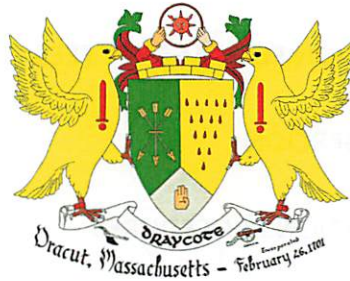


TOWN OF DRACUT &



**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 93, AFL-CIO LOCAL 1404**

THREE YEAR AGREEMENT

July 1, 2025 – June 30, 2028

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Agreement made this 19th day August, 2025 between the TOWN OF DRACUT (hereinafter referred to as the Employer or the Town) and THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 93, AFL-CIO, LOCAL 1404 (hereinafter referred to as the Union).

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all non-professional employees of the Town of Dracut Department of Public Works and any Division thereof, excluding elected officials, Superintendent of Public Works, Asst. Superintendent of Public Works, DPW Operations Manager, Stormwater Manager, Town Engineer and clerical staff.

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 such group or individual for the purpose of undermining the Union or changing any condition contained in this agreement.

NOTE: An election of remedies is required where a violation of this contract is alleged. Complaints may be filed either (1) as a grievance or (2) as a complaint with a court or administrative agency, but not both.

ARTICLE 2 - RIGHTS OF MANAGEMENT

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs (but only after providing the union with notice and opportunity to bargain in good faith when and as required by law, to the point of agreement or impasse); determine where, when, how, and by whom work will be done; determine standards of proficiency in work skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, Town Manager and Department Head or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Department. By way of example but not limitation, management retains the following rights (unless there is a specific provision in this agreement to the contrary, in which case the contract provisions will control):

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or

facility;

- to determine the methods, means and personnel by which the Department's operations are to be carried out;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings;
- to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency, which may not be unreasonably declared;
- to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate; and
- to suspend, demote, discharge, or take other disciplinary action against employees, for just cause, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Nothing in this article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the contract limits its ability to act, management may exercise its rights under this article without having such actions being subject to the grievance procedure.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes but only after notice to the Union, and, if requested, good faith bargaining as required by law to agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and

obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

Section 1 It is agreed that management officials of the Town shall, at all times, retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the departments, and to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work, or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them; to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting if deemed necessary; and to take whatever actions may be necessary to carry out the mission of the department; provided that such rights shall not be exercised in violation of other sections of this Agreement.

Section 2 The Town and its management officials have the right to promulgate reasonable Rules and Regulations" pertaining to the employees covered by this Agreement, so long as such rules do not conflict with any terms or conditions of this Agreement.

Section 3 Except insofar as modified by this Agreement, the management and control of the Town of Dracut municipal departments and of the various employees employed therein shall remain the sole right, responsibility, and prerogative of the Town, through the Department Head.

Section 4 The management of the work of the Town, the direction of the work and the right to plan and control Town operations and make and enforce reasonable work rules is reserved exclusively in the Town through the Department Head.

ARTICLE 3 - UNION DUES AND INITIATION FEES/AGENCY FEES

- A. There will be a six (6) month probationary period for all new full-time employees starting with the first day of full-time employment with the Town During this probationary period, he/she shall be building his seniority although he shall not be considered a member of the union. Also, during said period, his/her job performance will be evaluated, and he/she may be terminated based on said review, without recourse or any other provisions of the contract. The union may not deduct membership dues during the first six (6) months of full-time employment. Following promotion, a 90-day period will allow the Town a probationary period to review performance and the employee a trial with the option of returning to the former position, A replacement may be removed without complaint or recourse should the promoted employee be returned to his/her former position. Employees who desire membership in the Union, shall tender the initiation fees (If any) and monthly membership dues by signing an appropriate authorization form for the check-off of dues and initiation fees. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues the Employer agrees to deduct Union membership dues weekly, levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate monthly amount to the Treasurer of the Union along with a list

of employees who have had said dues deducted, Such remittance shall be made by the tenth (10th) day of the succeeding collection month

- B. During the term of this agreement and pursuant to the provisions of Chapter 180, Section 17J of the Massachusetts General Laws, the Union shall provide to the employer authorization forms voluntarily executed by its respective members specifying therein those deductions they desire to be taken from the payroll schedule.
- C. Said deductions will be promptly transmitted by the Employer to the Union by electronic transfer (ACH).
- D. The Union agrees to indemnify and hold the Town harmless from and against any and all actions the Union takes under this Article, including attorney's fees, costs, and expenses.

ARTICLE 4 - DISCRIMINATION AND COERCION

There shall be no discrimination by foremen, superintendents, or other agents of the Employer against any employee because of his or her membership in the Union. The Employer further agrees that there will be no discrimination against any member for his or her adherence to any provisions of this Agreement or his or her refusal to comply with any order which would violate this Agreement

NOTE: An election of remedies is required where a violation of this contract is alleged. Complaints may be filed either (1) as a grievance or (2) as a complaint with a court or administrative agency but not both

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURES

A grievance is defined as an allegation that one party to this Agreement has violated a specific provision of the Agreement.

- Step 1.* The union steward or representative, with the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor outside the bargaining unit within five (5) working days of the date of the grievance. The supervisor, after receipt of the grievance, 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 Department Head within five (5) working days after the supervisor's response is due. The Department Head shall hear the grievance within five (5) working days of receipt of the grievance and shall respond to the steward in writing within three (3) working days after the close of the hearing.*
- Step 3.* If the grievance still remains unadjusted, it may be presented to the Town Manager in writing within five (5) working days after the response of the Department Head is due. The Town Manager shall hear the grievance within seven (7) days and respond in writing within fourteen (14) working days of the close of the hearing.

