

AGREEMENT
BETWEEN
TOWN OF WHITMAN
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 1700

JULY 1, 2017– JUNE 30, 2020

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PREAMBLE

This Agreement entered into by the Town of Whitman, acting by and through its Board of Public Works and Board of Selectmen, hereinafter referred to as the Employer, and Local 1700, 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 rates of pay, hours of work and other conditions of employment.

**ARTICLE 1
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for employees of the Department of Public Works. Additionally, effective November 1, 2005, the Town of Whitman voluntarily recognizes the Union as the sole and exclusive bargaining agent of the full-time permanent clerical employees at the Department of Public Works, excluding the Recording Secretary for the Commissioners of the Department of Public Works.

This Agreement excludes employees who perform the following functions:

- (1) Superintendent of Public Works
- (2) Assistant to the Superintendent of Public Works
- (3) Engineering Aide
- (4) Recording Secretary for the Commissioners of the Department of Public Works.

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 group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement. The Union agrees not to intimidate or coerce employees into membership and also not to solicit membership on employer time when it will interfere with the regular work.

**ARTICLE 2
INTENT AND PURPOSE**

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Union, to provide for the operation of the Department of Public Works, under methods which will further to the fullest extent possible the safety, welfare and health of the inhabitants of the Town of Whitman under conditions which will insure economy of operation, quality and quantity of performance, upkeep of the Town, and protection of the property.

By the consummation of this Agreement the parties seek to continue and promote harmonious relations and mutual cooperation between the Employer and the union; to formulate work rules to govern the relationship; to insure the uninterrupted operation of municipal services; to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the municipal services in the Town of Whitman. In seeking to achieve these goals, the parties acknowledge that the Employer has and must retain authority over the policies and the administration of the departments, which it exercises under the law, except as expressly modified by a specific provision of this Agreement.

ARTICLE 3 MANAGEMENT

(1) The Employer shall retain all the rights which it now has by law, custom, practice, usage or precedent to administer, manage, operate and perform the work of the Department of Public Works, and to determine methods and means by which the operations of said Department are to be performed and to direct the employees of the Department in any manner which in its opinion is in the best interest of the Town, except to the extent that any such rights shall have been specifically modified or limited by the terms of this Agreement.

(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.

ARTICLE 4 UNION DUES

The Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed the Authorization of Check-Off Dues form and to remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted.

The Union hereby agrees to indemnify the Employer and to hold it harmless from any and all claims, cost or liabilities which result from remitting any monies deducted to the Union.

The Employer, being the Town of Whitman, accepts the provisions of Section 12 of Chapter 150E, MGLA, as the section applies to Agency Fee Provisions and agrees that employees who do not pay dues membership to the Union shall be required to pay an Agency Fee commencing thirty-one (31) days following the date of this Agreement or their employment, whichever is later. This Agreement relative to Agency Fee is contingent

upon the Selectmen of the Town of Whitman adopting the appropriate provisions of the Massachusetts General Laws.

The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5 NO STRIKE OR LOCK OUT

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

It shall be unlawful for any employee to engage in any demonstrations on or at the Employer's premises.

ARTICLE 6 GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

A grievance 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 immediate supervisor within three (3) working days of the date of the grievance or his/her knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days.

Step 2 If the grievance has not been settled, it shall be presented in writing to the superintendent within three (3) working days after the supervisor's response is due. The superintendent shall respond to the steward in writing within three (3) days.

Step 3 If the grievance still remains unadjusted, it shall be presented to the Board of Public Works in writing within five (5) working days after the response of the superintendent is due. The Board of Public Works shall respond in writing within sixteen (16) working days. Failure by the Board of Public Works to reply within this period shall be construed as a decision favorable to the employee.

Step 4 If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Board of Public Works is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator within the seven (7) day period noted, then they shall have three (3) days to mutually select one of the following tribunals: the American Arbitration Association, the Division of Labor Relations, or the Labor Relations Connection. In the event that the Parties are unable to agree upon a tribunal within the time period specified, then the Parties agree to use the American Arbitration Association (“AAA”) and the proceeding shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the AAA. The Demand for Arbitration shall be filed with the appropriate tribunal within three days of selection or be considered waived.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the arbitrator’s services (but not including the attorney fees and other expenses of the parties) and the 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, provided it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Grievances involving disciplinary action shall be processed beginning at the third (3rd) step. 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 compensation, and privileges that would have been due the employee.

ARTICLE 7 JOB POSTING AND BIDDING

In filling vacancies within the unit, due consideration will be given to the requests of employees within the unit for transfers to newly created or open positions. Notices of all such vacancies will be posted upon the Union Bulletin Board within ten (10) days after the Board of Public Works has approved the filling of such vacancies. Said notices will contain all information pertinent to the position including job description, qualifications, rate of pay and the date by which applications for such position or transfers must be submitted. It is recognized that the final decision as to whether an individual will be transferred must rest with the Employer.

If the individual contends that the decision of the Employer is arbitrary or discriminatory and bore no valid relationship to the efficiency of the department, he may pursue the Grievance Procedure contained in this Agreement.

**ARTICLE 8
SENIORITY**

The length of service of an employee in the bargaining unit shall determine the seniority of an employee, provided, however, that new employees and those hired after a break in continuity of service will be regarded as probationary employees for the first twelve (12) months of actual work. The probationary period shall include any period of employment in a temporary position of employment with the Whitman DPW, pursuant to Article 9 of this Agreement, provided that such employee was employed in the same work assignment at the time of his/her hiring as a bargaining unit member. Probationary employees will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by the Employer at the sole and unlimited discretion of the Employer.

Probationary employees continued in the service of the Employer at the sole and unlimited discretion of the Employer for a period of twelve (12) months of actual work shall receive full continuous service credit from date of employment.

An employee's seniority will be broken by:

- (1) Quitting.
- (2) Discharge for just cause.
- (3) Absence due to layoff, which continues for more than one year.
- (4) Failure, after layoff, of an employee to report for work within (72) hours after being notified to do so.
- (5) Absence due to physical disability which continues for more than one (1) year. This requirement will not apply to an employee who is absent due to compensable disability incurred during the course of employment or non-compensable disability requiring hospitalization and which is beyond the employee's control provided such employee returns to work within thirty (30) days after his/her recovery from such disability to the degree necessary to permit him or her to return to his or her normal duties of employment.

**ARTICLE 9
TEMPORARY EMPLOYEES FILLING LONG-TERM ABSENCES
OF UNIT EMPLOYEES**

- (1) The Town, as part of its exclusive managerial prerogative, may decide to hire temporary employees to cover for long-term absences of unit members.
- (2) Such temporary employees shall be excluded from the unit.
- (3) Such temporary employees shall not be eligible for or offered overtime work until the list of unit members has been exhausted.

ARTICLE 10 HOURS OF WORK

Section 1 – Park & Tree, Water & Sewer, Maintenance, and Highway Employees

The regular hours of work each day shall be consecutive.

The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, for a total work week of forty (40) hours.

Each employee shall be scheduled to work a shift with regular starting and quitting times and once his/her work week has started his/her work schedule for the week will not be changed except for emergency situations and after discussion with the Union and the employee.

Normal starting time will be 7:00 A.M. and quitting time will be 3:00 P.M. Notwithstanding the preceding sentence, employees hired on or after July 1, 2006 shall be assigned to an eight hour work day between the hours of 6:00 A.M. and 6:00 P.M. with regularly scheduled hours, subject to change with two weeks advance notice.

All regular employees shall be granted a paid meal period of one-half (1/2) hour during each regular work shift, during which time employees will remain available for work. Whenever feasible, the meal period shall be at the middle of the shift. All employees shall be entitled to a ten (10) minute coffee break during the morning and afternoon work periods, with said breaks to be taken in the general work area. Whenever feasible, the coffee breaks shall be taken at the middle of the work period.

Section 2 – Clerical Employees

(a) The normal work week shall consist of five (5) consecutive seven (7) hour days, Monday through Friday, for a total work week of 35 hours.

(b) Normal work hours will be from 8:00 a.m. to 4:00 p.m. with a one hour unpaid lunch.

(c) Employees shall be entitled to a ten (10) minute break during the morning and afternoon work periods, with said breaks to be taken in the office area. Whenever feasible, breaks shall be taken at the middle of the work period.

(d) Lunch hours and breaks for office and clerical staff will be scheduled by the Superintendent or his designee between the hours of 11:30 a.m. and 1:30 p.m. in such a manner as to provide coverage for the office and allow it to remain open.

ARTICLE 11 OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week, except as specified in the fourth paragraph of Article 10, Section 1. Employees will be paid at the rate of two (2) times their regular rate of pay (“double time”) for overtime hours worked on Sunday.

