precedence.

III. ALCOHOL AND DRUG TESTING PURSUANT TO 49 C.F.R. s.382.100 et seq.

A. Types of Tests

The following tests are required:

1. Pre-Placement:
All applicants for employment in positions requiring a Commercial Driver's License, or candidates for transfer or promotion to such positions, as well as those covered employees returning from layoff, are subject to screening for use of controlled substances. All applicants who test positive for controlled substances will not be offered employment or promotions with the Town of Bedford.
2. Post-Accident:
All covered employees shall be tested for alcohol and drugs after accidents involving safety sensitive vehicles. An accident is defined as an incident involving a commercial motor vehicle in which there is either a citation issued to the employee for a moving traffic violation, or there is a fatality in any involved vehicle. Tests for alcohol use shall be conducted within 2 hours, but in no case more than 8 hours of the accident, while tests for controlled substances shall be conducted within 32 hours of the accident. Employees must refrain from all alcohol and controlled substance use until the test is complete. Employees are obligated to cooperate in such testing or will be deemed to have refused. It is the employee's responsibility to make himself/herself available for testing. The employee will be accompanied to/from the testing site by a Town of Bedford employee/supervisor, if the test is not performed at the Town facility.
3. Reasonable Suspicion:
An employee shall be tested when a trained supervisor or manager states in writing that he/she observed behavior, speech, appearance or odor that leads to a reasonable suspicion that the employee exhibits characteristics consistent with alcohol or drug use. In the case of alcohol use, the observation shall be made during, preceding or after the performance of a safety-sensitive function. Tests for alcohol use shall be conducted within two (2) hours, but in no case more than eight (8) hours, after the observation is made. Tests for controlled substances will be conducted as soon as possible, but within 32 hours after the observation is made. If a

test cannot be administered, the driver must be removed from performing safety sensitive duties for at least 24 hours.

4. Random:

Employees shall be tested for the use of alcohol and controlled substances 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 25% of all the safety-sensitive drivers. Random drug tests conducted by the Town must equal at least 50% of all safety sensitive drivers.

5. Return to Duty and Follow-Up:

An employee who has violated the prohibited alcohol or drug standards shall be tested for alcohol and/or drug use prior to his/her return to providing safety sensitive duties. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months under extreme circumstances following the return to duty.

To the extent practicable, all tests will be conducted during employee's scheduled work hours.

After a test for post accident or reasonable suspicion, employees will be suspended and be allowed to utilize their accumulated sick leave until a test result is found. If the test result is found to be negative, sick leave utilized during the time of inability to work will be credited back. If a test result is positive, sick leave will not be credited and appropriate disciplinary action, up to and including discharge, will be imposed.

B. Conducting Tests

When reporting for testing, employees must present their CDL license as their identification. The employee's supervisor or manager shall transport the employee to and from the testing site, if necessary.

1. Alcohol

DOT rules require breath testing using evidential breath testing (EBT) devices. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.020 percent alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.020 percent or greater, a confirmation test must be conducted. Refusal of an employee to complete and sign the breath alcohol testing form shall be deemed to be a refusal to test. In addition, blood alcohol testing can be used in reasonable Town of Bedford suspicion and post-accident testing where an evidential breath testing device is not available or where an employee is not capable of producing adequate breath.

2. Drugs

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

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. Initially, 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 driver has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis at the employee's expense. Urine specimens will be 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 for each identified drug. 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 driver 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 negative result.

4. Refusal to Participate/Tampering

Any refusal to participate in any of the types of alcohol and or drug tests or recommended treatment plans or programs authorized in this policy will bring forth the same consequences under this policy as if the result of the test had been positive. If there is any evidence that an employee has engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