Step 4. If the grievance is still unsettled, either party may within thirty (30) working days after the reply of the Town Manager is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by either the Massachusetts Department of Labor Relations or the American Arbitration Association.

The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall issue his or her decision in writing within thirty (30) days after the conclusion of testimony and arguments, if possible. The arbitrator must confine his/her decision to interpreting the specific terms of this Agreement and is without authority to expand or modify the same and must conform to any law or by-law governing a subject.

The expenses for the arbitrators' service and the proceedings shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. It is agreed by both parties that the arbitrator must confine his or her decision within the scope of the Agreement. It is agreed that the Union has the right to file grievances.

ARTICLE 6 - SENIORITY

The length of service within each department shall determine the seniority of the employee, based on time said employee went on the Town payroll in that department as a permanent employee. The principle of seniority shall govern and control in all cases of promotion or transfer within the department, where qualifications are approximately equal which shall be determined by the Department Head.

Seniority by job position shall govern and control in all cases of decrease in work force, preference in the assignment to shift work where qualifications are approximately equal which shall be determined by the Department Head, and choice of vacation period under the following conditions:

1. Laid off employees in any department shall be offered rights to transfer to any vacant position in any other department covered by this Agreement after completion of any interdepartmental promotions, if, in the opinion of the Town, the laid off employee has the qualifications to perform the duties of said vacancy.
2. Laid off employees shall have recall rights for a period of one (1) year for any vacancy in a position covered by this Agreement if said laid off employee has the qualifications to perform the duties of said vacancy.
3. Laid off employees will be notified by the Union when a vacancy covered by this Agreement is available. The appropriate Department Head will notify the Union of said vacancy(s).
4. Layoff will be decided by position or title. In case of layoff or reduction in force, the Town of Dracut shall layoff employees holding the affected title in order of their seniority, the less senior employee laid off prior to the more senior employee.

5. If a full-time employee receives a layoff notice or is bumped, that employee may bump either laterally (i.e., into a similar position of the same pay and grade) or into the next lower title or titles which he or she may be qualified to perform which is held by a less senior employee. In the event the employer anticipates the need for a reduction in force, it is agreed that the Town will serve notice in advance to the union and, within a reasonable time and in advance of any action, will negotiate with the union concerning the impact of the anticipated layoff, if the union requests.

ARTICLE 7 - JOB POSTING AND BIDDING

- Section 1** When a position covered by this Agreement becomes vacant and/or IS created, and is intended to be filled, such vacancy shall be posted in a conspicuous place listing the pay. Job specifications shall be made available on application This Notice of Vacancy shall remain posted for at least seven (7) working days, Employees interested shall apply, in writing, within the posted period The Town shall make the determination as to qualifications.
- Section 2** Where the Department Head determines that qualifications are approximately equal, the senior qualified employee/applicant of the department Will be given preference for selections Any employee applying will be granted an interview for the position, for which he or she applied, by the Department Head.
- Section 3** Job vacancies in any department, not filled from within the department, shall be posted in all other departments covered by this Agreement All qualifications are to be determined by the Town.
- Section 4** Newly hired permanent employees shall be on a probationary basis for a period of twelve (12) months from the date of hire.
- Section 5** Further, in the event of promotion, no appointment to and/or promotion to a position vacant by virtue of promotion shall become permanent until the employee initially promoted successfully completes the required additional twelve (12) month probationary period to attain permanent appointment in the new position. However, as noted in Article 3, at any time during the first ninety (90) days following promotion an employee may elect to return to his/her previous unit position. Any replacement in the lower position may be removed without complaint or recourse should the promoted employee be returned to his/her former position

ARTICLE 8 - HOURS OF WORK

- Section 1** The regular hours of work each day shall consist of eight (8) hours with an interruption for a lunch period
- Section 2** The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive.

Section 3 The normal workday shall consist of eight (8) consecutive hours within the twenty-four (24) hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the Town provides the Union with advance notice and, if requested, bargaining in good faith as required by law to the point of agreement or impasse. Emergency situations will be determined by the Department and the

Department Head shall use reasonableness in declaring said emergency situations. An employee's schedule will not be changed solely for the purpose of avoiding overtime. However, this will not preclude the Town from changing schedules as specified in the prior paragraph. When new shifts or schedules are to be implemented, volunteers will be sought and thereafter inverse seniority by position will be used to assign employees.

Section 4 Unless and until changed as provided in this article the normal work hours shall be from Monday through Friday, 7:00 a.m. to 11 :00 a.m. (11 :00 a.m. to 11 :30 a.m.- lunch) and 11 :30 a.m. to 3:30 p.m. (All recorded by time clock)

ARTICLE 9 - MEAL PERIODS

Section 1 Employees who are engaged in continuous operations shall have their meal period within their scheduled eight (8) hours.

Section 2 All employees shall be granted a meal period of one half (1/2) hour duration during each regular 7:00 a.m. - 3:30 p.m. work shift.

ARTICLE 10 – OVERTIME

Section 1 Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1-1/2) times their regular rate of pay for work in excess of eight (8) hours per day or forty (40) hours per week, provided said employee has been on payroll status for the full week. Paid leave is to be considered as payroll status. All work performed on Saturday by an employee whose regular schedule is Monday through Friday shall be paid at the rate of one and one-half (1-1 /2) times the regular rate of pay.

