

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF WOBURN**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)  
LOCAL 888, CITY HALL UNION**

**July 1, 2008 through June 30, 2011**

**Collective Bargaining Agreement  
SEIU LOCAL 888, City Hall Union**

**PREAMBLE**

**This agreement, entered into by and between the City of Woburn Massachusetts, hereinafter referred to as the City and SEIU Local 888, City Hall Union, hereinafter referred to as the Union, is designed to maintain and promote a harmonious relationship with dignity and respect between the City and such of its employees who are covered by the provisions of this agreement.**

Collective Bargaining Agreement  
SEIU Local 888, City Hall Union

TABLE OF CONTENTS

ARTICLE I	Recognition and Bargaining Unit	1
ARTICLE II	Principles of Agreement	2
ARTICLE III	Management Rights	2
ARTICLE IV	Employee Rights and Representation	4
ARTICLE V	Grievance and Arbitration	5
ARTICLE VI	Hours of Work	7
ARTICLE VII	Salaries and Overtime Compensation	9
ARTICLE VIII	Vacations	10
ARTICLE IX	Holidays	11
ARTICLE X	Sick Leave	12
ARTICLE XI	Bereavement Leave	14
ARTICLE XII	Personal Leave	15
ARTICLE XIII	Maternity Leave	15
ARTICLE XIV	Leave of Absence	15
ARTICLE XV	Longevity	16
ARTICLE XVI	Position Re-Grades	16
ARTICLE XVII	Education Incentive	17
ARTICLE XVIII	Drug and Alcohol Screening Procedures	17
ARTICLE XIX	Miscellaneous	17
ARTICLE XX	Union Dues and Service Fee	20
ARTICLE XXI	Stability of Agreement	21
ARTICLE XXII	Savings – Separability	21
ARTICLE XXIII	Duration	22
APPENDIX A	Salary Schedule	23

ARTICLE I

RECOGNITION AND BARGAINING UNIT

- A. The City hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for all the following employees of the City:

Assistant Department Heads  
Secretaries  
Head Clerks  
Principal Clerks  
Senior Clerks  
Junior Clerks  
Telephone Operator  
Computer Operator  
Inspectors  
Board of Health Nurse  
Administrative Assistants  
Custodians and Houseworkers at City Hall, the Police Station and the Library  
Clerk of Committees  
Board of Health Inspector  
Code Enforcement Inspector  
Cemetery Superintendent  
Junior Engineering Aide  
Senior Engineering Aide  
Assistant Civil Engineer  
Dog Officer  
Fire Civilian Dispatcher  
Police Civilian Dispatcher  
Technical Assistant  
Planner  
DPW Project Manager

- B. The employer shall notify the Union immediately of all proposed ordinance changes concerning new positions, changes, new additions or deletions, and the Union shall have the right to negotiate with the City concerning the placement of the new or changed positions in the bargaining unit.

**ARTICLE II**

PRINCIPLES OF AGREEMENT

- A. This agreement entered into by the City of Woburn (hereinafter referred to as the “employer”, or the “City”) and SEIU Local 888, City Hall Union, (hereinafter referred to as the “Union”) has as its purpose the establishment of rates of pay, hours of work and certain conditions of employment.
- B. The City and the Union agree that the prime purpose of the City, the Administration, and all of the bargaining unit employees, in regard to the City of Woburn, is to provide services of the highest possible quality for the residents of the City and any other members of the general public who are present in Woburn. Every action taken and decision made by the City, the Administration, and employees in this bargaining unit shall adhere to this overriding principle. The parties recognize that this goal must be and can be accomplished within the limited financial resources available to the City.
- C. Under the law of Massachusetts, the City has the final responsibility for establishing the policies for the running of the business of the City. The Department Heads have the responsibility for carrying out the policies so established. The employees have the responsibility for adhering to these policies, providing work and services of the highest possible quality, and this includes all of the services necessary to the operation of all of the departments of the City of Woburn.
- D. It is agreed that all of the employees will cooperate with their supervisors and management staff to secure the fullest possible efficiency of the work force and will promptly report any deficiencies thereof and make every effort to correct them.

**ARTICLE III**

MANAGEMENT RIGHTS

**SECTION 1**

The City is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this agreement shall be construed to derogate from or impair any power, right or duty conferred upon the City by law or any rule or regulation of any agency of the Commonwealth. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the City has and will continue to retain, whether exercised or not, all of the rights, powers and authority hereby reserved to it. The right to manage the business and affairs of the City, and to direct the working forces, pursuant to the provisions of this article, shall not be the subject of a grievance or arbitration proceeding hereunder or any other enforcement process.

## SECTION 2

The listing of the following specific rights of management in this article is not intended to be a waiver or limitation of any of the rights of the City not listed herein. Inherent management rights shall remain exclusively with the City, except as they may be shared with the Union by a specific provision or provisions of this agreement. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

## SECTION 3

AMONG THOSE MANAGEMENT RIGHTS ARE THE FOLLOWING:

- A. The right to hire, promote, train, transfer, reprimand, suspend, discharge, or otherwise discipline employees; to promote, demote, transfer, lay off, recall to work, retire employees; to relieve employees from duty because lack of work, insufficient funds or other legitimate reasons.
- B. Subject to bargaining requirements of the law, to determine: the methods, means and personnel for all operations, the scheduling of operations and the extent to which its own or other facilities and/or personnel shall be used; to abolish, contract or sub-contract out any service; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to regulate the use of facilities, equipment, and other property of the City; to introduce new or improved services, equipment and materials; to require overtime; to take whatever action is necessary to carry out its work in emergency situations. During emergencies all employees are required to be available for overtime work.
- C. To select and determine the number of employees and categories of positions to be established; to determine their qualifications; to evaluate employees; to determine the standards of productivity and performance for their work and the services to be rendered; to determine their duties and assignments; to direct their work; to determine the content of job classifications and job descriptions; to promulgate reasonable rules and regulations; to issue, amend and revise policies, rules, regulations, and practices; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the City and to direct the City employees; after consultation, to establish or change any service; to determine and maintain order and efficiency of operations; after consultation, to determine the starting and quitting time of all employees and the number of hours and shifts to be worked; to maintain order and efficiency in the work place and to fix standards for quality and quantity of work to be done.