In the event an employee is required to work more than sixteen (16) consecutive hours, the employee shall be paid double time for all hours worked in excess of sixteen (16) except during normal working hours the employee shall be paid at straight time. The duration of overtime and scheduling of rest periods and their duration will be at the discretion of the Superintendent of Public Works. For this paragraph of Article 11, the exercise of the Superintendent’s discretion shall not be subject to the grievance and arbitration provisions of this Agreement.

Any employee called back to work on the same day after having completed his assigned work (with the exception of call backs on those six (6) holidays identified by the next following paragraph) and left his/her place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall. He/She will be guaranteed a minimum of four (4) hours pay at time and one-half (1 ½); except if the call back occurs between 6:00 A.M. and 7:00 A.M. on a regular work day he/she will receive time and one-half (1 ½) but no minimum guarantee. None of the provisions of this third paragraph of Article 11 shall apply to clerical employees.

With regard to a call back which occurs on Christmas, New Years’ Day, Memorial Day, Independence Day, Labor Day and/or Thanksgiving, any employee called back to work on the same day after having completed his assigned work and left his/her place of employment and before his next regular scheduled starting time, shall be paid at the rate of double time for all hours on recall. None of the provisions of this fourth paragraph of Article 11 shall apply to clerical employees.

The Department shall keep records of the overtime worked, including any opportunities for overtime work refused or otherwise not accepted (in any manner, including, but not limited to, unanswered telephone calls, busy signals, etc.) by any employee which shall be designated as chargeable overtime for purposes of equal and impartial distribution of overtime hereunder. Employees on vacation shall not be offered and/or charged with any overtime opportunity. In case of a grievance involving such records they shall be subject to examination by a Union representative or the shop steward provided he/she is accompanied by the Superintendent of the Department. A record of the overtime hours worked by each employee shall be posted on the bulletin board of the Department on a weekly basis. Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in case of emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which

normally performs such related works shall be released from their duties first when the work load lessens.

Overtime shall be voluntary. There shall be no discrimination against any employee who declines to work overtime, but the employee will be put at the bottom of the overtime list maintained within his/her division of the Department unless he/she presents sufficient reason for declining. Failure to accept overtime due to the drug and alcohol testing policy will not be considered a refusal.

Notwithstanding anything to the contrary contained herein, all overtime hours pursuant to any provision of this Agreement, including but not limited to Articles 11, 12, and 13, shall be computed and paid as compensation in accordance with the terms of this Agreement and the regular payroll practices of the Town. Effective July 1, 2014, compensatory time off shall not be provided in lieu of compensation, including but not limited to overtime pay. For those bargaining unit members identified by Appendix B hereto, accrued compensatory time shall be used pursuant to the schedule identified by Appendix B no later than June 30, 2017. The use of compensatory time off shall be subject to the advanced approval of the Superintendents, with said approval not unreasonably withheld. Any accrued but unused compensatory time off as of July 1, 2017 shall be paid to the employee by the Department with the first payroll following July 01, 2017 consistent with the bargaining member's base hourly rate as of June 30, 2017. The payment pursuant to the immediately preceding sentence shall be based upon a remaining compensatory time off balance which does not exceed twenty-five percent (25%) of the beginning compensatory time off balance as shown on Appendix B.

ARTICLE 12 YARD WASTE RECYCLING FACILITY

On such Saturdays as the Commissioners determine that the yard waste recycling facility shall be open and requires staffing, it shall be staffed according to the needs of the Department as determined by management.

Upon a determination by management that such staffing is necessary, such work shall be offered to members of the DPW Park and Tree Division, the Highway Division, and the Maintenance Division based upon the so-called "Missed Opportunity" list. In the event no member from the Park and Tree Division, Highway Division, or the Maintenance Division are available, it will then be offered to the Water and Sewer Division based upon the so-called "Missed Opportunity" list.

In the event that no member volunteers for such assignment and the list of unit members is exhausted, then the most junior unit member or members shall be required to work the overtime.

Members working the Saturday yard waste assignment shall be compensated on an overtime basis, at the rate of time and one-half for actual hours worked. Members so assigned shall be responsible for overseeing the recycling facility, assisting citizens as needed, and such other duties as assigned by the Commissioners or their designee(s).

The provisions of this Article shall not apply to clerical employees.

**ARTICLE 13
SNOW REMOVAL**

Members will be compensated at double time for all snow removal performed outside a member's regular work hours. In the event that a member works sixteen (16) consecutive hours performing snow removal and/or sanding outside of his/her regular work hours and is then scheduled to continue working, without having been released from duty, on his/her next regularly scheduled work shift, the next regular shift hours will be compensated at double time until the member is released from duty. In the event that the mechanic works sixteen (16) consecutive hours supporting the performance of snow removal and/or sanding outside of his/her regular work hours and is then scheduled to continue working, without having been released from duty, on his/her next, regularly scheduled work shift, the next regular shift hours will be compensated at double time until the mechanic is released from duty. For purposes of this provision, "snow removal" shall not include sanding or ice removal.

The provisions of this Article shall not apply to clerical employees.

**ARTICLE 14
UNION REPRESENTATIVES**

A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

The Union agrees that there shall be one (1) shop steward and one (1) alternate to represent the employees.

The above shall be granted reasonable time off during working hours to investigate and settle grievances that cannot be deferred until after work hours, in which case he/she will give reasonable notice to the Superintendent as much as is feasible ahead of time.

Two (2) officers of the Union shall be given sixteen (16) man hours each with pay to attend recognized Union conventions. Notice of intention to attend shall be given seven (7) days in advance and leave to attend shall be granted by the Superintendent unless compelling needs of the Department require otherwise.

**ARTICLE 15
VACATIONS**

Department employees shall receive vacation based on the following schedule:

After 1 year of service	–	2 weeks vacation
After 4 years of service	–	3 weeks vacation
After 8 years of service	–	4 weeks vacation
After 15 years of service	–	5 weeks vacation

Accumulation of vacation or accrual of vacation pay or related benefits will not be permitted unless the inability of the employee to use the allotted vacation time during the year was for reasons beyond the control of the employee. In that instance, the employee may, upon his/her request and with notice to the Superintendent, carry over to the subsequent fiscal year up to five (5) days of vacation time. This right of carryover shall not accrue or be cumulative from year to year. Employees who do not use their allotted vacation during a given year will not be paid for any such loss.

The time and use of vacation shall be at the Superintendent's discretion conditioned on the logistics of the personnel needs.

Vacation schedules will be controlled by the Superintendent but employee requests will be honored whenever reasonably possible. A maximum of two (2) weeks vacation will be permitted during the construction period except that upon completion of fifteen (15) years of service, an employee shall be permitted three (3) weeks vacation during said period. The construction period shall include the months of July, August, September, May and June. The Superintendent may make exceptions to this provision for special reasons.

The employee eligible for the vacation allowance must, unless the Superintendent permits otherwise upon request of the employee and reasonable advance notice, complete this allowance within fourteen (14) consecutive calendar days beginning on a scheduled work day or within two (2) periods of seven (7) consecutive days each beginning on a scheduled work day. Shorter vacation periods may be taken by individual employees when permission to do so has been both requested of, and granted by, the Superintendent a minimum of one full week prior to the requested vacation period.

ARTICLE 16 PERSONAL DAYS

Each employee shall be entitled to three (3) personal days per year. In order to be entitled to same, the employee must inform the Superintendent or his/her designee of his/her intention to do so twenty-four (24) hours in advance, if possible. Personal days are not to be used in conjunction with a vacation or long holiday weekend. Personal days may not be accumulated, accrued or carried over from one fiscal year to another fiscal year. The granting of personal days is within the discretion of the Superintendent. Employees seeking leave under the Massachusetts Small Necessities Leave Act (the "Act") shall utilize the leave provided under this Article whenever reasonably possible. The parties agree that such leave, which for purposes of the Act may be taken in the time increments set forth in the Act, shall satisfy any requirement on the part of the Town under said Act.

ARTICLE 17 HOLIDAYS

The following will be observed as paid non-working days.

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents Day	Thanksgiving Day

Patriot's Day
Memorial Day
Independence Day
Labor Day

Day After Thanksgiving
Last Working Day Before Christmas
Christmas

If any of the above holidays falls on a Saturday, the Friday before such a holiday shall be a paid non-working day for all employees. If, however, an employee is required to work on the Friday, he/she will be paid at the rate of straight time in addition to the regular day's pay. If he/she is required to work on the Saturday (holiday) he/she will be paid at the rate of double time in the case of Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day and time and one-half (1 ½) on all other holidays.

If an employee is required to work on any of the above days when such holidays fall on a normal working day, such employee will be paid at the rate of time and one-half (1 ½) in addition to the holiday pay. This applies to Sunday holidays that are celebrated on Monday and in addition, when Christmas and New Year's Day fall on a Sunday, employees required to work on those Sundays, will be paid at the rate of double time.