Section 2 Any employee called back to work on the same day after having completed his or her assigned work and who have left any jobsite in Town and returned to their home or other location to engage in any other activities outside of work duties (i.e. relaxing at home, having dinner in or out of the home, going to the gym or other social functions, etc.) before his or her next regularly scheduled starting time, shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all hours worked as the work is ~~on~~ considered 'recall work.' Said employee will be guaranteed a minimum of two (2) hours pay at the time of the recall, at a rate of

one and one-half their regular rate of pay. However, Article 10, Section 2, shall not apply to any "Scheduled OT" such as early paving schedules, Town events or other duties for which the employee was notified of same by the end of the previous day's quitting time or for which they signed-up to work.

Section 3 All work performed on Sunday by an employee whose regular schedule is Monday through Friday shall be paid at the rate of two (2) times the regular rate of pay.

Section 4 Overtime rate for employees that work on overtime assignments that extend beyond six (6) hours shall be paid two (2) times the regular rate of pay for all continuous overtime hours in excess. Overtime at any rate will not be paid for hours that are a part of the employee's normal work schedule. Normal daily work schedule shall not be considered a break in the continuous duty concept. Rest breaks shall not be considered a break in the continuous duty concept

Section 5 The Town will endeavor to equally and impartially distribute overtime among personnel in each area who ordinarily perform such related work in the normal course of their work week. Employees who are asked to work and refuse will be credited with having had their turn. When in cases of extreme emergencies, as determined by the Town or Department Head, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally perform such related work shall be released from their duties first when the workload lessens.

Section 6 All employees covered by this Agreement that hold the required CDL licenses, shall continue to be offered opportunities to overtime assignments as they are now before outside contractors or personnel are called in. Overtime opportunities other than the area which normally perform such related work shall be released from their duties first when the workload lessens. Overtime opportunities shall continue to be offered to all qualified employees covered by this Agreement as they are now before outside temporary help is called in.

Section 7 Employees who have worked the entirety of the winter season including reporting for all tours of duty related to weather, snow and/or ice events and the like, shall be eligible for a '*Snow and Ice Call-In Bonus*' equal to one thousand five hundred dollars (\$1,500) per employee, per fiscal year. Employees who miss a call-in and do not receive an exemption for their absence from the Department Head (i.e. vacation, illness, injury, etc.) shall have two hundred and fifty (\$250) deducted from their bonus total for each missed tour of duty. Employees who miss three or more tours shall not be eligible for any bonus payment dollars. Bonuses will be made payable in the first paycheck after April 20th annually. Unit members who leave the Town's employment prior to April 20th shall not be eligible for any bonus pay upon separation.

ARTICLE 11 - REST PERIODS

All employees' work schedules shall provide for a ten (10) minute rest period during each half shift. The rest period shall be scheduled near the middle of this time period whenever this is feasible. Employees who are to work beyond their regular quitting time into the next shift will be given a meal break, if possible. In addition, employees shall be granted the regular rest periods that occur during the shift.

ARTICLE 12 - CLEAN-UP TIME

Employees shall be granted a ten (10) minute personal clean-up for each one-half (1/2) work shift. Work schedules shall be arranged so employees may take advantage of this provision; the Employer shall attempt to make the required facilities available.

ARTICLE 13 - HOLIDAYS

Section 1 The following are paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Juneteenth	Afternoon (1/2 Day) Day before Christmas
Afternoon (1/2 Day) Good Friday	

Section 2 Should any holiday fall on an employee's normal day off, the nearest scheduled workday will be considered their holiday.

Section 3 Holiday pay shall be eight (8) hour's pay at straight time rate.

Section 4 If a holiday occurs within an employee's vacation period, it will not be counted as a vacation day.

Section 5 Employees required to work on a holiday shall receive in addition to his or her regular holiday pay an amount equal to two (2) times their regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours work at time and one half (1-1/2), or in accordance with Section 3 of Article 10, if applicable.

Section 6 Employees covered by this agreement shall be entitled to Monday off if Christmas falls on Tuesday and shall be entitled to Friday off if Christmas falls on a Thursday.

ARTICLE 14 - VACATION SCHEDULE

Section 1

- There shall be ten (10) paid vacation days after the completion of one (1) year of service.
- There shall be fifteen (15) paid vacation days after completion of five (5) years of service.
- There shall be twenty (20) paid vacation days after completion of ten (10) years of service.
- For employees hired prior to January 1, 2021, the following additional vacation days shall apply but shall not exceed an overall maximum of thirty (30) days total per fiscal year.
 - Upon completion of 16 years of service 21 paid vacation days
 - Upon completion of 17 years of service 22 paid vacation days
 - Upon completion of 18 years of service 23 paid vacation days
 - Upon completion of 19 years of service 24 paid vacation days
- There shall be twenty-five (25) paid vacation days after completion of twenty (20) years of service.

Section 2 Vacations shall be granted when, in the opinion of the Department Head, they will cause the least interference with the performance of the regular work of the Department.

Section 3 Vacations are accrued on a fiscal year basis, July 1st through June 30th. A vacation schedule will be posted on the bulletin board by March 1 each year for the coming fiscal year period. Each employee entitled to vacation time shall make his or her choices by May 30th each year. In cases of conflicting choices, vacation time will be granted on the basis of seniority. Employees who do not select their vacation choices during the above specified time will be restricted to the balance of the weeks unassigned, seniority notwithstanding.

Section 4 Upon termination of employment, the employee shall receive payment (pro-rated) of unused vacation leave and shall also be credited at the applicable rate for vacation accumulated from his/her anniversary date to date of termination.

Section 5 If termination is caused by death, vacation payment shall be made to the estate of the deceased employee.

Section 6 Employees shall be allowed to carry over two (2) weeks' vacation with a minimum of thirty (30) days' notice given to the Department Head, said vacation time may only be used with the agreement of the Department Head. If the Department Head denies a vacation which an employee on time per this article, he/she will either be paid for such time or allowed to carry it into the next fiscal year, at the Town's election.