**ARTICLE IV**

**EMPLOYEE RIGHTS AND REPRESENTATION**

**SECTION 1**

Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join, assist, participate in the management of the Union and act for the Union, including the right to present Union views and positions to the public, to officials of the City and the department and to any other appropriate authority or official. The City agrees it will not take disciplinary action against any employee except for just cause.

**SECTION 2**

The members of the Union bargaining committee, consisting of officers, not to exceed four, who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the City, its agents or representatives and SEIU Local 888, for the purpose of negotiating the terms of the contract or any supplement thereto.

**SECTION 3**

A Union officer or steward, not to exceed one shall be granted reasonable time off during working hours, without loss of pay or benefits, to investigate, process and settle complaints or grievances, provided that the Union officer or steward shall first request permission from his/her supervisor, said permission shall not be unreasonably withheld, such time off shall not exceed one and one half hours per day.

**SECTION 4**

The Union shall keep the City informed as to the names of its stewards, officers and bargaining committee.

**SECTION 5**

The City of Woburn agrees that all rights and privileges previously enjoyed by the employees will remain in effect unless specifically abridged or modified by this contract.

**SECTION 6**

In any disciplinary interview or meeting an employee shall have the right to be accompanied by and assisted by a Union steward or representative, upon request. If no such steward is immediately available, a reasonable request for postponement shall be granted, if requested. Nothing in this section shall preclude an employee being interviewed or required to file a statement prior to the filing of any charges.

**ARTICLE V**

**GRIEVANCE AND ARBITRATION**

**GRIEVANCE PROCEDURE**

**DEFINITION OF A GRIEVANCE:** Grievance shall be defined as an allegation by an employee that the employer has violated an express and written provision of this agreement

**PROCEDURE FOR SUBMITTING GRIEVANCES**

All grievances shall be submitted, and processed by the Union, as specified herein. The failure by the employee or the Union to comply with these provisions shall cause the grievance to be waived.

All grievances shall be submitted in writing. They shall state: the facts giving rise to the grievance; the specific provision(s) of the agreement alleged to have been violated; the names of the aggrieved employee(s); the names of witnesses, if any; and the remedy sought. All grievances shall be signed and dated by the aggrieved employee(s) and a steward.

**TIME LIMITATIONS**

The time limitations set forth in this article are of the essence of this agreement. No grievance shall be accepted by the employer unless it is submitted or appealed within the time limits set forth in this article or the arbitration article of this agreement. If the grievance is not timely submitted (and at step,) it shall be deemed waived. If the grievance is not timely appealed from one step to another, or to arbitration, it shall be deemed settled in accordance with the previous answer or waived. If a grievance is once waived or settled at any of the steps in this procedure, it shall be considered closed and it shall not thereafter be subject to the grievance procedure or to arbitration. The employer may assert the issue of a failure to adhere to time limits, or any other procedural violation, at any step or stage of the grievance and arbitration procedure.

If the employer fails to answer within the time limits set forth in this article, the grievance shall automatically proceed to the next step as of the last day the response was due.

**STEP 1**

Not later than ten (10) workdays after the event giving rise to the grievance, or within ten (10) workdays of when the employee should have known of the circumstances, the written grievance must be submitted to the employee's supervisor (copy to the Department Head). The supervisor shall attempt to adjust the matter and shall respond to the Union representative within five (5) working days, in writing. The supervisor may extend this time period for the purpose of further investigation of the grievance provided he gives the Union a written notice within the initial five-day adjustment period.



## 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 may request to meet with the grievant(s) and/or the Union business agent to discuss the grievance. If a meeting is requested, it should be held as soon as possible, but no later than five (5) work days after the submission of the grievance. The Department Head shall provide a response, giving a factual reason for refusal, within ten (10) working days after such a meeting, or within ten (10) working days after the receipt of a grievance if no meeting is requested.

## STEP 3

If the grievance still remains unadjusted, it shall be presented to the Mayor in writing within five (5) working days after the response of the Department Head is due. Within ten (10) working days thereafter, the Mayor or his designee shall meet with the employee and the Union's authorized representative in an effort to settle the grievance. The Mayor shall respond to the Union representative in writing within ten (10) working days of said meeting.

At any step, the employer may extend the time period for a response if further investigation is necessary. If the employer invokes this right, the Union shall be notified and an extension of fifteen (15) working days will be provided by the employer for the response.

If the Union and the grievant(s) fail to schedule or appear at a conference, (except in the case of an emergency), the grievance shall be deemed settled and/or waived.

**NOTE:** The employer proposes a grievance process for violations of the agreement by an employee and/or the Union, details to be submitted later.

## ARBITRATION

### APPEAL PROCEDURE

Any grievance, as defined in the grievance article of this agreement, that has been properly and timely processed through the grievance procedure set forth in that article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union or the employer. The failure to appeal a grievance to arbitration in accordance with this section within thirty (30) calendar days after receipt of the written answer at step 3 or within thirty (30) calendar days after its receipt was due, shall constitute a waiver of either party's right to appeal to arbitration.

If arbitration is requested, it shall be referred to the Board of Conciliation and Arbitration of the Commonwealth of Massachusetts for the purposes of conducting the arbitration proceedings in accordance with its then current rules. The parties agree to be bound by the rules and procedures of the Board of Conciliation and Arbitration for submission of a matter to it and in the selection of an arbitrator.

No employee shall have the right to require arbitration, that right being reserved to the employer and the Union.

## ARBITRATOR'S JURISDICTION

1. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this agreement. The function of the arbitrator is to determine whether or not there has been a violation of a specific provision of this agreement not excluded from arbitration. The arbitrator may only rule on the issue(s) that are stated in the grievance documents and also only the issue(s) which are agreed upon by the parties as being appropriate for submission to arbitration.
2. The decision of the arbitrator, if within the scope of this jurisdiction shall be final and binding upon the parties hereto except for review or confirmation as is provided for by G.L.C 150C, and other applicable laws and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument and the submission of briefs. The arbitrator shall derive his/her powers solely from the terms of this agreement; the arbitrator shall have no power to add to, delete from, waive, alter or otherwise interpret the provisions of this agreement other than strictly according to its terms.
3. Compensation for the services of the arbitrator will be borne equally by the employer and the Union, but each party shall bear its own expenses for the presentation of its own case.