If by order of the Board of Public Works or its designee, the Department is permitted to close early the day before the holiday which falls on a normal work day, all Department employees will be permitted to cease work at this time and they shall be paid for the full day, except that the Superintendent may order Department employees to continue working if deemed necessary and such employees will be paid at the normal rate (straight time) within the regular working hours, plus an additional straight time rate per hour worked.

No holiday hereunder shall be counted as a vacation day.

ARTICLE 18 SICK TIME

A. General Provisions

Department employees are entitled to a maximum of 15 days sick leave per fiscal year. New employees, however, during their first year of employment, shall earn this sick leave at the rate of one and ¼ days per month of continuous employment with the Department. Sick leave may be used at any time during the year but only to the extent of sick leave earned in accordance with the following rules:

An employee who is unable to report to work due to sickness shall call the Department office stating the extent of the illness and, if possible, the number of days he or she expects to be out. Sick leave benefits will depend upon compliance with this rule. The Superintendent shall have the right to request proof of illness in the form of a note from a physician or through some other means acceptable to the Superintendent at his/her sole reasonable discretion.

Accumulation of sick leave will not be permitted.

Vacation allowance may be used for sick leave.

Sick leave may be considered to be absence from duty without loss of pay for the following reasons, subject to the approval of the Superintendent:

- (a) Illness or injury, except where directly traceable to employment by an individual or entity other than the Employer.
- (b) When an employee is required to undergo medical, optical or dental treatment when such treatment cannot be accomplished on off duty hours.
- (c) When serious illness of an employee's immediate family requires his personal attendance.
- (d) When an employee is absent from work because of a job-related illness or injury for which he/she is entitled to workmen's compensation; however, in this event the sick leave payments made to the employee (a) shall be limited to the difference between the regular wage of the employee and the sum to which the employee is entitled on a weekly basis under workmen's compensation law, and (b) shall be made only for the first ninety (90) days of the disability, and, after the first thirty (30) days thereof, only to the extent that the employee is not entitled to payment therefore under the terms of any applicable disability insurance coverage maintained by the Town.

A physician's certificate of illness may be required from an employee by the Superintendent in the case of repeated absence or an absence which continues for more than three (3) days, when abuse is reasonably suspected, before paid sick leave is granted under the provisions of this Article.

Injury, illness or disability self-imposed, or resulting from the use of alcohol or drugs shall not be considered a proper claim for leave under this Article except that an employee who is under the care of a physician and participating in an acceptable rehabilitation program and is no longer using drugs or alcohol will be eligible for leave under this Article.

Employees injured on the job and receiving Workmen's Compensation may on request be granted sick leave allowance to make up the difference between their regular wages and the amount received from workmen's Compensation, provided they have sufficient sick leave credit.

B. Sick Leave Bank

A sick leave bank shall be established whereby Department of Public Works employees, in event of a protracted injury or illness, may apply to draw up to a maximum of the greater of (a) sixty (60) work days, or (b) the number of work days until any applicable disability insurance maintained by the Town for the employee becomes operative and effective. For this purpose, the Town shall maintain long-term disability insurance coverage for the benefit of the employees. The coverage shall become effective a maximum of ninety (90) days from the date of a non-work-related injury or illness. It shall insure the employee for two-thirds of the regular pay or wage of the employee for the period covered. If and when circumstances make purchase of such coverage for the

employees no longer practical or feasible, the parties agree to discuss and consider alternatives thereto. All written requests for withdrawal from the bank must be accompanied by the reason, and approval will be made by a sick leave bank committee consisting of two members designated by the Whitman D.P.W. Union, Local 1700, and one member of the Board of Commissioners, Whitman Department of Public Works within ten (10) working days of the request. Approval will be determined by a simple majority vote of the committee. Determination made by sick bank committee shall not be subject to the grievance provisions of this Agreement.

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

- 1.) adequate medical evidence of serious illness or injury;
- 2.) prior utilization of all sick leave, personal days, and all but one (1) week of accrued vacation days. The purpose of this provision is to allow the employee to retain one (1) week of accrued and unused vacation time to be available for use after returning from an extended sick or injury leave;
- 3.) there must be no prior sick leave abuse by the applicant;
- 4.) illness or injury must not be as a result of employment other than for the Whitman Department of Public Works;
- 5.) the sick leave bank may not be combined with workmen's compensation or any other insurance compensation, except as otherwise specifically permitted under the provisions of this Article;
- 6.) the number of days requested from the bank must be specified at the time of initial request and may not exceed thirty (30) days for each individual request, except as otherwise specifically permitted under the provisions of this Article;
- 7.) any request for an extension of days after the initial request from the bank will be reviewed by the sick leave bank committee and considered pursuant to the provisions of this section;
- 8.) sick leave bank time may not be used to cover time spent in any drug or alcohol rehabilitation program.

All unused sick days as of June 30 of any year will be transferred to the sick leave bank. The number of days left in the bank will be cumulative from year to year not to exceed twelve hundred (1200) days.

In order to promote the sick bank, employees using no sick time for three (3) consecutive months within any fiscal year will be granted four (4) bonus hours off with pay to use at a time mutually agreed upon between the employee and the Superintendent of Public Works. Employees may carry over four (4) bonus hours into the next fiscal year. In addition, if an employee has no absences in the fiscal year, s/he shall be granted one

bonus day (8 bonus hours). Any bonus hours carried over into the next fiscal year shall be used in that next fiscal year. The term “bonus hours” as used by this Paragraph shall not be construed to mean compensatory time off.

C. Return To Work

The Town may, at its expense and from time to time, require the examination, by a physician selected by it, of any employee who is absent from work and who is receiving sick leave or disability insurance benefits. Any employee certified by such physician to be able to perform any of the customary work tasks of the Department may be required by the Superintendent to resume work for the Department, in accordance with the following procedures:

a. If, upon notification from the Superintendent of the determination of the physician selected by the Town, the employee disagrees therewith, he/she may, at his/her expense and within two weeks of such notification, obtain an examination by a physician of his/her selection. Within two weeks of such examination, the physician selected by the employee shall notify the Superintendent whether or not, and if so, to what degree and in what general capacities, the employee is fit to return to work with the Department.

b. If the report of the employee’s physician supports a return to work, the employee shall forthwith report to the Superintendent for assignment thereto.

c. If the report of the employee’s physician does not support such a return to work, the Town’s physician and the employee’s physician shall then jointly, within two weeks, select a neutral physician who is trained in the specialty which diagnoses and/or treats the condition of the employee. The neutral physician shall, within one week of his/her designation as neutral physician, examine the employee at the expense of the Town and, within one week thereafter, shall notify the Superintendent whether or not, and if so, to what degree and in what general capacities, the employee is fit to return to work with the Department.

d. If the report of the neutral physician supports such a return to work, the employee shall forthwith report to the Superintendent for assignment thereto.

e. Each physician who examines the employee hereunder shall first be provided by the Town with a detailed statement and description of the physical requirements of the tasks of the Department to which the employee can be assigned.

ARTICLE 19 FUNERAL LEAVE

In the event of the death of an employee’s spouse/domestic partner, child/step-child or parent/step-parent, the employee shall be granted five (5) days leave with pay and such leave shall not be charged to sick leave or vacation leave. The term “domestic partner” shall be defined as an individual sharing an employee’s life as if married but without the benefit of the actual certificate, regardless of gender. An employee shall be granted three

(3) days leave in the event of the death of the employee's sibling/step-sibling, grandchild, grandparent, parent-in-law, sibling-in-law, or son/daughter-in-law, and/or any other relative living in the employee's household and such leave shall not be charged to sick or vacation leave. An employee shall also be granted a leave of a single day in event of the death of an aunt, uncle, nephew, niece, or first cousin, insofar as necessary to attend a funeral or memorial service for such relative held on that day.

Bereavement benefits are intended to provide eligible employees with paid leave to attend to the funeral, memorial or other services associated with the death of a family member as described above. Members shall not be entitled to bereavement leave calculated in such a manner as to extend the bereavement leave period beyond one calendar week of the date of death.

Additional leave may be granted at the discretion of the Superintendent with the approval of the Board of Public Works. The decision of the Superintendent and Board shall not be subject to either the grievance or arbitration provisions of this Agreement.

ARTICLE 20 JURY PAY

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty. Expenses reimbursed by the Court for travel, meals, room hire, etc. shall be retained by the person and shall not be considered part of the jury fees.

ARTICLE 21 HEALTH AND WELFARE

The Town agrees to pay seventy-five percent (75%) of the premium for the health insurance plan available to Town employees, except that in no event shall the Town portion of said premium exceed nine thousand five hundred dollars (\$9,500.00) for any employee.