ARTICLE 15 - SICK LEAVE

Section 1 The Employer will grant sick leave to any employee who absents himself or herself from the job providing he or she notifies the Department Head at the beginning of his or her regular shift, because of personal sickness, quarantine in the household or if his or her presence is needed at home because of family illness. The Department Head may require said employee to file a certificate of disability, signed by a regular licensed and practicing physician, if he or she deems such action to be in the best interest of the Town when an employee is out in excess of three (3) days. The Department Head may, upon detecting a pattern of suspected sick leave abuse, request additional information for an absence less than three (3) days.

Section 2 Employees hired after January of any year will accumulate sick leave at the rate of one and one-quarter (1 1/4) days per month, and commencing the second July 1 after hiring, said employee will be credited with a total of fifteen (15) sick leave days annually on 7/1. Employees hired prior to January 1 of any year will accumulate sick leave at the rate of one and one-quarter (1 1/4) days per month and commencing on July 1 after hiring will be credited with fifteen (15) sick leave days annually on July 1. Accumulation will be unlimited.

Section 3 Upon retirement (i.e., receipt of benefits under the Middlesex County Retirement System or its successor), death, or layoff, said employee or his or her estate shall be paid for 100% of employee's sick leave credits, not to exceed one hundred and twenty (120) days.

Section 4 Employees hired after July 1, 1984, will, upon death, retirement (i.e., receipt of benefits under the Middlesex County Retirement System or its successor), or layoff, be paid up to eighty (80) days of his or her accumulated sick leave at the basic rate of fifty percent (50%) base pay for each day.

Section 5 Employees hired after January 1, 2022 shall not be entitled to any payments for unused sick time.

Section 6 Notification to be eligible for the buyback provisions of this Article shall be made no later than January 15th of the prior fiscal year. Employees who fail to notify the Town Manager by said date will be entitled to buy back in the first month of the ensuing fiscal year.

Section 7 – Sick Leave Bank

- A. A sick leave bank is hereby established for use by eligible employees, an eligible employee is one who has used one hundred (100%) percent of all leave accrued and accumulated to his/her credit at the commencement of the illness or injury for which a claim is made to the sick leave bank.
- B. On the effective date of this amendment each person covered by this Agreement may contribute voluntarily three (3) tours of his/her annual sick leave in order to fund the bank and be eligible.
- C. The initial grant of sick leave to an eligible employee shall not exceed a total of one

day multiplied by the number of positions in the Bargaining Unit on the effective date of this amendment. This figure shall automatically increase as the department compliment increases during the life of this contract.

- D. Upon completion of the number of days set forth in Paragraph the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.
- E. The sick leave bank shall be administered fairly and equitably by the Union. The Town Manager or his designee shall be notified by the Union on a yearly basis, of all union personnel participating in the sick leave bank. The Executive Board shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the Executive Board in administering the bank and in determining eligibility and the amount of leave:
 - a. Adequate medical evidence of serious illness.
 - b. Prior utilization of all eligible sick leave.
- F. If the sick leave bank is exhausted during the year, it shall be renewed by the contribution of one (1) additional day of sick leave by each person covered by this Agreement. Such additional days will be deducted from annual days of sick leave.
- G. The decision of Union Executive Board with respect to eligibility and entitlement shall be subject to an appeal to Union Membership of Local 1404. In no event will employees or the Union be able to file a grievance or any complaint against the Town under this Article.

ARTICLE 16 - JURY PAY

The Employer agrees to make up the difference in an employee's wages between a normal week's wage and compensation received for jury duty. If an employee assigned to jury duty is released by the court by twelve noon (12:00 p.m.) (except that for the Cambridge Court time will be 11:30 a.m.), said employee shall return to work for the balance of the afternoon shift.

ARTICLE 17 - FUNERAL LEAVE

- Section 1** In the event of the death of the mother, father, spouse or child of any employee, he or she will be granted leave with pay in the amount four (4) working days from the date of death and such leave shall not be charged to sick leave.
- Section 2** Three (3) working days from date of death will be granted for grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, brother-in-law and sister-in-law, or a relative living in the employee's household; one (1) day with pay will be granted to employees to attend funeral of aunt, uncle, niece or nephew.
- Section 3** In the event of death and the need to attend the funeral of mother, father, child and spouse only, the employee may use one (1) personal leave day in conjunction with the existing funeral leave if this becomes necessary.

Section 4 Upon the death of a fellow employee, the Union officials in the bargaining unit affected shall be allowed to attend funeral.

ARTICLE 18 - PERSONAL LEAVE

Employees hired after July 1, 1994, will be eligible for one (1) personal leave day during the first year of employment, and two during the second and third years. After three (3) years of employment an employee shall be granted three (3) days, for which he or she shall be paid at his or her normal rate to conduct personal business which cannot reasonably be performed by others or by the employee during off-duty hours. Such personal leave is not accumulated beyond the then current fiscal year. Except in cases of emergency, requests for personal leave require a seventy-two (72) hour notice to the Department Head.

ARTICLE 19 - UNIFORMS AND PROTECTIVE CLOTHING

Section 1 Uniforms are to be furnished in the following manner: Four (4) sets per employee, plus one (1) summer jacket every other year and one (1) winter jacket or set of winter coveralls every alternate year, Employees doing motor vehicle repair work will receive six (6) sets per employee per year, plus one (1) summer jacket, one (1) winter jacket, and one (1) set of coveralls each year.

Additionally, each employee will be provided four (4) sweatshirts no later than November 1st each year to be used during the winter.