## ARTICLE VI

### HOURS OF WORK

The regular workday for full-time employees at City Hall covered by this agreement shall be as follows:

Monday through Wednesday	9:00 a.m. until 4:30 p.m.
Thursday	9:00 a.m. until 7:00 p.m.
Fridays	9:00 a.m. until 1:00 p.m. (with no lunch period)

Full-time employees covered by this contract will receive an unpaid one hour lunch period for every full day worked.

If a holiday falls on a Friday, the Thursday work day for City Hall employees will end at 4:30 p.m., not 7:00 p.m. This also includes the one-half day holiday on Good Friday. Announcements will be made in the local newspapers regarding the earlier closing.

If an employee takes a vacation day or a sick day on a Thursday, it will be treated as one full day. However, it should be noted that an inordinate amount of sick leave use on Thursdays or vacation requests for Thursdays will be considered in violation of employment expectations and standards and may result in discipline. If an employee takes a vacation day or a sick day on a Friday, it will be treated as one full day.

The following employees will have the schedule of hours indicated.

- A. **CUSTODIANS:** 7:30 A.M. to 4:30 P.M. Monday through Friday with an hour for lunch with the exception of the City Hall Custodian who will work 7:30 a.m. to 4:30 p.m., Monday through Wednesday, 7:30 a.m. to 7:00 p.m. Thursday, and 7:30 a.m. until 1:00 p.m. Friday.
- B. **DOG OFFICER:** 8:00 A.M. to 4:00 P.M. Monday through Friday with an hour for lunch.
- C. **POLICE DISPATCHERS:** 8:00 A.M. to 4:00 P.M. first shift, 4:00 P.M. to 12:00 Midnight second shift, and 12:00 Midnight to 8:00 A.M. third shift, Monday through Friday.
- D. **FIRE DISPATCHERS:** The regular work week for fire dispatchers of the Woburn Fire Department shall be an average forty-two hours per week, to be comprised of two 14 hour night shifts and two 10 hour day shifts in an eight week cycle with the starting day moving ahead 24 hours each week. The day shift shall start at 8:00 A.M. and the night shift shall start at 6:00 P.M. The two day shifts shall be followed immediately by the two night shifts.
- E. **INSPECTION SERVICES LOCAL INSPECTORS** will have a standard workweek of thirty-seven and one-half (37.5) hours per week, Monday through Wednesday, 8:00 a.m. until 4:30 p.m., Thursday 8:00 a.m. until 7:00 p.m. and Friday 7:00 a.m. until 12:00 noon.
- F. **BOARD OF HEALTH CODE ENFORCEMENT OFFICER AND INSPECTOR** will have a standard workweek of thirty-seven and one-half (37.5) hours per week, Monday through Wednesday, 8:00 a.m. until 4:30 p.m., Thursday 8:00 a.m. until 7:00 p.m. and Friday 8:00 a.m. until 1:00 p.m.
- G. **BOARD OF HEALTH NURSE** will have a standard workweek of thirty-seven and one-half (37.5) hours per week, Monday through Friday from 8:00 a.m. until 4:30 p.m.
- H. **SENIOR ENGINEERING AIDE** will have a standard workweek of thirty-seven and one-half (37.5) hours per week, Monday through Friday from 8:00 a.m. until 4:30 p.m.
- I. **PLANNING DEPARTMENT PLANNER** will follow the standard hours for the City Hall employees of thirty-two and one-half (32.5) hours per week, but will attend, assist and take minutes at fourteen meetings of the Planning Board during each calendar year or prorated part of the year dependent on the start and end date of the said employee, resulting in the employee working an average of thirty-four hours per week.
- J. **Department of Public Works Project Manager** will have a standard workweek of thirty-two and one-half (32.5) hours, Monday through Friday from 9:00 a.m. until 4:30 p.m.
- K. **CLERICAL AND ADMINISTRATIVE STAFF OF POLICE DEPARTMENT:**
  - Head Clerk and Secretary
    - Monday through Thursday 8:30 a.m. until 4:30 p.m.
    - Friday 8:30 a.m. until 1:00 p.m.
  - Administrative Assistant, Technical Assistant and Principal Clerk
    - Monday through Thursday 9:00 a.m. until 5:00 p.m.
    - Friday 8:30 a.m. until 1:00 p.m.
- L. **CLERICAL AND ADMINISTRATIVE STAFF OF PUBLIC WORKS DEPARTMENT AND SECRETARY OF CEMETERY COMMISSION:**
  - Monday through Thursday 8:30 a.m. until 4:30 p.m.
  - Friday 8:30 a.m. until 1:00 p.m.

All offices shall be open during normal business hours unless approved by the Mayor.

If a member of this bargaining unit attends meetings or conferences on a Saturday, which are work related and approved in writing by the Department Head, the member shall be entitled to straight compensatory time for the hours attended.

Upon request, the parties agree to discuss the hours of the work-day that are set forth in this article. The parties agree in principle that the public may be better served if some of the work hours are modified. Any modifications will be based upon that principle. Both sides must agree to any changes.

## ARTICLE VII

### SALARIES AND OVERTIME COMPENSATION

#### SECTION 1

The base rate of pay for all full time employees within this bargaining unit shall be increased as follows for current employees:

1. Effective 7/1/08 an increase of 3.0% across the board
2. Effective 7/1/09 an additional increase of 2.5%
3. Effective 7/1/10 an additional increase of 2.0%

#### SECTION 2

The employees in this bargaining unit shall be paid in accordance with the salary schedule in appendix A.

#### SECTION 3

All work performed in excess of the regular work-day and/or the regular work week shall be compensated at time and one-half the employees working hours or compensatory time off at the employee's option. Overtime shall be distributed within a department on a rotating basis, first to department members of the bargaining unit, before it can be offered to any other employee.

#### SECTION 4

Employees called back to work at the end of the regular work-day after having left their place of employment, shall be allowed time and one half pay, or compensatory time off at the employee's option, equal to a minimum, of one half day's pay and shall receive pay or compensatory time for all hours beyond said minimum.

#### SECTION 5

The City of Woburn shall provide two complete sets of uniforms for both fire and police civilian dispatchers as well as the public health nurse and will establish a \$150.00 per year cleaning allowance for said uniforms.

**SECTION 6**

Civilian police dispatchers shall be paid a night differential, equal to the differential paid to police officers, while assigned to a group, when a night shift is activated for dispatchers.