Employees shall be allowed to participate in any Dental Insurance offered by the Town with 100% of the cost of such coverage to be the sole responsibility of the employee.

The Town is committed to examining its current health insurance plan offerings and alternatives that may be available, with the intention of providing similar benefits to employees in a more cost effective manner.

**ARTICLE 22
CLASSIFICATION AND PAY RANGES**

Classifications	
W-11	Laborer, Light Equipment Operator, Groundskeeper, Rec. Specialist, Truck Driver, Meter Reader, (San Blaster-Painter)
W-13	Pipe Layer (Tree Climber), Waste Water System Operator – Class II, Heavy Equipment Operator – 2 nd Class
W-15	Assistant Mechanic, Heavy Equipment Operator, 1 st Class, Waste Water System Operator – Class I
W-19	Foreman, Master Mechanic

Wages 7/1/2016 to 6/30/2017						
	A		B		C	
Class	Hourly/Weekly		Hourly/Weekly		Hourly/Weekly	
W-11	\$ 19.76	\$ 790.40	\$ 20.51	\$ 820.40	\$ 21.30	\$ 852.00
W-13	\$ 20.60	\$ 824.00	\$ 21.41	\$ 856.40	\$ 22.21	\$ 888.40
W-15	\$ 21.32	\$ 852.80	\$ 22.16	\$ 886.40	\$ 22.94	\$ 917.60
W-19	\$ 22.72	\$ 908.80	\$ 23.60	\$ 944.00	\$ 24.47	\$ 978.80
Wages 6/30/2017 with 1.5% CDL ADDED						
W-11	\$ 20.06	\$ 802.40	\$ 20.82	\$ 832.80	\$ 21.62	\$ 864.80
W-13	\$ 20.91	\$ 836.40	\$ 21.73	\$ 869.20	\$ 22.54	\$ 901.60
W-15	\$ 21.64	\$ 865.60	\$ 22.49	\$ 899.60	\$ 23.28	\$ 931.20
W-19	\$ 23.06	\$ 922.40	\$ 23.95	\$ 958.00	\$ 24.84	\$ 993.60
Wages 6/30/2017 with 1.5% CDL plus CDL-A .5%						
W-11	\$ 20.16	\$ 806.40	\$ 20.92	\$ 836.80	\$ 21.73	\$ 869.20
W-13	\$ 21.01	\$ 840.40	\$ 21.84	\$ 873.60	\$ 22.65	\$ 906.00
W-15	\$ 21.75	\$ 870.00	\$ 22.60	\$ 904.00	\$ 23.40	\$ 936.00
W-19	\$ 23.17	\$ 926.80	\$ 24.07	\$ 962.80	\$ 24.96	\$ 998.40
Wages 6/30/2017 with 1.5% CDL plus Water Handlers License .5%						
W-11	\$ 20.16	\$ 806.40	\$ 20.92	\$ 836.80	\$ 21.73	\$ 869.20
W-13	\$ 21.01	\$ 840.40	\$ 21.84	\$ 873.60	\$ 22.65	\$ 906.00
W-15	\$ 21.75	\$ 870.00	\$ 22.60	\$ 904.00	\$ 23.40	\$ 936.00
W-19	\$ 23.17	\$ 926.80	\$ 24.07	\$ 962.80	\$ 24.96	\$ 998.40
Wages 6/30/2017 With 2% CDL-A plus Water Handlers License .5%						
W-11	\$ 20.25	\$ 810.00	\$ 21.02	\$ 840.80	\$ 21.83	\$ 873.20
W-13	\$ 21.12	\$ 844.80	\$ 21.95	\$ 878.00	\$ 22.77	\$ 910.80
W-15	\$ 21.85	\$ 874.00	\$ 22.71	\$ 908.40	\$ 23.51	\$ 940.40
W-19	\$ 23.29	\$ 931.60	\$ 24.19	\$ 967.60	\$ 25.08	\$ 1,003.20
Clerical/Admin Wages						
	\$ 21.63	\$ 757.05	\$ 22.40	\$ 784.00	\$ 23.07	\$ 807.45

7/1/2017 to 6/30/2018						
(2% Increase)						
	A		B		C	
Class	Hourly/Weekly		Hourly/Weekly		Hourly/Weekly	
Wages with 1.5% CDL ADDED						
W-11	\$ 20.46	\$ 818.40	\$ 21.24	\$ 849.60	\$ 22.05	\$ 882.00
W-13	\$ 21.33	\$ 853.20	\$ 22.16	\$ 886.40	\$ 22.99	\$ 919.60
W-15	\$ 22.07	\$ 882.80	\$ 22.94	\$ 917.60	\$ 23.75	\$ 950.00
W-19	\$ 23.52	\$ 940.80	\$ 24.43	\$ 977.20	\$ 25.34	\$ 1,013.60
Wages with 1.5% CDL plus CDL-A .5%						
W-11	\$ 20.56	\$ 822.40	\$ 21.34	\$ 853.60	\$ 22.16	\$ 886.40
W-13	\$ 21.43	\$ 857.20	\$ 22.28	\$ 891.20	\$ 23.10	\$ 924.00
W-15	\$ 22.19	\$ 887.60	\$ 23.05	\$ 922.00	\$ 23.87	\$ 954.80
W-19	\$ 23.63	\$ 945.20	\$ 24.55	\$ 982.00	\$ 25.46	\$ 1,018.40
Wages with 1.5% CDL plus Water Handlers License .5%						
W-11	\$ 20.56	\$ 822.40	\$ 21.34	\$ 853.60	\$ 22.16	\$ 886.40
W-13	\$ 21.43	\$ 857.20	\$ 22.28	\$ 891.20	\$ 23.10	\$ 924.00
W-15	\$ 22.19	\$ 887.60	\$ 23.05	\$ 922.00	\$ 23.87	\$ 954.80
W-19	\$ 23.63	\$ 945.20	\$ 24.55	\$ 982.00	\$ 25.46	\$ 1,018.40
Wages With 2% CDL-A plus Water Handlers License .5%						
W-11	\$ 20.66	\$ 826.40	\$ 21.44	\$ 857.60	\$ 22.27	\$ 890.80
W-13	\$ 21.54	\$ 861.60	\$ 22.39	\$ 895.60	\$ 23.23	\$ 929.20
W-15	\$ 22.29	\$ 891.60	\$ 23.16	\$ 926.40	\$ 23.98	\$ 959.20
W-19	\$ 23.76	\$ 950.40	\$ 24.67	\$ 986.80	\$ 25.58	\$ 1,023.20
Clerical/Admin Wages						
	\$ 22.06	\$ 772.10	\$ 22.85	\$ 799.75	\$ 23.53	\$ 823.55

7/1/2018 to 6/30/2019						
(2% Increase)						
	A		B		C	
Class	Hourly/Weekly		Hourly/Weekly		Hourly/Weekly	
Wages with 1.5% CDL ADDED						
W-11	\$ 20.87	\$ 834.80	\$ 21.66	\$ 866.40	\$ 22.49	\$ 899.60
W-13	\$ 21.76	\$ 870.40	\$ 22.60	\$ 904.00	\$ 23.45	\$ 938.00
W-15	\$ 22.51	\$ 900.40	\$ 23.40	\$ 936.00	\$ 24.23	\$ 969.20
W-19	\$ 23.99	\$ 959.60	\$ 24.92	\$ 996.80	\$ 25.85	\$ 1,034.00
Wages with 1.5% CDL plus CDL-A .5%						
W-11	\$ 20.97	\$ 838.80	\$ 21.77	\$ 870.80	\$ 22.60	\$ 904.00
W-13	\$ 21.86	\$ 874.40	\$ 22.73	\$ 909.20	\$ 23.56	\$ 942.40
W-15	\$ 22.63	\$ 905.20	\$ 23.51	\$ 940.40	\$ 24.35	\$ 974.00
W-19	\$ 24.10	\$ 964.00	\$ 25.04	\$ 1,001.60	\$ 25.97	\$ 1,038.80
Wages with 1.5% CDL plus Water Handlers License .5%						
W-11	\$ 20.97	\$ 838.80	\$ 21.77	\$ 870.80	\$ 22.60	\$ 904.00
W-13	\$ 21.86	\$ 874.40	\$ 22.73	\$ 909.20	\$ 23.56	\$ 942.40
W-15	\$ 22.63	\$ 905.20	\$ 23.51	\$ 940.40	\$ 24.35	\$ 974.00
W-19	\$ 24.10	\$ 964.00	\$ 25.04	\$ 1,001.60	\$ 25.97	\$ 1,038.80
Wages With 2% CDL-A plus Water Handlers License .5%						
W-11	\$ 21.07	\$ 842.80	\$ 21.87	\$ 874.80	\$ 22.72	\$ 908.80
W-13	\$ 21.97	\$ 878.80	\$ 22.84	\$ 913.60	\$ 23.69	\$ 947.60
W-15	\$ 22.74	\$ 909.60	\$ 23.62	\$ 944.80	\$ 24.46	\$ 978.40
W-19	\$ 24.24	\$ 969.60	\$ 25.16	\$ 1,006.40	\$ 26.09	\$ 1,043.60
Clerical/Admin Wages						
	\$ 22.50	\$ 787.50	\$ 23.31	\$ 815.85	\$ 24.00	\$ 840.00