Uniforms are provided with the expectation that employees will arrive for work in the appropriate uniform, and that the uniform will be laundered and maintained so as to be presentable to the public.

All employees will be provided with uniforms on a purchase or rental (at the Town's option) basis, with the Town to pay for said service.

All employees shall be paid annually upon proof of purchase, the sum of three hundred fifty (\$350.00) dollars toward the purchase of work shoes. Said payment will be made within two (2) weeks after submission of the proof of purchase.

Section 2 The Employer agrees to provide all materials, equipment and tools required to perform the duties assigned to the employees covered by this Agreement. It is further agreed that foul weather clothing shall be furnished to employees whose normal work assignments expose them to the weather.

ARTICLE 20 - UNION REPRESENTATIVES

Section 1 A written list of Union stewards and other representatives, to total three (3)

representatives, shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer and the Department Heads of any changes no later than July 1st.

Section 2 After confirming with the affected worker's Department Head that it would not interfere with pressing work or assignments, one such representative shall be granted reasonable time off during working hours to investigate and settle grievances, post Union notices, or for other authorized activities as set forth in the Agreement.

Section 3 It is agreed that either two (2) duly elected Union delegates may use personal days to attend the AFSCME State Convention for one (1) day, or one (1) such delegate may attend for two (2) days. It is understood that an emergency condition may require the services of a delegate. In this case, a substitute may be named.

ARTICLE 21 - WAGE AND CLASSIFICATION PLAN

Section 1 It is agreed that the Town's wage and classification plan for employees covered by this Agreement shall become Appendix A of this Agreement, and that the Town's Longevity Plan for employees covered by this Agreement shall become Appendix B.

- FY26 – 3%
- FY27 – 2.5%
- FY28 – 2.5%

The Town is currently undergoing a comprehensive Classification & Compensation rewrite which, when complete, will be discussed with the Union and may lead to additional changes in the wages outlined herein. In any case where wages are shifted due to internal equity adjustments and/or market data realignments, those agreements shall be outlined and codified within a side-agreement duly negotiated by the Town and the Union and attached to this agreement as an addendum.

Section 2 Upon promotion to a new position, it is agreed that the employee shall be placed at a step providing a higher rate of pay than his/her previous position, however the Director of Public Works reserves the right to place the promoted employee at any step on the scale above the minimum step that provides a higher rate of pay than the previous position.

- MEO Laborer (Machine Equipment Operator)
 - Includes Mechanic, Mason, Finish Raker and Truck Driver
- MEO Laborer must have CDL & Hydraulics License
- Laborer
 - Step 1 has No Licenses
 - Step 9 Obtains CDL (within 6 months of their hire date)
 - When Laborer obtains both CDL and Hydraulics Licenses they automatically move to Step 1 MEO Laborer.

- Laborer Must obtain CDL within 6 months and Hydraulics License within 1 Year of their hire date.
- **FY26:** Each Unit Member who has at least one (1) year of service with the Town of Dracut as of 7/1/25, shall receive an additional step if not at top step. Beginning **FY27**, step raises shall be granted every year pending favorable performance evaluations (i.e. Having a rating above 'Needs Improvement.')

ARTICLE 22 - HEALTH AND WELFARE

- Section 1** Health insurance terms and conditions are subject to coalition bargaining pursuant to M.G.L. c. 32B, Sec. 19 and the negotiated agreement between the Town and the Public Employee committee. In the event that M.G.L. c. 32B, Sec 19 is revoked, the parties agree to revert to M.G.L c I 50E collective bargaining with respect to health insurance terms and conditions at the premium contribution then in effect.
- Section 2** Any change in premium that would be beneficial to employees in the bargaining unit that are instituted for any other employees of the Town of Dracut during the term of this Agreement shall afford the Union the opportunity to reopen this article upon ten (10) days written notice to the Town within ten (10) days of being notified of said change in premiums.
- Section 3** An employee who is no longer on the Town payroll as a result of having exhausted his or her sick leave shall still be considered a Town employee as far as health insurance benefits are concerned, with the Town paying its proportionate share of said employees' benefits, provided said employee pays his or her own share of same, until such time as his or her continued employment status has been resolved.

ARTICLE 23 - MISCELLANEOUS PROVISIONS

- Section 1** ***Bulletin Boards:*** Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards. All notices except Union meeting notices must first receive the approval and signature of the Department Head. Such approval shall not be unreasonably withheld.
- Section 2** Should any provision of this Agreement be found to be in violation of any Federal or State law, or Civil Service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect.

Section 3 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 under Local 1404 to enter the premises during regular scheduled work hours, noon hour included, for individual discussion of working conditions with employees.

Section 4 In the event an employee reports to his or her place of work at his or her regularly scheduled time and is sent home for lack of work, he or she would be entitled to pay for his or her shift. A laid-off employee shall not be considered an employee in the interpretation of this section.

Section 5 No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit; except for the temporary help used when the workload increases, unless said work is first refused by those qualified within the bargaining unit. Such temporary help shall only be used to supplement the workforce and not be a replacement of the workforce. Current employee balances for sick leave, vacation and personal. Are included in the employees' paystubs and check registers or may be accessed though the employees' online payroll accounts [Harpers.]

There is no restriction against shifting school plowing from the bargaining unit.

Section 6 One (1) employee charged with the care and control of the Cemetery properties and the Department's Highway Foreman shall be provided with a Town-owned cellular device which they may use for Town business consistent with Dracut's technology policy as outlined in the Employee Handbook. The phone shall remain the property of the Town of Dracut and must be turned over to the Town upon separation of employment or when the employee vacates the position for which the phone is provided.