**SECTION 7**

Accreditation Stipend – After the New England Police Benevolent Association, Police Patrol Officers, receive accreditation certification from the Commonwealth of Massachusetts those members of SEIU Local 888, City Hall Union, namely the Animal Control Officer and Police Clerical will receive an annual stipend of \$500.00 which will be paid in equal installments for participating in job evaluations to attain accreditation status at the Woburn Police Department. If certification is achieved during a year the members will receive a percentage share of the stipend. Similarly, if the accreditation is lost, the stipend or that percentage is lost.

**SECTION 8**

In the event an employee works in a higher job classification for a period of two consecutive weeks, ten working days, excluding vacations, the employee shall then be entitled to the pay of the higher job classification until the condition ceases.

**SECTION 9**

The Planner position in the Planning Department will receive no additional compensation for the required fourteen meetings of the Planning Board for which the Planner will attend, assist and take minutes, nor will the Planner receive compensatory time off for attendance at the required fourteen meetings. If the Planner works additional hours beyond the thirty-two and one-half hours per week plus the required fourteen meetings, the employee will receive overtime payments in accordance with ARTICLE VII, SECTION 3 and SECTION 4.

**ARTICLE VIII**

**VACATIONS**

**SECTION 1**

Vacation leave shall accrue to all full-time employees covered by this agreement as follows:

Beginning 6 months through 2 years of full-time consecutive service	2 weeks
Beginning of 3 years through 8 years of full-time consecutive service	3 weeks
Beginning of 9 years through 14 years of full-time consecutive service	4 weeks
Beginning of 15 years or more of full-time consecutive service	5 weeks.

**SECTION 2**

Members may take vacation leave at any time from January to December of each calendar year. Employees shall notify and clear vacation plans with their supervisor fifteen days prior to the desired vacation period. Should more than one employee request the same vacation period, and the supervisor determines it would cause a hardship within the department, seniority shall prevail.

**SECTION 3**

Upon retirement or resignation or death of an employee, that portion of unused vacation leave will be paid to the beneficiary (or estate) as the circumstances indicate. This will be based on a five-day work week.

**SECTION 4**

Department Heads are responsible for identifying all pay for vacation leave on the payroll in which such vacation occurs. Department Heads are encouraged to establish vacation schedules early in the calendar year.

**SECTION 5**

If a designated holiday falls on (or is legally observed on) a day when an employee is on vacation leave, another day during the employee's regular tour of duty shall be granted in lieu thereof; or act in relation thereto.

**SECTION 6**

When an employee fails to utilize his/her vacation entitlement in a calendar year, all remaining vacation time shall be converted to sick leave and credited to an employee's accumulated sick leave.

**ARTICLE IX**

**HOLIDAYS**

**SECTION 1**

All employees covered by this agreement shall be paid one day at regular straight time pay, in accordance with the present practice, for all designated holidays listed below which fall on or are observed on regularly scheduled work days. Holidays falling on Sunday shall be observed on the following Monday and holidays falling on Saturday shall be observed on the previous Friday.

January 1<sup>st</sup>  
Martin Luther King Day  
Washington's Birthday  
Patriot's Day  
Dismissal at noon on Good Friday  
Memorial Day  
July Fourth

Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day Following Thanksgiving Day  
Christmas Eve Day  
Christmas Day

## SECTION 2

Any employee on leave of absence will not be eligible for holiday pay falling within the period covered by leave of absence.

## SECTION 3

Any employee, covered by this agreement, who works on any holiday shall be paid at the holiday rate of two times the regular rate of pay.

## ARTICLE X

### SICK LEAVE

#### SECTION 1

Every full time employee hired after the signing of this agreement who is covered by this agreement will not be entitled to paid sick leave during the first six months of full time employment. These employees will accrue ¼ sick day per full work week for the first month of employment; between the second and sixth month of full time employment these employees will accrue 1 ¼ sick days per month. Accrued sick days not to exceed a total of 7 ½ will then be available to the employee as paid sick leave. Employees covered by this provision will have fifteen days sick leave per year available to them after this six month period. Employees currently entitled to fifteen days sick leave per year will maintain this benefit.

#### SECTION 2

An employee who intends to use sick leave shall notify respective department supervisors of his/her intention and of the illness or injury. If requested by the Department Head, an employee who returns to work after five consecutive scheduled working days must present the Department Head with a doctor's certificate, stating, in the doctor's opinion, the employee is able to return to work.

#### SECTION 3

Employees shall be entitled to accumulate unused sick days without limitation during their active employment. Upon retirement, resignation, lay-off, death or other non-disciplinary termination, an employee or his/her estate or beneficiary will be entitled to the following unused sick leave benefits. A maximum of ninety (90) days, (seventy-five (75) from accumulated sick days, fifteen (15) from the current sick days) or less of the sick leave, shall be payable at the daily rate of pay then in effect at the time of retirement, resignation, lay-off, death or other non-disciplinary termination.

Employees who have more than seventy-five sick leave days accumulated as of December 31, 1997 may buyback an additional ten days of these accumulated sick leave days per year at 65% of their current rate of pay. A request for the buyback of the additional accumulated sick leave at 65% of the current rate must be made at the same time as the request for buyback of current sick days, by January 15. It is important to note that this option is only for those employees with more than seventy-five sick days accumulated as of December 31, 1997, and once the accumulated sick leave days in excess of seventy-five as of December 31, 1997 have been bought back, this option will no longer be available to employees.

Buyback of sick leave shall be payable as follows:

- A. Buybacks shall be computed on the basis of a five-day workweek.
- B. No other benefits for unused sick leave are available to any employee except as provided in this agreement. If any employee buys back unused sick leave and subsequently is re-employed by the City there will be no re-credit to his/her sick leave account of any days not bought back or used. An employee who transfers from any other department of the City, and who has a certified department record of his/her unused sick leave may carry that unused sick leave into his/her new department with the same rights as stated above.
- C. Employees who wish to buy back sick leave shall give the Department Head a notice in writing of that intention at least six months prior to the buyback, where applicable.

#### SECTION 4

A member may not use accumulated sick leave in the year of retirement or resignation to circumvent buyback provisions provided.

An employee retiring or resigning on a non-disciplinary basis during the life of this contract, ending June 30, 2011, will be able to buyback accumulated sick days in accordance with the provisions of the contract which ended June 30, 1998.