7/1/2019 to 6/30/2020 (2.5% Increase)						
	A		B		C	
Class	Hourly/Weekly		Hourly/Weekly		Hourly/Weekly	
Wages with 1.5% CDL ADDED						
W-11	\$ 21.39	\$ 855.60	\$ 22.20	\$ 888.00	\$ 23.05	\$ 922.00
W-13	\$ 22.30	\$ 892.00	\$ 23.17	\$ 926.80	\$ 24.04	\$ 961.60
W-15	\$ 23.07	\$ 922.80	\$ 23.99	\$ 959.60	\$ 24.84	\$ 993.60
W-19	\$ 24.59	\$ 983.60	\$ 25.54	\$ 1,021.60	\$ 26.50	\$ 1,060.00
Wages with 1.5% CDL plus CDL-A .5%						
W-11	\$ 21.49	\$ 859.60	\$ 22.31	\$ 892.40	\$ 23.17	\$ 926.80
W-13	\$ 22.41	\$ 896.40	\$ 23.30	\$ 932.00	\$ 24.15	\$ 966.00
W-15	\$ 23.20	\$ 928.00	\$ 24.10	\$ 964.00	\$ 24.96	\$ 998.40
W-19	\$ 24.70	\$ 988.00	\$ 25.67	\$ 1,026.80	\$ 26.62	\$ 1,064.80
Wages with 1.5% CDL plus Water Handlers License .5%						
W-11	\$ 21.49	\$ 859.60	\$ 22.31	\$ 892.40	\$ 23.17	\$ 926.80
W-13	\$ 22.41	\$ 896.40	\$ 23.30	\$ 932.00	\$ 24.15	\$ 966.00
W-15	\$ 23.20	\$ 928.00	\$ 24.10	\$ 964.00	\$ 24.96	\$ 998.40
W-19	\$ 24.70	\$ 988.00	\$ 25.67	\$ 1,026.80	\$ 26.62	\$ 1,064.80
Wages With 2% CDL-A plus Water Handlers License .5%						
W-11	\$ 21.60	\$ 864.00	\$ 22.42	\$ 896.80	\$ 23.29	\$ 931.60
W-13	\$ 22.52	\$ 900.80	\$ 23.41	\$ 936.40	\$ 24.28	\$ 971.20
W-15	\$ 23.31	\$ 932.40	\$ 24.21	\$ 968.40	\$ 25.07	\$ 1,002.80
W-19	\$ 24.85	\$ 994.00	\$ 25.79	\$ 1,031.60	\$ 26.74	\$ 1,069.60
Clerical/Admin Wages						
	\$ 23.06	\$ 807.10	\$ 23.89	\$ 836.15	\$ 24.60	\$ 861.00

NOTE: define columns as follows: A – pay rate for first full year of continuous employment with the Department. B – pay rate for second full year of continuous employment with the Department. C – Pay rate for third and subsequent full years of continuous employment with the Department.

- a. Employees in continuous full service of the Town who have a satisfactory performance record, shall be eligible for an advance of one step-rate upon completion of one year of service, and an advance of one additional step-rate upon completion of the next year of service subject to the approval of the Superintendent and the Board. Any employee denied such an increase has the right of appeal to the Board, which will confer with both the employee and the Superintendent. All adjustments shall be approved in advance by the Board.
- b. Progression through the rate ranges are not mandatory and shall be on the basis of merit and ability on recommendation of the Superintendent.
- c. Employees who work in a higher classification than their assigned classification shall be compensated at the higher classification, provided such work has been approved by the Superintendent.
- d. Classifications shown in parentheses shall be considered as classifications to be filled on a temporary basis at the direction of the Superintendent and shall not require full time assignments to such classifications.

ARTICLE 23 WORK CLOTHES AND CLOTHING ALLOWANCE

Each employee shall be entitled to Eight Hundred Dollars (\$800.00) per year as a uniform allowance to include work shirts, pants, lined jackets, boots and other approved clothing.

The Town agrees to pay for shipping and embroidery, per the DPW Commissioners' specifications, for all work clothes.

The provisions of this Article shall not apply to clerical employees, however each clerical employee shall be paid a lump sum of \$200.00 in the first payroll of each fiscal year for clothing costs.

It will be the responsibility of all non-clerical employees to wear clothes and boots approved by the Superintendents and, further, to maintain and keep these work clothes and boots in a safe, clean and good condition. A failure to maintain an appearance acceptable to the Superintendents, in their discretion, may result in the imposition of discipline.

**ARTICLE 24
LONGEVITY**

Employees shall receive longevity payments as follows:

COMPLETED SERVICE TIME	PAYMENT
5 to 9 years	\$175.00 per year
10 to 14 years	\$325.00 per year
15 to 19 years	\$375.00 per year
20 to 24 years	\$425.00 per year
25 to 29 years	\$475.00 per year
30 years and over	\$525.00 per year

Payment shall be made within two (2) weeks following the employee’s anniversary date.

Any employee after completion of his/her twentieth year of employment may elect to receive the following increases over one consecutive two year period: seven percent (7%) effective in the first year and an additional seven percent (7%) in the following year. However, effective the third year, the employee’s salary shall be decreased by fourteen percent (14%). Any employee seeking such a longevity increase shall submit his/her request in writing to the Superintendent or to his/her designee no later than December 1 preceding the fiscal year that such increase shall be effective.

**ARTICLE 25
ALCOHOL AND DRUG USE TESTING POLICY**

The parties agree to the attached alcohol and drug use policy which will be attached to the collective bargaining agreement and incorporated therein as Appendix A.

**ARTICLE 26
SPECIALTY LICENSES**

Section 1

Employees will be required to hold a “CDL” license as a condition of employment. Employees will be reimbursed the renewal fee for CDL and hoisting licenses.

Section 2

Employees holding a CDL-A License shall be paid an additional one-half percent (0.5%) of base pay each year, which shall be rolled into base pay and is reflected in the salary schedule attached hereto as Appendix A, for so long as s/he holds a CDL-A license. If an employee loses his/her CDL-A License, he/she shall no longer be eligible for the CDL-A License rate of pay.

Those employees attaining and holding a Water Handler's License, upon approval of the Commissioners, shall be paid an additional one-half percent (0.5%) of base pay each year, which shall be rolled into base pay and is reflected in the salary schedule attached hereto at appendix A, for so long as s/he hold a Water Handler's License. If an employee loses his/her Water Handler's License, he/she shall no longer be eligible for the Water Handler's License rate of pay.

Section 3

In the event an employee is required to obtain any other license as a condition of employment, the employee will be reimbursed the fee for said license.

Section 4

The provisions of this Article shall not apply to clerical employees.

ARTICLE 27 EDUCATION, TRAINING AND PHYSICAL EXAMINATIONS

Employees may be reimbursed for the cost of physical examinations, workshops, seminars, or course work up to Seven Hundred Dollars (\$700.00) per person per fiscal year, provided:

- (1) the employee, in writing, seeks and is granted prior written approval from the Commissioners; which approval the Commissioners may grant or withhold at their sole discretion;
- (2) the employee shows that the course work is work-related and/or that the physical examination is required for the purpose of obtaining or renewing a license required for the employee's position of employment; and
- (3) the employee provides the Commissioners with proof of attendance in a form satisfactory to the Commissioners or, for a physical examination, proof of the examination fee after any health insurance payment has been paid.

The determination by the Commissioners that the proposed physical examination and/or course work is not work-related, and any disapproval by the Commissioners of a request made by an employee hereunder, shall not be subject to the grievance provisions of this Agreement.

Employees shall receive monetary compensation at the rate of twenty dollars (\$20.00) per semester hour per year for all undergraduate or graduate courses approved under the provisions of this Article which are successfully completed. For purposes of this paragraph, employees shall also receive compensation at this rate for the successful completion of courses – whether or not graduate or undergraduate – which provide Training Contact Hours (“TCH”) as commonly recognized within the public works profession. For such courses, ten TCH’s shall be the equivalent of one Continuing Education Unit (“CEU”), and three CEU’s shall be the equivalent of two (2) semester hours. In addition, departmental mechanics shall be eligible to enroll in SAE certification courses. Upon completion and certification for each course, employees shall be credited using the same formula as stated above. In order to qualify for the receipt of any compensation under this provision, be it for TCHs, CEUs or semester hours, the employee must have received the prior written approval of the Commissioners for the TCH, CEU, or coursework in question and the coursework must have been completed within the fiscal year for which compensation is requested by the employee. The provisions of this paragraph shall not apply to clerical employees.