ARTICLE 24 - WORKER'S COMPENSATION

- A. For job connected injury covered by Worker's Compensation, an employee shall be compensated in the manner as prescribed by the Massachusetts Workers' Compensation Law, M. G. L. c. 152. Employees on injury leave may utilize accrued vacation, personal or sick leave to supplement injury compensation.
- B. Employees are not entitled to accrue additional vacation leave or personal days during the period of time that the employee is out of work because of a job-related injury.
- C. An employee out of work because of a job-related injury does not lose whatever leave benefits he/she had already accrued at the time of the injury.

ARTICLE 25 - DISCIPLINE FOR JUST CAUSE

Section 1

Employees in the bargaining unit may be discharged, suspended, or demoted for just cause. "Just Cause" for disciplinary purposes applies to any Employee who is in breach of any Town policy, procedure, or financial practice. Other causes for disciplinary action are listed in the following subsections, by way of example but not to be a definitive list:

1. The employee has been convicted of a felony.
2. The employee has been guilty of any conduct unbecoming an employee of the Town while on duty.
3. The employee has violated any lawful official rule or regulation or order, or failed to obey proper direction made and given by a superior.
4. The employee has been under the influence of intoxicants (drugs or alcohol) while on duty.
5. The employee has been guilty of insubordination or of disgraceful conduct.
6. The employee is offensive in his or her conduct or language in public or toward the public, town officials, or employees.
7. The employee is incompetent or inefficient in the performance of the duties of his or her position.
8. The employee is careless or negligent with the property of the Town.
9. The employee has induced, or attempted to induce, an employee in the service of the Town to commit an unlawful act against the Town, or to act in violation of any lawful Departmental or official regulation or order of the Department.
10. The employee has taken, for his or her personal use from any person, any fee, gift, or other valuable thing in the course of work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that afforded to other persons.

Section 2 Demotions This form of penalty for disciplinary purposes may be made when the employee does not give satisfactory service in the position he or she holds. In cases of demotion, the Department Head must give the Town Manager a written notification citing the reasons for the demotion and must provide a copy of this notification to the employee. A demotion may be justified when the employee does not warrant dismissal from the service but gives evidence of ability to perform work in a lower classification.

Section 3 Suspensions are temporary separations for disciplinary purposes where the cause is not sufficiently grave for dismissal. In cases of suspension, the Department Head will give the Town Manager a written notification including the reasons for suspension and will also give a copy of this notification to the employee.

Section 4 Dismissals are discharges or separations made for misconduct, inefficiency, or other just cause.

ARTICLE 26 - RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Union and the Town agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement and its terms and conditions and the legislation which engendered it, will not authorize, instigate, sanction or condone any work stoppage or delay or any concerted refusal to perform normal work duties on the part of any employee or group of employees covered by this Agreement. Recognizing that the foregoing is the stated public policy of the Commonwealth, it is understood and specifically agreed that any employee who engages in such activity may be suspended or terminated at the option of the Town, and the suspension or termination may not be the subject of arbitration.

ARTICLE 27 - EDUCATIONAL REIMBURSEMENT

The Town agrees to pay for any recommended courses, books, and necessary materials which may from time to time be approved by the Department Head, Town Manager or their designee. Reimbursement for course materials and test fees shall be paid after the course is passed and a score equal to a 'C' or 73% is obtained. Proof of certification via course credit, transcript or grade report is required for reimbursement. Unit Members holding licenses not required for their jobs as outlined in their job descriptions, but for which the licenses directly relate to the essential functions of the position shall be entitled to an annual stipend equal to \$500 per license with a total maximum of \$1,000 annually, or two licenses per year, per employee.

ARTICLE 28 - NO STRIKE CLAUSE

There shall be no strikes, work stoppages or interruptions or impeding of work. No officer or representative of the Association shall authorize, instigate, aid or condone any such activities. No such employee shall participate in any such activities.

ARTICLE 29 - SAFETY COMMITTEE

The Safety Committee will act as an advisory committee. It will identify safety related problems and recommended policies and procedures to enhance the safety at the DPW. The committee shall be composed of the Town Manager or his designee, who will act as the chairperson, two (2) representatives appointed by the Town Manager and two (2) representatives from the DPW. The Chairperson shall be responsible for the function of the committee including the scheduling of periodic meetings.

ARTICLE 30 – LICENSES

The Town agrees to pay the cost for hydraulic license renewals for employees required to have such a license. The Town agrees to pay the difference between the cost for renewing a regular driver's license and for renewing an employee's CDL license with required endorsements.

ARTICLE 31 – DOT PHYSICALS

The Town shall pay the cost of Department of Transportation mandated physical examinations to the extent that such cost is not covered by the employee's own health insurance. The employee has the obligation to seek coverage first under his or her own health insurance, and to pay any copayment associated therewith, before using a town designated physician for the examination.

ARTICLE 32 – GPS DEVICES

The town shall have the right to install GPS devices (or other similar technological devices) for tracking, monitoring and employing Town vehicles and equipment issued by the Department of Public Works.

ARTICLE 33 – DIRECT DEPOSIT

The Town shall have the right to implement direct deposit of employee salary and compensation.

ARTICLE 34 – PERFORMANCE EVALUATION SYSTEM

The Town shall have the right to implement a written performance evaluation system for all employees.

ARTICLE 35 – DRUG/ALCOHOL TESTING

Attached hereto as Appendix C and made a part hereof is the Drug/ Alcohol Testing Policy for the Department.