#### SECTION 5

As an option Union members shall be entitled to buy back currently earned sick days as follows:

- A. Each member, having accumulated one or more sick days during the prior calendar year, may choose to buy back up to fifteen of those days from the year just ended, provided that the employee will have at least seventy-five (75) accumulated days in his or her bank after the buyback is completed, by notifying their Department Head in writing no later than January 15<sup>th</sup> of the following year of his/her intention to buyback. As long as the employee meets the minimum number of accumulated sick days in his/her bank, the employee may choose any one of the following:
  - 1. Use some sick days and carry over the rest.
  - 2. Use some sick days and buyback the rest
  - 3. Carry over all of the days
  - 4. Buyback all of the days.
  - 5. Buyback, carry over and use the days.



- B. Payment for any days under this incentive shall be made in one check, which shall be paid on the third Thursday in July. Notwithstanding any of the foregoing, sick days may only be used for absence from employment due to non-occupational accident or illness.

#### SECTION 6

Whenever a member is out due to a non-occupational illness or injury and the member has utilized all of his/her current and accumulated sick leave; a member or members covered under this agreement can request the President or his/her designee to ask the membership for donated sick days. Donated sick time will be taken only from previously accumulated sick days and not the year it is requested. For the purpose of this section it shall be calendar year.

#### SECTION 7

- A. All sick leave, used and unused, shall be recorded for such employee with a copy of the same forwarded to the Director of Human Resources not less than once every three months. Each employee is entitled to an up-to-date record of his/her sick leave when requested by the employee to the Department Head.
- B. After the employer has assumed the keeping of employee sick records the employer will give an employee a written copy of the status of their sick leave record by February 1<sup>st</sup>, each year.

### ARTICLE XI

#### BEREAVEMENT LEAVE

##### SECTION 1

Employees shall be granted four days of bereavement leave with no loss of pay or benefits upon the death of a spouse, domestic partner, child, mother, father, brother or sister. Bereavement leave must be taken within ten (10) days from the date of said death. Those days must be taken consecutively.

##### SECTION 2

Employees shall be granted three days of bereavement leave with no loss of pay or benefits upon the death of a grandparent or grandchild.

##### SECTION 3

Employees shall be granted two days of bereavement leave with no loss of pay or benefits upon the death of the employee's in-laws (mother-in-law, father-in-law, sister-in-law, brother-in-law).

**SECTION 4**

Employees shall be granted one day of bereavement leave with no loss of pay or benefits upon the death of another family member not covered by the above.

**SECTION 5**

Bereavement leave must be taken at the time of death and/or funeral. If not taken at this time, bereavement leave is lost.

**ARTICLE XII**

**PERSONAL LEAVE**

Every full time regular employee hired after the signing of this agreement will not have personal days until after employment of six consecutive months. During the second six months of employment they will have one day available to them. During the third six consecutive months of employment they will have two days available to them.

Employees currently entitled to two personal days per year will retain this benefit.

Employees who do not use any sick leave for each six (6) month period will be granted one (1) additional personal day to be used within thirty (30) days, six month period shall be January 1 to June 30<sup>th</sup> and July 1 to December 31<sup>st</sup> each year.

**ARTICLE XIII**

**MATERNITY LEAVE**

Employees shall be allowed a reasonable amount of leave without pay for maternity leave, not to exceed twenty-six weeks.

**ARTICLE XIV**

**LEAVE OF ABSENCE**

Employees covered by this agreement shall be granted a three-month authorized leave of absence provided that they make a written request to the department head giving a statement of the reason for the leave of absence. An authorized leave of absence for a period longer than three months, but not longer than one year evidenced by a doctor's certificate, shall be granted to an employee. All benefits that a member currently has shall remain in effect during this leave of absence.

**ARTICLE XV**

**LONGEVITY**

**SECTION 1**

Longevity payments shall be paid to eligible members of the bargaining unit in accordance with the following schedule

<b><u>Years of Full Time Employment</u></b>	<b><u>Amount of Payment</u></b>
Less than 5 Years	No Payment
5 Years through 9 Years	\$850.00
10 Years through 14 Years	1,550.00
15 Years through 19 Years	2,150.00
20 Years through 24 Years	2,800.00
25 Years through 29 Years	3,450.00
30 Years through 34 Years	4,100.00
35 Years or more	4,750.00

**SECTION 2**

In the transition to the new set dollar amounts of longevity shown above, an employee, who by the percentage of longevity is above the set dollar amount appropriate for the amount of service, will be kept at the current amount of longevity. (His or her longevity will be "red-circled" at the higher amount.) When the employee reaches the next step, he or she will receive the appropriate fixed dollar amount, \$650.00, from the longevity table.

**SECTION 3**

Longevity shall be based on full time continuous employment. Authorized leaves of absence, maternity leaves, sick leave, and worker's compensation leaves shall not affect continuous employment.

**ARTICLE XVI**

**POSITION RE-GRADES**

The City agrees to continue to study the manner in which the bargaining unit positions are graded and to consult with the Union when any additional upgrades are being recommended.

**ARTICLE XVII**

EDUCATION INCENTIVE

- A. All members of the bargaining unit shall be entitled to receive remuneration to their annual salary for job related courses on a college level as follows:

Each semester Hour	11.00
Associate Degree	750.00
Bachelor Degree	1,500.00
Master's Degree	1,500.00

- B. It is understood this remuneration will only be paid for courses starting on July 1, 1988 or later.
- C. The City agrees to reimburse the cost of tuition fees, books, licenses, insurance and all other related fees for all job related courses, licenses or insurance, required by the City of Woburn, upon successful completion of said courses.

**ARTICLE XVIII**

DRUG AND ALCOHOL SCREENING PROCEDURES

The drug and alcohol screening procedures (see attachment of Drug and Alcohol Policy for the City of Woburn Employees) are understood to be part of this agreement. It is understood that these drug and alcohol screening procedures will be amended to comply with new legal findings as the City becomes aware of new court cases and their results. The Union will be notified immediately of all changes when they occur.

**ARTICLE XIX**

MISCELLANEOUS

**SECTION 1**

The employer shall allow the employees the use of any municipal building for two hours per month at the end of the working day for the purpose of conducting Union meetings. The Union meetings to be determined by the availability of such buildings. If a custodian is required to be called back because of a Union meeting, the Union shall pay the custodian's call back wage for such meeting.