ARTICLE 28 ANNUAL EVALUATIONS

The parties agree to the implementation of an annual evaluation process for bargaining unit members utilizing the process and evaluation instrument developed by the Town Administrator in accordance with the Town’s personnel policies, with the Union, and its AFSCME representative, receiving written notice and a copy of the process and instrument no less than thirty (30) days prior to implementation.

ARTICLE 29 PHYSICAL FITNESS

Recognizing the importance of physical fitness for members of the Department of Public Works, the parties agree that, based upon the provisions of this Article, each bargaining unit member shall be eligible for reimbursement not to exceed an annual total of Three Hundred Dollars (\$300.00) for the cost of an individual health club membership incurred by a member after any available health insurance payment or contribution has been made. In order to be eligible for reimbursement, the employee must provide the Superintendent with proof of membership and sufficient proof of attendance utilizing the reimbursement form attached hereto at Appendix C. Reimbursement by the Department shall be made in the last payroll of each fiscal year under this Agreement.

ARTICLE 30
MASSACHUSETTS RETIREMENT SYSTEM
EARLY INTERVENTION PROGRAM

In order to effectuate the provisions of Massachusetts General Laws, chapter 32, section 5B, as added by St. 1996, chapter 306, section 10, the parties agree as follows:

- a.) The parties agree to participate in the Massachusetts Retirement System's Early Intervention Program.
- b.) Whenever an employee has been absent from work for thirty (30) working days as the result of a work-related injury, the employee will provide the employer with a written determination from his/her physician as to the employee's ability to perform the essential functions of his/her job and the ability of the employee to return to work in the imminent future. The employee also shall submit to an examination by the employer's physician, at the employer's cost, and the employer's physician shall provide the employer with a written determination as to the employee's ability to perform the essential function of his/her job and the ability of the employee to return to work in the imminent future. In the event that the two physicians do not agree whether the employee's return to work is imminent, said physicians shall select a third physician who shall make said determination.
- c.) Upon the determination that the employee's return to work is not imminent, the employer, following written notice to the employee, shall notify the Massachusetts Retirement Board that the employee has been absent from work for a period of thirty (30) working days or longer due to a work-related injury and that the employee's return to work is not imminent.
- d.) For purposes of this provision, the term "imminent" shall be construed as "within thirty (30) working days."

ARTICLE 31
PROBATIONARY EMPLOYEES

The following provisions shall apply to probationary employees:

1. Union Dues: Upon the Town's receipt of a properly-executed Authorization of a Check-Off Dues form, all new bargaining unit members shall have Union membership dues deducted pursuant to terms of Article 4.
2. Overtime: After thirty (30) days of employment, probationary employees will be placed on the overtime list for his/her area of work. Initial placement on the overtime list will be made using a rolling average of hours for the area of work to which the probationary employee is assigned.
3. Personal Days: Probationary employees will accrue personal time at the rate of two (2) hours per month for the term of their probationary period and may begin using such accrued personal time after ninety (90) days of employment subject to the use and approval requirements of Article 16.

4. Clothing: The Employer will provide probationary employees with necessary safety equipment as determined by the Superintendents. During a bargaining unit member's probationary period, the annual clothing allowance pursuant to Article 23 shall be apportioned on a pro rata basis on the closest quarter of the fiscal year in which the employee was hired. Probationary employees may draw down on their clothing allowance after thirty (30) days of employment, with the exception of work boots which may be purchased immediately and charged to their clothing allowance. All purchases by probationary employees shall be subject to the approval process currently enforced by the Employer and the terms of Article 23.
5. Licenses: Probationary employees shall be eligible for stipend payments as described in Article 26.

ARTICLE 32 TOWN POOL OPERATORS

Notwithstanding the fact that the Town Pool facility is managed and operated by the Town's Recreation Department, and with the acknowledgment that work performed at the Town Pool facility by DPW bargaining unit members does not constitute DPW bargaining unit work, it is agreed by the Parties that two (2) bargaining unit members may be designated and trained as pool operators for the purpose of maintaining the Town Pool. Bargaining unit members shall be selected by the Superintendents from those members willing to accept such designation, with one designated as a primary operator and one designated as secondary operator. This designation, if any, and/or the removal of pool operators, shall be at the sole discretion of the Superintendents and shall not be subject to the grievance or arbitration provisions of the Collective Bargaining Agreement.

The designated employees shall assist the Recreation Department in testing the pool water during the time the Town Pool is in service; making necessary adjustments to the chemical levels required to maintain appropriate chlorine and PH levels; and, performing other task related to the proper maintenance and operation of the Town Pool.

In consideration of this responsibility, and only during the period of time during which the bargaining unit member has been designated, the primary operator shall be paid a stipend of one percent (1%) of his/her base pay, and the secondary operator shall be paid one-half percent (½%) of his/her base pay. Stipends shall be paid in the first payroll following the closing of the pool for the season. Such stipend payments shall not be added to the base compensation of the bargaining unit member.

In the event a pool operator is called in after normal work hours for the purpose of maintaining the pool, overtime provisions of the Collective Bargaining Agreement shall apply to such call-in.

**ARTICLE 33
DURATION**

Section 1

This Agreement shall become effective July 1, 2017 and shall continue in effect to and including June 30, 2020 and shall thereafter automatically renew itself for successive terms of one year each unless sixty (60) days prior to December 31, 2019 or any December 31 thereafter either the Employer or the Union shall have given the other written notice of its desire to modify or terminate this Agreement.

Section 2

This Agreement is contingent upon Town Meeting budgetary approval and any statutory restraints of the Town budgetary procedures imposed by the Commonwealth of Massachusetts. For the purpose of this Contract, the Employer shall be the Commissioner of Public Works, 100 Essex Street, Whitman, MA 02382.

IN WITNESS WHEREOF, the authorized representative of the parties have set their hands on this day of , 2017.

**TOWN OF WHITMAN
BOARD OF SELECTMEN**

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

**TOWN OF WHITMAN
DEPARTMENT OF PUBLIC WORKS COMMISSIONERS**

ARTICLE 33
DURATION

Section 1

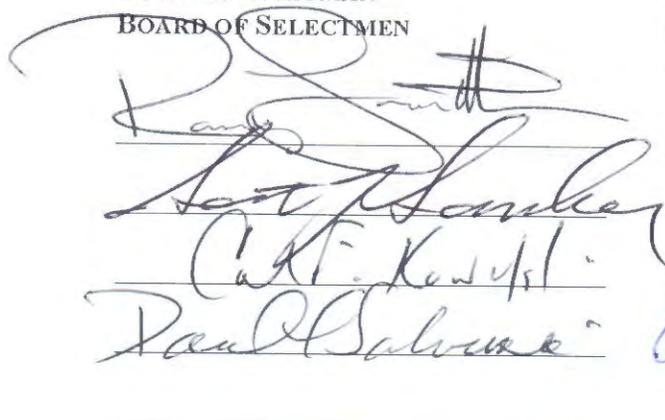
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Section 2

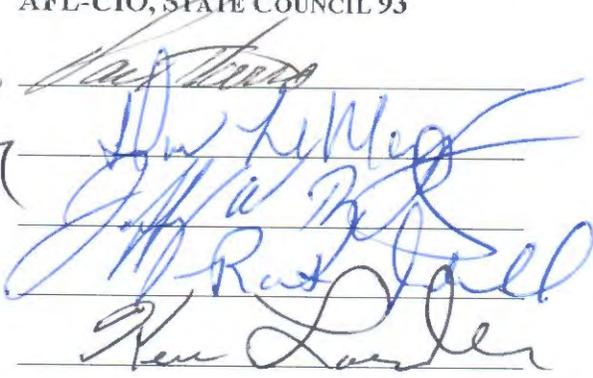
This Agreement is contingent upon Town Meeting budgetary approval and any statutory restraints of the Town budgetary procedures imposed by the Commonwealth of Massachusetts. For the purpose of this Contract, the Employer shall be the Commissioner of Public Works, 100 Essex Street, Whitman, MA 02382.

IN WITNESS WHEREOF, the authorized representative of the parties have set their hands on this 19th day of SEPT., 2017.