C. Consequences of Alcohol/Drug Misuse

1. Drivers and all safety-sensitive employees who have an alcohol concentration (defined as greater than 0.020 percent) or who have engaged in prohibited drug conduct (that is, who test positive for drug use) when tested just before, during, or just after performing safety sensitive functions must be removed from performing such duties for 24 hours, and will be sent home. Probationary employees will be terminated immediately. Employees so tested who wish to remain employed by the Town of Bedford will be referred to the EAP and must comply with all rehabilitation and/or counseling prescribed. Non-probationary employees who choose not to avail themselves of this rehabilitation opportunity will be terminated immediately. For the first offense, the employee may utilize sick time for any time lost at work during this period. The employee may return to work following a return to duty test which is negative. The Town, at its expense, may order up to six unannounced follow-up tests in the next year.
2. After returning to work, drivers and all safety-sensitive employees who have an alcohol concentration (defined as greater than 0.020 percent) or who have engaged in prohibited drug conduct (that is, who test positive for drug use) when tested just before, during, or just after performing safety sensitive functions must be removed from performing such duties, and will be suspended without pay for a minimum of ten working days. The employee shall be referred to the EAP as in paragraph 1 above. Non-probationary employees who choose not to avail themselves of this rehabilitation opportunity will be terminated immediately. During this absence, the employee cannot utilize sick leave, except for the prescribed EAP rehabilitation program and any waiting period specific to the return to duty test. Upon the conclusion of the

suspension period and a negative return to duty test, up to six unannounced follow-up tests will be performed at the employee's expense in the next year

3. Drivers and all safety-sensitive 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.
4. Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment or an equivalent position if one is available. As a condition of employment, the employee must comply with all prescribed follow-up care.
5. After a period of five years without testing positive to either drugs or alcohol, if an employee tests positive, consequences shall begin with C.1 above.

D. Information/Training

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 for Confirmation of Receipt (Attachment C1).
2. All supervisory and management personnel in the Department of Public Works must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
3. All recruitment advertising will include the statement "Drug screening is a condition of employment" at the bottom of the advertisement/posting with the EEO statement.
4. All final candidates for employment will be given a copy of this policy, and be given the opportunity to review the policy in its entirety.

E. Record Keeping

1. The Town is required to keep detailed records of its alcohol and drug misuse prevention program.
2. Driver alcohol and drug testing records are confidential. Test results and other confidential information may only be released to 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 driver's consent, or in response to a court order.

F. Pre-Employment References

1. The Town must obtain and review the following information from each employer that the prospective driver worked for, in a safety-sensitive position, during the previous two years: information about a test in which the employee's blood alcohol level was 0.020 percent or greater; information about a positive drug test; and information about any refusal to participate in the alcohol and 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 the previous employer indicates that a positive result was received, or that the employee refused to participate when selected for an alcohol or drug test, the applicant may not be appointed unless he/she has consulted with a substance abuse professional, received

recommended treatment, and subsequently tested negative in a return to duty test for the former employer.

4. The Town of Bedford must provide the same information to subsequent employers of current Town employees when provided with a written release.

G. Questions

Questions about this policy should be referred to the employee's supervisor, the Director of Public Works, and/or the Town Manager or his/her designee.

Definitions:

Safety Sensitive Vehicles: Those vehicles for which a Commercial Driver's License is required.

Safety Sensitive Functions: A safety sensitive function includes any of the following functions or activities.

- * on any public property, waiting to be dispatched, unless the driver is relieved from duty by the employer
- * inspecting service brakes, including trailer brake connections, parking brake, steering mechanism, lighting devices and reflectors, tires, horn, windshield wipers, rear vision mirrors, coupling devices, fire extinguisher, spare fuses, or warning devices for stopped vehicles
- * inspecting, servicing, or conditioning any commercial motor vehicle in operation
- * at the driving controls of a commercial motor vehicle in operation
- * while in or upon any commercial motor vehicle
- * supervising or assisting in loading or unloading a vehicle
- * attending a vehicle being loaded or unloaded
- * while in readiness to operating the vehicle
- * when giving or receiving receipts for shipments loaded or unloaded
- * performing driver requirements of sections 392.40 and 492.41 of part 392, Driving Motor Vehicles, relating to accidents
- * repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Safety Sensitive Drivers: Every person who operates a commercial motor vehicle, and is subject to a commercial driver's license (CDL) requirement.

APPENDIX C1
TOWN OF BEDFORD
ALCOHOL AND DRUG POLICY

RECEIPT OF ALCOHOL AND DRUG POLICY
TOWN OF BEDFORD

I hereby certify that I have been given a copy of the Town of Bedford's Alcohol and Drug Policy and have been given an opportunity to ask questions of my supervisor about the content of this policy.