**SECTION 2**

Bulletin board space shall be provided at City Hall, basement level, in the elevator corridor for use of the Union members for appropriate notice.

**Collective Bargaining Agreement  
SEIU Local 888, City Hall Union  
Page 18**

**SECTION 3**

- A. Vacancy within a department shall be filled with an employee of that department. If more than one department employee has equal qualifications and experience, seniority shall prevail.
- B. When a vacancy exists in a department, all departments shall receive a written notice of the vacancy, signed by the Department Head. The notice shall include a description of the job and the qualifications for the job and be posted for a period of seven working days.
- C. If no employee in the particular department is eligible to fill the vacancy, any qualified member of the bargaining unit may apply for the position. Should more than one member of the bargaining unit have equal qualifications and experience, seniority shall prevail.

**SECTION 4**

Employees covered by this agreement will have seniority according to their length of full time continuous service with the City.

**SECTION 5**

All employees covered by this agreement will be granted a paid office break for fifteen minutes during the work day, to be taken at their work station or on the job location. On any day where the hours are extended to 6:30 p.m. or later any employee covered by this agreement is entitled to an additional paid office break for fifteen minutes during the afternoon period, to be taken at their work station or on the job location.

**SECTION 6**

- A. The City will notify each employee who is to be affected by a layoff one month prior to the effective date of the layoff. The City shall notify the Union of all proposed layoffs one month prior to the effective date of the layoff.
- B. All employees covered by this agreement who are laid off because of lack of funds, shall be reinstated in order of seniority to any like or similar position which they held prior to layoff, before any new applicant is hired by the City.
- C. All employees covered by this agreement who are laid off because of abolition of position shall be reinstated in order of seniority to any like or similar position, which they held prior to layoff, before any new applicant is hired to fill such position.
- D. No part time employee will be made full time employee until all employees covered under this agreement, who were laid off, are reinstated to full time employment.
- E. No current full time title, covered by this agreement, will be filled by a part time employee, for longer than three months without the prior approval of the Union, except during illness of full time employee.

**Collective Bargaining Agreement  
SEIU Local 888, City Hall Union  
Page 19**

F. Seniority shall determine the order in which employees, covered by this agreement, shall be laid off with the employee having the least seniority being laid off first.

**SECTION 7**

The City shall provide group health insurance for eligible families and individuals with the following percentage of premium payments in accordance with M.G.L. Chapter 32B:

Effective July 1, 2008 the City shall pay 72.5% of the medical insurance premium of an indemnity plan and 87.5% of the medical insurance premium of an HMO plan. The employee shall pay the remaining 27.5% of the medical insurance premium of an indemnity plan and the remaining 12.5% of the medical insurance premium of an HMO plan.

Effective July 1, 2009 the City shall pay 70% of the medical insurance premium of an indemnity plan and 85% of the medical insurance premium of an HMO plan. The employee shall pay the remaining 30% of the medical insurance premium of an indemnity plan and the remaining 15% of the medical insurance premium of an HMO plan.

Also effective July 1, 2009 co-pays for the HMO plan will increase from \$15 to \$20 for an Office Visit, \$50 to \$75 for an Emergency Room visit, and \$10 to \$20 for generic drug or \$20 to \$40 for a brand name drug for a three-month supply of a mail order prescription. Current retail pharmacy co-pays will remain the same, \$10 for a one-month supply of a generic drug and \$20 for a one-month supply of a brand name drug.

Dental Insurance

The City will offer all employees the option of Dental Insurance on a pre-tax basis via the Delta Dental Premier Plan as follows:

- 100% employee paid premiums
- City incurs all administrative charges for offering the Plan.
- Plan offering is based on 30% enrollment of eligible employees.

All insurance premiums will be deducted from employees' pay on a pre-tax basis unless the employee completes a form with the Treasurer's Office, requesting that the premiums be deducted on a post-tax basis.

**SECTION 8**

The City will offer all employees an Employee Assistance Program with no premiums paid by employees. The EAP offers twenty-four (24) hour access to problem assessment and short-term counseling services, follow-up case management, supervisory training and employee orientation, dependent care referral and other related services.

**SECTION 9**

The provisions of general laws, chapter 258 as amended from time to time shall govern the defense and protection of employees covered by this agreement.

**SECTION 10**

Employees who have prior continuous part time service with the City, and who become full time employees in a position covered by this agreement, without a voluntary break in service, shall be entitled to a pro-rated portion of seniority, longevity and vacation benefits for such part time employment. The pro-rated benefits shall begin only after two full years of service in the full time position.

**SECTION 11**

Previous full time City employees who return to full time employment under this agreement, within a two year period, shall be allowed to add to their previous years of permanent full time service after having been re-employed by the City in a permanent full time position, or a period of two years.

**ARTICLE XX**

**UNION DUES AND SERVICE FEE**

**SECTION 1**

The City agrees to deduct Union dues from the employees who have signed a membership form and who have authorized such deductions in writing. The City will mail said dues with a list of employees from whom dues have been deducted to:

SEIU Local 888  
529 Main Street, 2<sup>nd</sup> floor  
Boston, MASSACHUSETTS 02129

**SECTION 2**

All employees whose monthly Union dues are not being paid by authorized dues deduction shall be required, as a condition of employment, to make payment on or after the thirty days following the beginning of such employment or effective date of the agreement, whichever is later, or an agency service fee to the Union. The agency service fee will be 90%. If an employee decides to withdraw from the Union he/she shall pay the agency service fee while still employed by the City. The City agrees to terminate employment of any individual if payment of said agency fee is not received. This termination will take place within thirty days of withdrawal from the Union.

**SECTION 3**

Any employee on leave of absence or any other "No Pay" status shall be responsible for personally paying their Union dues.

**ARTICLE XXI**

STABILITY OF AGREEMENT

No amendment, alteration or variation of the terms or provisions of this agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the employer or the Union to insist, in any one or more situations, upon the performance of any of the terms or provisions of this agreement, shall not be considered a waiver or relinquishment of the right of the employer or the Union to future performance of any such terms or provisions, and the obligations of the employer and the Union to such future performance will continue.

All agreements, policies, precedents, and employment and work practices are existent, effective and enforceable by the Union only to the extent they are expressly set forth in this agreement.