ARTICLE 37 - EFFECTIVE DATE - TERMINATION DATE

This Agreement shall be in full force and effect from July 1, 2025 through June 30, 2028, and shall continue from year to year thereafter unless either party submits a written notice to the other party indicating a desire to cancel or negotiate changes or additional provisions. While negotiations are proceeding, this Agreement shall remain in effect until changes or revisions have been agreed upon.


TOWN OF DRACUT

By: Kate Hodges, Town Manager



AMERICAN FEDERATION OF STATE COUNTY
AND MUNICIPAL EMPLOYEES AFL-CIO, STATE
COUNCIL #93, LOCAL 1404

By: 



Daniel Short
Moral & Family
Chlorine AS

AFSCME Council 93 Local 1404 Dracut DPW Wage Classification - Appendix A												
FY2025 Rate Schedule	Step 1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step 10	Step 11	Step 12
Highway Foreman	34.85	35.37	35.9	36.44	36.99	37.55	38.1	38.67	39.25	39.84	40.44	41.05
General Foreman	31.96	32.44	32.92	33.43	33.92	34.43	34.95	35.47	36.01	36.54	37.09	37.64
Mechanic-MEO Laborer	28.76	29.2	29.63	30.07	30.53	30.99	31.45	31.92	32.4	32.89	33.38	33.87
MEO Laborer	26.76	27.15	27.57	27.97	28.4	28.83	29.25	29.7	30.14	30.6	31.06	31.51
Laborer	19.71	20.3	20.9	21.54	22.18	22.85	23.54	24.24	24.97	25.71	26.49	27.29
FY2026 Rate Schedule	Step 1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step 10	Step 11	Step 12
Highway Foreman	35.9	36.43	36.98	37.53	38.1	38.68	39.24	39.83	40.43	41.04	41.65	42.28
General Foreman	32.92	33.41	33.91	34.43	34.94	35.46	36	36.53	37.09	37.64	38.2	38.77
Mechanic-MEO Laborer	29.62	30.08	30.52	30.97	31.45	31.92	32.39	32.88	33.37	33.88	34.38	34.89
MEO Laborer	27.56	27.96	28.4	28.81	29.25	29.69	30.13	30.59	31.04	31.52	31.99	32.46
Laborer	20.3	20.91	21.53	22.19	22.85	23.54	24.25	24.97	25.72	26.48	27.28	28.11
FY2027 Rate Schedule	Step 1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step 10	Step 11	Step 12
Highway Foreman	36.8	37.34	37.9	38.47	39.05	39.65	40.22	40.83	41.44	42.07	42.69	43.34
General Foreman	33.74	34.25	34.76	35.29	35.81	36.35	36.9	37.44	38.02	38.58	39.16	39.74
Mechanic-MEO Laborer	30.36	30.83	31.28	31.74	32.24	32.72	33.2	33.7	34.2	34.73	35.24	35.76
MEO Laborer	28.25	28.66	29.11	29.53	29.98	30.43	30.88	31.35	31.82	32.31	32.79	33.27
Laborer	20.81	21.43	22.07	22.74	23.42	24.13	24.86	25.59	26.36	27.14	27.96	28.81
FY2028 Rate Schedule	Step 1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step 10	Step 11	Step 12
Highway Foreman	37.72	38.27	38.85	39.43	40.03	40.64	41.23	41.85	42.48	43.12	43.76	44.42
General Foreman	34.58	35.11	35.63	36.17	36.71	37.26	37.82	38.38	38.97	39.54	40.14	40.73
Mechanic-MEO Laborer	31.12	31.6	32.06	32.53	33.05	33.54	34.03	34.54	35.06	35.6	36.12	36.65
MEO Laborer	28.96	29.38	29.84	30.27	30.73	31.19	31.65	32.13	32.62	33.12	33.61	34.1
Laborer	21.33	21.97	22.62	23.31	24.01	24.73	25.48	26.23	27.02	27.82	28.66	29.53

APPENDIX B - LONGEVITY PLAN

Effective August 19, 2025:

10 Years	\$900.00
15 Years	\$1000.00
20 Years	\$1,100.00
25 Years	\$1,150.00

The payment of longevity will be made within the first paycheck after January 1st of each calendar year

APPENDIX C – DRUG/ALCOHOL TESTING POLICY

COMMERCIAL DRIVERS LICENSE Drug/Alcohol Testing Policy

SECTION 1 - PURPOSE

The Town of Dracut is committed to ensuring the safety of both the public and its employees. Toward that end, Town employees are required to report to work fit for duty and to refrain from activities, which would impair their ability to perform their duties safely.

Pursuant to the provisions of the *Omnibus Employee Testing Act of 1991*, the Department Transportation (DOT) has promulgated regulations requiring drug testing for five (5) controlled substances (marijuana, cocaine, opiates, amphetamines, and phencyclidine), as well as breath testing for alcohol.

SECTION 2 - APPLICABILITY

All employees covered by the terms and conditions of this Collective Bargaining Agreement are subject to the below procedures regarding Drug and Alcohol Testing.

SECTION 3 - PROHIBITED CONDUCT

1. Reporting for duty or remaining on duty with a breath alcohol content of 0.02 percent or higher.
2. Use of alcohol on the job.
3. Use of alcohol prior to testing or during the eight (8) hours following an accident.
4. Possession of any medication or food containing alcohol while driving a vehicle.
5. Refusal to submit to a required alcohol or controlled substance test, or tampering with samples offered at such a test.
6. Use of controlled substances on duty 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.

SECTION 4 - PROCEDURES FOR ALCOHOL AND DRUG TESTING

Types of tests. The following tests are required:

1. Pre-Placement Testing for Controlled Substances
 - All applicants for employment in covered 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 drugs will not be offered employment with the Town of Dracut.