Employee's Name

Department

Employee's Signature

Date

APPENDIX C2
TOWN OF BEDFORD
ALCOHOL AND DRUG POLICY

DRUG AND ALCOHOL SCREENING
EMPLOYEE CONSENT

I, _____, _____, understand that:
Name Social Security #

the medical examination that I am about to receive includes:

- A breath test for the presence of alcohol
- A blood test for the presence of drugs and/or alcohol
- A urine test for the presence of drugs

I hereby give my consent to _____ to perform these tests. I understand that if I decline to sign this consent, and thereby decline to submit a sample for the test, I will be subject to disciplinary action, up to and including termination from Town service.

I further consent to the release of the results to the Town Manager or his/her designee of the Town of Bedford and the department in which I am employed.

I have taken the following drugs or substances within the last 96 hours:

<u>Identify</u>	<u>Name and Amount</u>	<u>Prescribing Physician</u>
<input type="radio"/> Sleeping Pills	_____	_____
<input type="radio"/> Diet Pills	_____	_____
<input type="radio"/> Pain Relief Pills	_____	_____
<input type="radio"/> Cold Tablets	_____	_____
<input type="radio"/> Anti-malarial	_____	_____
<input type="radio"/> Other	_____	_____

- CONSENT GIVEN CONSENT REFUSED

Specimen Number: _____ Signed: _____

Date: _____ Witness: _____

APPENDIX C3
TOWN OF BEDFORD
ALCOHOL AND DRUG POLICY

REASONABLE CAUSE DOCUMENTATION FORM

Drivers/Employees name:	Date Observed:	Time Observed From: _____ a.m. p.m. To: _____ a.m. p.m.		
Address of Incident:	Street	City	State	Zip code

Observed employee behavior for reasonable cause for the use of Alcohol and / or controlled substances. According to 49 CFR Part 382.307 (c) the required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or company official who is trained in accordance with § 382.603. § 382.307 (f) a written record shall be made of the observations leading to an alcohol or controlled substances reasonable suspicion test, and signed by the supervisor who made the observations, within 24 hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier.

MARK ITEMS THAT APPLY AND NOTE SPECIFIC BEHAVIOR

1. APPEARANCE

Eyes:

Normal Bloodshot Watery Dilated Glassy Droopy
 Closed

Face:

Normal Flushed Pale Sweaty

Clothing:

Normal Disheveled Messy Partially dressed Having odor

Description:

2. BEHAVIOR

Actions:

WITNESSED BY:

Signature	Title	Preparation Date	Time	a.m. p.m.
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APPENDIX C4
TOWN OF BEDFORD
ALCOHOL AND DRUG POLICY

SUBSTANCE ABUSE PROGRAM
PROCEDURE - SUPERVISOR

- Philosophy: An employer may be considered to be negligent in the event of an incident where a driver is not safe.
- Purpose: To evaluate an employee's fitness to perform his/her job while in a safety sensitive position; to rule out possible substance use/abuse. Substance abuse testing is part of a Town policy to provide a safe work environment free from controlled substance and alcohol abuse.
- Testing Will Include: Urine Drug Screen
Breath/Blood Alcohol Level
- Procedures:
1. Identification of problem: When a supervisor questions an employee's fitness to perform his/her job, he must contact the supervisor in charge.
 2. The supervisor in charge will observe the employee's behavior and verify the need for causal drug and alcohol testing. An EAP Counselor is available 24 hours/day at 1-800-451-1834 to review the situation.
 3. If the need for causal testing is substantiated, the supervisor must do the following:
 - a. Complete the Reasonable Cause Documentation Form (Attachment C3) recording observations. This report is to be co-signed by the supervisor in charge.
 - b. Explain to the employee that he/she will have drug and/or alcohol testing; obtain a signed Consent Form from the employee (Attachment C2) and complete the testing facility authorization form.
 - c. The supervisor or manager will accompany the employee to the (facility) for the testing and wait for the employee. Completed forms (Attachments C2 & C3) will be delivered to clinic personnel.
 - d. During off hours, when the clinic is closed, testing will be done on-site. After the on-site testing provider is contacted, the supervisor or manager shall wait with the employee until a representative from the on-site testing provider arrives to perform tests and/or obtain samples. Completed forms (Attachments C2 & C3) will be delivered to the on-site testing personnel.
 - e. Drive the employee to their home following testing.
 4. Employee's medical determination for causal testing is not complete until drug and alcohol levels have been received from the lab. Negative results

will be issued to the Town of Bedford contact person within 48 hours. Positive test results may take up to one week. Employees will be allowed to utilize their accumulated sick leave until a test result is found. If the test result is found to be negative, sick leave utilized during the time of inability to work will be credited back. If a test result is positive, sick leave will not be credited and appropriate disciplinary action, up to and including discharge, will be imposed.