**ARTICLE XXII**

SAVINGS – SEPARABILITY

If any term or provision of this agreement is or shall at any time be adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, then such term or provision shall become invalid or unenforceable, but such invalidity or unenforceability shall not impair or affect any other terms or provisions of this agreement.



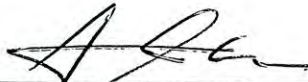
ARTICLE XXIII

DURATION


This agreement shall be effective as of July 1, 2008 for the period ending June 30, 2011 and shall remain in effect from year to year thereafter unless either party hereto, desiring to terminate or amend any provisions of this contract, sends written notice of the same to the other no later than one hundred twenty (120) days prior to the termination date hereof or any succeeding anniversary date.

SIGNED THIS 23<sup>RD</sup> DAY OF OCTOBER, 2008

CITY OF WOBURN

  
\_\_\_\_\_  
Thomas L. McLaughlin, Mayor

SEIU Local 888, City Hall Union

  
\_\_\_\_\_  
Barbara Nowell, President

APPENDIX A - SALARY SCHEDULE

<b>Position</b>	<b><u>7/1/07</u> (3.0%)</b>	<b><u>7/1/08</u> (3.0%)</b>	<b><u>7/1/09</u> (2.5%)</b>	<b><u>7/1/10</u> (2.0%)</b>
Junior Clerk	32,011.92	32,972.28	33,796.59	34,472.52
Senior Clerk	33,926.95	34,944.76	35,818.38	36,534.75
Computer Operator	35,570.18	36,637.29	37,553.22	38,304.28
Principal Clerk	35,570.18	36,637.29	37,553.22	38,304.28
Head Clerk	37,213.41	38,329.81	39,288.06	40,073.82
Technical Assistant	36,509.15	37,604.43	38,544.54	39,315.43
Secretary	40,784.00	42,007.52	43,057.71	43,918.86
Administrative Assistant	43,551.54	44,858.09	45,979.54	46,899.13
Asst. Dept. Head	43,551.54	44,858.09	45,979.54	46,899.13
Telephone Operator	37,213.41	38,329.81	39,288.06	40,073.82
Clerk of Committees	40,784.00	42,007.52	43,057.71	43,918.86
Cemetery Supt	54,955.24	56,603.90	58,019.00	59,179.38
Jr. Eng Aide	29,591.90	30,479.66	31,241.65	31,866.48
Sr. Eng. Aide	54,769.91	61,355.00(37.5 hpw)	62,888.90	64,146.68
Dog Officer	48,234.10	49,681.12	50,923.15	51,941.61
Nurse (37.5 hpw)	60,803.20	62,627.30	64,192.98	65,476.84
Bd of Health Insp (37.5 hpw)	46,981.94	48,391.40	49,601.19	50,593.21
Code Enf Officer (37.5 hpw)	50,396.22	51,908.11	53,205.81	54,269.93
Houseworker (40 hpw)	36,929.23	38,037.11	38,988.04	39,767.80
Custodian (40 hpw)	39,177.86	40,353.20	41,362.03	42,189.27
Sr. Custodian (40 hpw)	42,946.14	44,234.52	45,340.38	46,247.19
Local Inspector (37.5 hpw)	53,917.42	55,534.94	56,923.31	58,061.78
Planner	41,200.00	42,436.00	43,496.90	44,366.84
Project Manager	N/A	39,000.00	39,975.00	40,774.50

**CITY OF WOBURN  
DRUG AND ALCOHOL POLICY**

**September 8, 1998**

**Table of Contents**

**Section I (Page 1).....Purpose**

**Section II (Pages 1 and 2).....Prohibited Conduct**

**Section III (Page 2).....Reasons for Testing**

**Section IV (Page 2).....Consequences of a Violation**

**Section V (Page 3).....Disciplinary Action**

**Section VI (Page 4).....Testing Procedure**

**Section VII (Page 5).....Self-Referral to EAP  
(Employee Assistance Program)**

**City of Woburn**  
**Drug and Alcohol Testing Policy and Program**  
**For the City of Woburn**  
**September 8, 1998**

**Section I. – Purpose**

The purpose of this policy is to provide City of Woburn employees with notice of the provisions of the City's drug and alcohol and related testing policy and program as it affects them. It is the policy of the City of Woburn that a drug and alcohol free work place must be maintained at all times and this requirement justifies the use of a reasonable employee drug and alcohol testing program. The use of controlled substances and other forms of drug and alcohol abuse seriously impair an employee's physical and mental health, and thus, job performance. To ensure high standards of performance for performing City business and to preserve public trust and confidence in a fit and drug and alcohol free City workforce, there shall be a testing program to detect drug and alcohol use. In accordance with the provisions of this policy the City will offer assistance with rehabilitation, when necessary and warranted.

**Section II. – Prohibited Conduct**

The following conduct by any employee is prohibited:

- A. Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally used drug, drug paraphernalia, or alcohol on City property, on City business, in City supplied vehicles, in vehicles being used for City purposes, or during work hours;
- B. Unauthorized storage in a desk, locker, City vehicle or vehicle used for City business or other repository on City property of any illegally-used drug, controlled substance, drug paraphernalia, or alcohol;
- C. Being under the influence of an unauthorized substance, illegally used drug or alcohol on City property, on City business, in City supplied vehicles or vehicles being used for City business or during work hours;
- D. Possession, use, manufacture, distribution or sale of illegally-used drugs or controlled substances while off duty;
- E. Switching or adulterating any blood, urine, hair or other test sample;
- F. Refusing consent to testing or refusing to submit a breath, urine, blood, hair or other test sample for testing, provided that such testing is ordered and such sample is required in accordance with the provisions of this policy;

**NOTE:** Refusal to submit to a test will be considered a positive result of the test and the same disciplinary results will be taken.

- G. Failing to adhere to the terms of any rehabilitation agreement which the employee has signed;
- H. Conviction under any drug or alcohol statute;

**September 8, 1998 Drug and Alcohol Policy**  
**Page 2**

- I. Failure to immediately notify the appropriate Department Head of any felony arrest or conviction for a drug or alcohol offense that violates this policy;
- J. Failure to notify the appropriate supervisor of the use of a prescription drug which could impair performance in any way;

Note: Employees will be responsible for obtaining information from their prescribing physician as to possible side effects, especially those that would impair performance.