2. Post-Accident

- All covered employees shall be tested after accidents involving safety-sensitive vehicles on a public road (those requiring a Commercial Drivers License) where there has been a citation for a moving traffic violation or there is a fatality, even if the driver is not cited for a moving traffic violation. Test for alcohol use shall be conducted within two (2) hours, but in no case, more than eight (8) hours after the accident, while tests for controlled substances shall be conducted within thirty-two (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 him/herself available for testing. Generally, the employee will be accompanied to/from the testing site by a Town of Dracut employee/supervisor.

3. Random

- Employees shall be tested annually 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 controlled substances. Random drug tests conducted by the Town must equal at least 50% of all covered employees.

4. Reasonable Suspicion

- The Town, acting through its management officials (i.e., non-bargaining unit members) who have received training in reasonable suspicion testing, may require an employee who is reasonably suspected of using or being under the influence of drugs, alcohol, or medications while on duty, or of tampering with a drug screen test, to undergo testing for alcohol and/or drug use. A written record shall be prepared and maintained of the facts and circumstance giving rise to the management official's determination of reasonable suspicion. The Town acknowledges that an uncorroborated, anonymous tip does not give rise to reasonable suspicion.

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 performing safety-sensitive duties. During the interim period, an employee will be allowed to perform non-safety sensitive work during the period of testing. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve

(12) months after an employee returns to duty. The Town of Dracut agrees to bear the expense of the six (6) follow-up tests.

Alcohol Test The employee shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Drug Test The employee shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substance use.

SECTION 5 CONDUCTING TESTS

1. Alcohol

- Federal regulations require breath testing using evidential breath testing (EBT) devices. Two breath tests are required to determine if a person has prohibited alcohol concentration. A screening test will be conducted first. Any result less than 0.02 alcohol concentration is considered a “negative” test. If the alcohol concentration is 0.02 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.

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.
- Federal regulations require a “split specimen” procedure. Each urine specimen is subdivided into two bottles labeled a “primary” and a “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 (seventy-two) hours to request that the split specimen be sent over to another DHHS certified laboratory for analysis. The Town agrees to pay all costs of this procedure.
- Testing is conducted using a two-stage process. First, a screening is performed. If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- All drug tests will be reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the Town. 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.

SECTION 6 REFUSAL TO PARTICIPATE/TAMPERING

- Any refusal to participate in any of the types of alcohol and/or drug tests required under the DOT regulations will be treated as indicative of a positive result.
- If there is any evidence that an employee engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

SECTION 7 CONSEQUENCES FOR A POSITIVE TEST (ALCOHOL & DRUG)

1. Drivers who have any alcohol concentration (defined as 0.02 or greater) when tested just before or during performing safety-sensitive functions requiring a Commercial Drivers License must be removed from performing such duties for 24 hours, and will be sent home without pay or assigned suitable non-safety sensitive work if available.
2. Drivers who engage in prohibited alcohol or drug conduct (that is, who test positive for alcohol -0.04 or greater- or drug use) must be immediately removed from safety-sensitive functions, must be evaluated by a substance abuse professional and must undergo a treatment program as defined by a substance abuse professional.
3. Drivers who wish to continue employment with the Town of Dracut must be evaluated by a substance abuse professional and comply with any treatment recommendations to assist them with an alcohol or drug problem. Employees will be placed on leave under the Family Medical Leave Act (FMLA), insofar as FMLA benefits are available to the employee, to attend such recommended treatment programs.
4. Drivers who have been evaluated by a substance abuse professional, who comply with any recommended treatment, who have taken a return to duty test with a result less than 0.02 alcohol concentration and/or a urine drug test which is negative who are then subject to unannounced follow-up tests, may return to work.
5. Drivers who have returned to their normal work schedule under these conditions and who subsequently test positive for alcohol or drugs in accordance with this policy shall be subject to additional discipline up to and including termination under the Town's progressive disciplinary procedures.
6. The progressive sanctions to be applied for violations of this policy shall be as follows:

- **ALCOHOL**

First Offense: Three (3) day suspension without Pay. Mandatory substance abuse evaluation to be facilitated by the Employee Assistance Program (EAP).

Second Offense: Ten (10) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the EAP.

Third Offense: Thirty (30) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the EAP.

Fourth Offense: Termination

- **CONTROLLED SUBSTANCES**

First Offense: Ten (10) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the EAP.

Second Offense: Thirty (30) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the EAP.

Third Offense: Termination.

Nothing contained herein limits the authority of the Town to take progressive disciplinary action, up to and including termination, against an employee for the commission of acts of misconduct outside the specific scope of the prohibited conduct set forth in Section 3 (by way of example only, and not as a limitation, driving while under the influence, neglect of duty, insubordination, unlawful possession of controlled substances, etc.).

7. Any employee subject to testing shall be compensated for all time spent administering all alcohol and/or controlled substance testing.
8. Discipline resulting from a violation of the alcohol and controlled substances testing shall be progressive as set forth in Section 7, paragraph number 6 above and shall be subject to the Grievance and Arbitration procedures of the Collective Bargaining Agreement.

SECTION 8 RECORD KEEPING

1. The Public Works Director 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 shall remain in a medical file separate from the employee's personnel file. Such information may only be released to the Director of Public Works, Town Manager, Town legal counsel, 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 written consent.

SECTION 9 COMPLIANCE WITH LAW

This Policy shall be subject to changes in Federal and State law and Department of Transportation regulations that may be enacted or adopted in the future concerning the subject matter of drug and alcohol testing for CDL licensed employees. The Town agrees to negotiate with the Union the impact of any such changes on the employees' wages, hours, terms and conditions of employment.