5. If drug and alcohol levels are determined to be positive, employees are to be referred to a Substance Abuse Professional through the Town's EAP. The EAP Counselor will meet with the employee to determine the nature or drug use or other issues. Short-term counseling and treatment recommendations or referral may be made.
6. When the employee has complied with the recommended treatment plan or program, he/she must schedule a return to work evaluation with the EAP Counselor.
7. If the employee is released to return to work by the EAP Counselor, the department manager will be contacted, and a return to duty drug and/or alcohol test will be scheduled at the clinic.
8. Following notification of negative return to duty test results, the department manager will notify both the employee and appropriate supervisor of the return to work date.
9. Following return to work, a total of six random drug or alcohol tests will be conducted during the first year. Periodic random testing will be conducted up to 60 months. Follow up testing will be done at the Town's expense after the first positive test and at the employee's expense after the second positive test.
10. Positive test results on follow-up testing will result in termination of employment.

APPENDIX C5
TOWN OF BEDFORD
ALCOHOL AND DRUG POLICY

SUBSTANCE ABUSE PROGRAM
PROCEDURE - EMPLOYEE

- Philosophy: An employer may be considered to be negligent in the event of an incident where a driver is not safe.
- Purpose: To evaluate an employee's fitness to perform his/her job while in a safety sensitive position; to rule out possible substance use/abuse. Substance abuse testing is part of a Town policy to provide a safe work environment free from controlled substance and alcohol abuse.
- Testing Will Include: Urine Drug Screen
Breath/Blood Alcohol Level
- Procedures:
1. The Town of Bedford has established a drug policy statement and has adopted procedures for causal testing and handling of employees with positive results.
 2. The supervisor in charge shall determine the need for causal drug and alcohol testing.
 3. A Reasonable Cause Documentation Report will be completed at the department by the supervisor and signed by both the supervisor and supervisor in charge.
 4. The supervisor will explain to the employee that he/she will have alcohol and drug testing. A signed Consent Form will be obtained.
 5. The supervisor or manager will accompany the employee to the (facility) for the testing and wait for the employee. Completed forms (Attachments C2 & C3) will be delivered to clinic personnel. During off hours, when the clinic is closed, testing will be done on-site.
 6. Collection of specimens per standard protocol is done by medical assistants. Positive photo identification is necessary or specimens will not be collected.
 7. The employee is escorted back to home and will be placed on the appropriate leave pending the results of the testing.
 8. Employees who test positive for drugs will be contacted by the clinic/s Medical Review Officer to determine if there is another possible cause for a positive test result. The employee may opt at this time to go forward with laboratory testing on the original split urine sample. The cost for this second test is the responsibility of the employee.

9. Negative test results will be issued to the Town of Bedford contact person within 48 hours; positive test results may take up to one week. Employees will be allowed to utilize their accumulated sick leave until a test result is found. If the test result is found to be negative, sick leave utilized during the time of inability to work will be credited back. If a test result is positive, sick leave will not be credited and appropriate disciplinary action, up to and including discharge, will be imposed.
10. If drug or alcohol levels are positive, employees are to be referred to a Substance Abuse Professional through the Town's employee assistance program (EAP). The EAP counselor will meet with the employee to determine the nature of drug use or other issues. Short-term counseling and treatment recommendations or referral will be made, if required.*
11. When the employee has complied with the recommended treatment plan or program, he/she must schedule a return to work evaluation with the EAP counselor.
12. If the employee is released to return to work by the EAP counselor, the department manager will be contacted, and a return to duty drug and/or alcohol test will be scheduled at the clinic.
13. Following notification of a negative return to duty test result, the department manager will notify both the employee of the return to work date.
14. Following a return to work, a total of six random alcohol and drug tests will be conducted during the first year. Periodic random testing will be conducted up to 60 months; all follow up testing will be done at the Town's expense after the first positive test and at the employee's expense after the second positive test.
15. Positive test results on follow up random testing will result in immediate termination of employment.

* NOTE: Employees who are referred to a Substance Abuse Program will be responsible for payment of said program. When possible, approval will be obtained through the employee's private health insurance.