- K. Refusing to sign a rehabilitation agreement that is developed in accordance with the provisions of this policy.

**Section III. – Reasons for Testing**

Testing of employees for drug and/or alcohol use will be done for the following reasons:

- A. Testing will be done for probable cause where an incident has occurred that appears to indicate that the employee has violated this policy. The probable cause must be supported by stated facts to show that there appears to be a violation of this policy.
- B. Pre-employment physicals will include drug and alcohol testing.
- C. Other required physical examinations may include drug and alcohol testing at the recommendation of the City and with the agreement of the employee.
- D. Subsequent to any significant vehicular accident or serious, unsafe practice or incident in which the employee was a driver (vehicular accident) or major participant (other incident), testing will be done.

**Section IV. – Consequences of a Violation of the Drug and Alcohol Policy**

A positive test in violation of this policy will result in discipline in accordance with departmental disciplinary procedures and only for just cause as detailed below.

Any other violation of this policy will result in disciplinary action for just cause.

“Discipline” for any violation means any permitted discipline up to and including termination of employment.

Employees retain Civil Service rights as provided in the General Laws of the Commonwealth of Massachusetts. Employees shall also have the option of utilizing the Grievance/Arbitration procedures of the Collective Bargaining Agreements to challenge the just cause of any disciplinary action administered under this policy.

(Continued on following page)

**Section V. – Disciplinary Action for Violations of the Drug and Alcohol Policy**

In general, and unless superseded by individual labor contract provisions, the following disciplinary actions apply to all employees of the City of Woburn for Violations of the Drug and Alcohol Policy.

Alcohol

First Offense	Written warning placed in employee's personnel folder and removed at the one year anniversary date if no further violations occur. Employee under the influence of alcohol may be dismissed without pay for the remainder of the shift.
Second Offense	Written warning that remains in file, employee dismissed without pay for the remainder of the shift and for no more than one (1) additional day without pay. Employee encouraged to seek assistance through the Employee Assistance Program (EAP).
Third Offense	Written warning that remains in file, employee dismissed without pay for the remainder of the shift and for no more than five (5) days without pay. Mandatory substance abuse evaluation to be facilitated by the Employee Assistance Program (EAP). Employee must sign rehabilitation agreement if the substance abuse evaluation determines that rehabilitation is necessary.
Fourth Offense	Up to and including termination.

Dependent on the seriousness of the violation, the City may proceed directly to a more advanced step of these disciplinary procedures.

Illegally Used Drugs and Related Items

First Offense	Written warning that remains in file for five years and removed at that time if no further violations. Employee dismissed without pay for the remainder of the shift and additional three (3) to five (5) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the Employee Assistance Program (EAP). Employee must sign rehabilitation agreement resulting from the substance abuse evaluation.
Second Offense	Written warning that remains in file, employee dismissed without pay for the remainder of the shift and additional ten (10) to fifteen (15) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the Employee Assistance Program (EAP). Employee must sign rehabilitation agreement resulting from the substance abuse evaluation.
Third Offense	Up to and including termination.

Dependent on the seriousness of the violation, the City may proceed directly to a more advanced step of these disciplinary procedures. Subject to the requirement that all discipline be for just cause, public safety employees may be terminated immediately for convictions related to illegal drug use or if internal investigations find that there is a serious issue of selling controlled substances or other similar violations.

(Continued on following page.)

**Section VI. – Drug and Alcohol Testing Procedure**

Drug and Alcohol Testing will be done by approved National Institute of Drug Abuse (NIDA) and Department of Health and Human Services (DHHS) laboratories. Collection of samples will follow accepted “chain of custody” procedures and include bifurcated samples to assure that the donor will be provided with a sample at his/her request. For positive screen results the Medical Review Officer, a licensed physician, will contact the donor, conduct a medical history, coordinate with the employee’s personal physician, as necessary, to make a final determination of illegal drugs in a test.

Drug and alcohol testing for City of Woburn employees under this Policy will be done as follows:

1. When there is probable cause or a significant vehicular accident or safety incident as described previously in Section III, the Department Head or his designee will contact the Director of Human Resources who will arrange for the drug and/or alcohol testing.
2. The Director of Human Resources will set up an appointment for the appropriate tests immediately. In the absence of the Director of Human Resources, the Department Head will set up the appointment and, as necessary, take the employee to the appointment for the tests.
3. The employee will go to the appropriate testing facility, will present a picture I.D. and provide the necessary test samples. If the employee so requests, he/she may be accompanied by a Local union representative or, when a union representative is unavailable, by a fellow employee to the site of the testing. (Only the employee being tested may go into the room where the sample is to be provided.)
4. Urine samples will be used for drug tests unless there is determination that an evaluation of longer term use is needed. Split test samples will be maintained under accepted chain of custody procedures. Breath tests will be used for alcohol testing.
5. Tests results will be provided to the Director of Human Resources or to the Department Head in the absence of the Director of Human Resources.
6. The Director of Human Resources will work with the Department Head to take appropriate steps, as necessary. See Disciplinary Action for Violations of the Drug and Alcohol Policy for further information.
7. If an employee tests positive, he/she at his/her own expense may have the second sample, held under chain of custody, tested at another NIDA and DHHS approved laboratory. If this second test is not positive, no further action will be taken.
8. If an employee tests positive in a single test or in two tests as covered in the preceding #7, the employee will be referred to a certified Substance Abuse Counselor for appropriate counseling, referral and the development of a rehabilitation agreement. Refusal to sign the rehabilitation agreement or not abiding by the rehabilitation agreement will be considered violations of the City’s Drug and Alcohol Policy. The Substance Abuse Counselor will be a member of the staff of the City-provided Employee Assistance Program.

(Continued on following page)

**Section VII. – Self-Referral to the Employee Assistance Program**

Employees may refer themselves directly to the Employee Assistance Program, if they know or suspect they have a drug, other controlled substance or alcohol problem. If employees refer themselves, no disciplinary action will be taken by the City as a result of the referral. (It would be expected that the City would not even be aware of the referral due to the confidentiality of the self-referral EAP process. If the City did become aware of the self-referral through the employee informing people of it, the City would not take any disciplinary action as a result of the referral.) However, employees will be expected to abide by the rehabilitation plans developed with them and for them through the Employee Assistance Program.