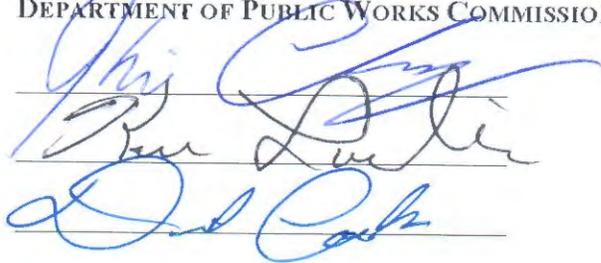
TOWN OF WHITMAN
BOARD OF SELECTMEN



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



TOWN OF WHITMAN
DEPARTMENT OF PUBLIC WORKS COMMISSIONERS



APPENDIX A

ALCOHOL AND DRUG USE AND TESTING POLICY FOR SAFETY-SENSITIVE DRIVERS

INTRODUCTION

The following is the policy of the Town of Whitman regarding testing associated with alcohol misuse and drug use by those employees operating motor vehicles with a Commercial Drivers' License, as required by FHA/DOT Rule 382.103. A discussion of the physical effects of alcohol and certain drugs on the body is included as well. The terms alcohol misuse, drug use and substance abuse are used interchangeably in this document. The name and telephone number of the person who can answer any questions you may have about the alcohol and drug rules and assist you in substance abuse situations appears on the last page of this policy. If at any time FHA/DOT rules regarding applicability of this Policy change and/or an exemption is granted to DPW drivers by any state or federal agency, then this Policy is null and void.

TERMS AND ABBREVIATIONS

BAT	Breath Alcohol Technician
CDL	Commercial Drivers' License
CMV	Commercial Motor Vehicle
DHHS	Department of Health and Human Services
DOT	Department of Transportation
EAP	Employee Assistance Program
EBT	Evidential Breath Testing
MRO	Medical Review Officer
US	The Employer
YOU	The Driver/Employee

DEFINITIONS

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Concentration: Also called alcohol content, the alcohol in a volume breath, (expressed as grams of alcohol per 210 liters of breath) as indicated by an evidential breath test, such as a breathalyzer.

Alcohol Use: The consumption of any beverage, mixture or preparation, including medications, containing alcohol.

Breath Alcohol Technician: An individual who instructs and assists individuals in the alcohol testing process and operates and an evidential breath testing (EBT) device.

Confirmation Test: In *alcohol testing*: a second test, following a screening test with a result of 0.02 or greater, that provides quantitative measurement of alcohol concentration. In *drug testing*: a second test to identify the presence of a specific drug or metabolite. In order to

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ensure reliability and accuracy, this test is separate from and uses a different technique and chemical principle from that of the alcohol screening test.

Controlled Substances: In this policy, the terms “drugs” and “controlled substances” are interchangeable and have the same meaning. Unless otherwise provided, these terms refer to:

- marijuana
- cocaine
- opiates
- phencyclidine (PCP)
- amphetamines, including methamphetamines.

Driver: Any person who operates a commercial motor vehicle, (CMV) including:

- full-time, regularly employed drivers
- casual, intermittent or occasional drivers
- leased drivers
- independent, owner-operator contractors who are either directly employed by or under contract to an employer or who operate a commercial motor vehicle (CMV) at the direction of or with the consent of an employer.

Evidential Breath Testing Device: A device used for alcohol breath testing that has been approved by the National Highway Safety Administration.

Medical Review Officer: A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test, medical history and other relevant biomedical information.

Screening Test: In *alcohol testing*: the initial test to determine if a driver has a prohibited concentration of alcohol in his or her system. In *controlled substances testing*: a screen to eliminate 'negative' urine specimens from further consideration.

Substance Abuse: Refers to patterns of substance use that result in health consequences or impairment in social, psychological and occupational functioning.

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or a. licensed or certified psychologist, social worker, employee assistance professional, or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

APPLICABILITY

The Federal Highway Administration, Department of Transportation Alcohol and Drug ruling applies to every person who operates a commercial motor vehicle (CMV) in interstate or intrastate commerce, and is subject to the commercial driver's license (CDL) requirements of part 383. This Policy is applicable to every employee employed in a

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position that requires the employee to have a commercial driver's license and to applicants for such positions. This Policy, through the collective bargaining agreement between the Town of Whitman and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 1700, is also applicable to every employee covered by said Agreement.

SAFETY-SENSITIVE FUNCTIONS

A safety-sensitive function is defined as including any of the following circumstances and/or activities:

- at a carrier or shipper plant, terminal or facility, or other property, or 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 (hand) brakes, 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 (CMV) IN OPERATION;
- at the driving controls of a CMV in operation;
- while in or upon any CMV, except when resting in a sleeper berth;
- supervising or assisting in loading or unloading a vehicle;
- attending a vehicle being loaded or unloaded;
- while in readiness to operate the vehicle;
- when giving or receiving receipts for shipments loaded or unloaded;
- performing the driver requirements of sections 392.40 and 392.41 of part 392, Driving Motor Vehicles, relating to accidents;
- repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

POLICY REGARDING ALCOHOL AND DRUG PROHIBITIONS

The DOT refers to the restrictions for the use of both alcohol and controlled substances as prohibitions.

Alcohol prohibitions are tied to the performance of safety-sensitive functions in the following ways:

1. A driver may not report for duty or stay on duty
 - a. with a blood alcohol concentration of 0.04 or greater
 - b. if in possession of alcohol (unless it is being transported as cargo)

NOTE: this includes any product (medication, food or other product) containing alcohol, regardless of the alcohol content.
 - c. if using alcohol

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- d. within four hours of using alcohol
2. A driver who has an accident may not use alcohol until post-accident testing is done or for a period of eight hours, whichever comes first.
3. Drivers cannot refuse to submit to alcohol testing.
4. Employers who know about any of the above acts cannot permit the driver to perform a safety-sensitive function.

The Department of Transportation and Federal Highway Administration bans the use of controlled substances by drivers.

Drug Prohibitions:

1. Drivers may not report for duty or stay on safety-sensitive duty while using any controlled substance. There may be an exception to this ruling if a physician has prescribed a substance and has advised you that it does not interfere with your ability to operate a vehicle in a safe manner.
2. Drivers may not report for duty or stay on duty if they have tested positive for a controlled substance.
3. Employers who know about either of the above acts cannot permit the driver to perform a safety-sensitive function.
4. Employers may require drivers to report the use of any therapeutic drugs.

ALCOHOL AND DRUG TESTING

There are five situations where testing can be done to determine the presence of alcohol and/or drugs.

1. Pre-employment

When: Before a new hire can perform any safety-sensitive duties or when a person transfers into a safety-sensitive function from elsewhere in the Town .

Note: no person will be considered for a Driver's position who has had a positive drug and/or alcohol test within two years of his or her application.

2. Post-accident

When: Following an accident where

- a life was lost
- an injury was suffered
- property damage was suffered
- the driver was cited for a moving traffic violation.

Post-accident alcohol testing should be conducted within two hours of the accident but shall not be conducted more than eight hours after the accident. Post-accident drug testing shall be done within 32 hours, or not conducted at all.

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3. **Random**

Unannounced **random** testing is required on a certain percentage of drivers each year.

How: The random selection process used shall ensure that each driver has an equal chance of being tested each time selections are made.

When: Drivers are randomly selected from the pool. Random testing for alcohol shall be completed just before, during or immediately after performing safety-sensitive work. Random testing for drugs may be conducted at any time you are at work. Once you are notified that you have been selected for random testing, you must proceed immediately to the test site.

Random testing is conducted as follows:

- 25% of all drivers shall be randomly tested for alcohol during the first year of the testing program. The number to be randomly tested in following years depends on the percentage of positive tests for the entire industry.
- 50% of drivers shall be randomly tested for controlled substances during each year of the testing program.

4. **Reasonable suspicion**

When: If your supervisor has reason to believe that your behavior or appearance may indicate alcohol or drug use.

Testing for reasonable suspicion is based on:

- the observances of a trained supervisor
- specific, clearly stated observations concerning the driver's appearance, behavior, speech or body odor
- observations made for alcohol testing shall be made just before, during, or just after the performance of a safety-sensitive function.

Important points:

- The supervisor who makes the observation and determines that reasonable suspicion testing should be conducted, may not administer the alcohol test on the driver.
- Alcohol testing for reasonable suspicion must be conducted within two hours of the observation. Tests that cannot be conducted within eight hours of the observation shall not be conducted.
- You cannot report for duty or stay on the job while under the influence of alcohol or while impaired by alcohol as shown by behavior, speech or performance that indicates alcohol misuse. You will not be allowed to continue to perform safety-sensitive duties until:

your alcohol concentration is less than 0.02.

-or-

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24 hours have passed from the time of the initial observation.

- Disciplinary action regarding alcohol misuse shall not be taken against a driver unless an alcohol test was administered or was refused by the driver.

5. **Return to duty and follow-up**

When:

- Return to duty testing is required for drivers who violate prohibitions and are returning to work. In order to return to work, an alcohol concentration of less than 0.02 or a negative drug test is required.
- Follow-up testing is required when a driver returns to a safety-sensitive function. A minimum of six tests shall be performed during the first year back in a safety-sensitive position. However, follow-up testing may continue for up to five years.

REFUSAL TO BE TESTED

As part of the alcohol and drug policy, you must submit to alcohol and drug testing. **If you refuse to be tested, you are treated the same as if you have received a positive result.**

Refusal to test is considered to be any time you either fail to provide adequate breath for alcohol testing without a valid medical reason after being notified of the testing requirements or adequate urine for controlled substances testing without a valid medical reason after being notified of the testing requirements, or if you obstruct the testing process, including adulteration of the specimen.

If you refuse to be tested, you cannot continue on the job. If you refuse to test you are subject to sanctions for positive test results.

ALCOHOL TESTING PROCEDURES

1. All alcohol testing is conducted by a certified Breath Alcohol Technician, or BAT, in a private setting where no one but you and the BAT can see or hear the test results. An evidential breath testing device (EBT) approved by the National Highway Safety Administration must be used.
2. The BAT will ask you for identification. You may ask for the BAT'S identification as well.
3. To complete the test, you must blow forcefully into the mouthpiece of the testing device. The BAT must show you the test result on the testing device.
4. A screening test is conducted first. If the reading is less than 0.02, you will sign the certification and fill in the date on the form. The test will be reported as negative to the Town.
5. If the reading is 0.02 or greater, a confirmation test must be conducted (after 15 minutes but within 20 minutes of the first test). You will be asked not to eat, drink, belch or put anything in your mouth. These steps prevent the buildup of mouth alcohol, which could lead to an artificially high result.

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6. If the screening and confirmation test results are not the same, the confirmation test result is used.

If you refuse to be tested or to sign the testing form, the BAT will immediately notify the Town

DRUG TESTING PROCEDURES

1. Drug testing is conducted by analyzing a urine sample, which is collected in a private location.
2. Urine specimens are divided into two containers by the collection site person -in your presence. These two samples, called 'primary' and 'split', are sent to a testing laboratory certified by the Department of Health and Human Services. (DHHS)
3. At the laboratory, a screening test is performed on the primary sample. If this test is positive for drugs, a confirmation test is required.
4. The confirmation test must use a specialized procedure called gas chromatography/mass spectrometry, to ensure that over-the-counter drugs are not reported as positive.
5. If the first test is positive, the Medical Review Officer (MRO) will notify you to find out if there is a medical reason for the drug use. If you can document why the substance is being taken and the MRO finds it is a legitimate medical use, the test may be reported as negative to the employer.
6. After being notified that the first test was positive, you have 72 hours to request a test of the split specimen. If you make this request, the split specimen is sent to another DHHS-certified lab for the test.
 - a) If you do not contact the MRO within 72 hours but can prove to the MRO that you had a legitimate reason for not doing so, the MRO can order the split specimen tested.

Removal from safety-sensitive duty as required by the DOT following a positive drug test is not delayed to await the result of the split specimen test.

If the analysis of the split sample does not confirm the presence of a drug, the MRO cancels the test and reports this to the DOT, to the DPW Commissioners, and to you.

CONSEQUENCES OF VIOLATING THE ALCOHOL OR DRUG PROHIBITIONS

An employee who is found to have violated this Policy shall be subject to the following:

Alcohol violations:

- a) Immediate removal from all safety-sensitive functions, as outlined in Appendix A. The employee will be placed on a leave of absence and may utilize accrued sick, personal, and vacation time. When all accrued time is exhausted, the employee will revert to unpaid status.
- b) Following a violation, an employee cannot return to safety-sensitive duties until an evaluation has been done and any recommended treatment has been completed.

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- c) Anyone with an alcohol concentration of 0.02 or greater, but less than 0.04, cannot return to safety-sensitive duties for at least 24 hours.
- d) Following a violation, the employee will be subject to return to duty and/or follow-up testing as determined necessary by the Town.
- e) Any employee that tests positive for alcohol shall be subject to disciplinary procedures up to and including termination, as outlined below.
- f) Failure to adhere to the terms of the treatment program may constitute a violation of this Policy and shall be grounds for immediate termination.

Drug violations:

- a) Immediate removal from all safety-sensitive functions, as outlined in Appendix A. The employee will be placed on a leave of absence and may utilize accrued sick, personal, and vacation time. When all accrued time is exhausted, the employee will revert to unpaid status.
- b) An employee cannot return to a safety-sensitive job until an evaluation has been done, recommended therapy is completed, and a verified negative drug test is produced.
- c) Following a violation, the employee will be subject to return to duty and/or follow-up testing as determined necessary by the Town.
- d) Any employee that tests positive for drugs shall be subject to disciplinary procedures up to and including termination, as outlined below.
- e) Failure to adhere to the terms of the treatment program may constitute a violation of this Policy and result in immediate termination.

Disciplinary Action:

- a) For the first offense:
 - 1. The employee will be placed on a leave of absence pending clearance from the Substance Abuse Officer, which may include repeat testing, as outlined herein.
 - 2. During the leave of absence referenced at subpart 1, above, the employee may utilize accrued sick, personal, and vacation time. When all accrued time is exhausted, the employee will revert to an unpaid leave status.
 - 3. The employee will be responsible for the costs involved in any required retesting.
 - 4. The employee's return to work will be subject to a last chance agreement, which will include a provision that any future violation of this Policy, including a failure to comply with the terms of a treatment program or required follow-up testing, will subject the employee to immediate termination.

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- b) For the second offense:
 1. The employee will be terminated.

EVALUATION AND TREATMENT PROGRAM

This Policy requires the Town to provide you with the opportunity for treatment, consistent with Article 15 of the parties Collective Bargaining Agreement.

If you violate an alcohol or drug prohibition you must be evaluated by a substance abuse professional to determine what help is needed.

Before you can return to a safety-sensitive job, you must:

- a) have an alcohol concentration of less than 0.02, or a verified negative drug test (depending on the violation)
- b) complete recommended treatment
- c) complete a minimum of 6 follow-up tests within the first year back to work (follow-up testing may be done for up to five years after return to work).

OTHER RELATED DISCIPLINE

This section shall in no way limit discipline for offenses other than substance abuse, nor shall it limit the discipline to be imposed for selling, purchasing, possessing, using or delivering any illegal drug, which may include termination. In cases of misconduct arising out of, relating to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct. The refusal of an employee to submit to any test prescribed under this Article shall be deemed to be a confirmed positive test and shall subject the employee to the level of discipline appropriate to the test.

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 ounce shot of hard liquor all contain the same amount of alcohol. Each 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 shorten their life spans by about ten years.

Other Effects:

- greatly impaired driving ability
- reduced coordination and reflex action
- impaired vision and judgment

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- 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 1 '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 free-base cocaine known as 'crack' or 'rock', which is smoked. The crack 'high' is reached in 4-6 seconds 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, tremor 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 heart beat 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

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- 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 activity. 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 to 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.

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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 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

The following person should be contacted for assistance with drug and/or alcohol problems:

Name: Frank Lynam

Phone: (781) 618-9704

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<u>ACCRUED COMPENSATORY TIME</u>					
<u>NAME</u>	<u>JULY 1, 2014 BEGINNING BALANCE</u>	<u>FY 2015 HOURS TO BE USED</u>	<u>FY 2016 HOURS TO BE USED</u>	<u>FY 2017 HOURS TO BE USED</u>	<u>JULY 1, 2017 REMAINING BALANCE</u>
Paula Anderson	128.5	32.5	32	32	32
Elonie Bezanson	14.5	4.5	4	3	3
Kevin Barradas	33	9	8	8	8
Steve Dodrill	87	23	22	22	20
Ken Harris	42	11	11	10	10
Mike Lotti	52	13	13	13	13
Aaron Richardson	235.5	59.5	59	59	58
Dennis Smith	151	38	38	38	37
David Thompson	424	106	106	106	106
Robert Trumbull	40	10	10	10	10

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HEALTH CLUB REIMBURSEMENT FORM

Name of Member seeking reimbursement: _____

Name of Health Club: _____

Address of Club: _____

_____ Tel. _____

Member Since (start date): _____

Date requesting reimbursement: _____

Amount paid by employee for individual membership: _____

I do certify that the health club has collected the above amount as part of the member's annual dues.

Name: _____ Signature: _____

Title: _____

As Superintendent of the Department of Public Works, I find it imperative for the health and welfare of the employee and in the best interests of the operational efficiency of the Department to approve the reimbursement amount set forth in the Collective Bargaining Agreement between the Town of Whitman and the Whitman DPW Unit, AFSCME, Council 93, Local 1700.

Superintendent, DPW: _____

Signature of employee requesting reimbursement: _____