

AGREEMENT
BETWEEN
THE
TOWN OF NATICK, MASSACHUSETTS
AND
New England Police Benevolent Association, Inc.
Local 182

Covering Civilian Dispatchers of

the

Public Safety Dispatch Center

July 1, 2012 - June 30, 2015

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AGREEMENT

AGREEMENT effective July 1, 2012 through June 30, 2015, between the Town of Natick, Massachusetts (hereinafter referred to as the Town) and the New England Police Benevolent Association, Inc. Local 182 (hereinafter referred to as the Union).

ARTICLE 1

Section 1. Recognition

The Town of Natick hereby recognizes the Union as the exclusive bargaining representative of the following described employees:

- (a) All civilian Public Safety Dispatchers working in the Police and Fire Departments.

Section 2. Participation in Union

The Town will advise the Union, in writing, of the name, address, classification and department of each new employee. The Town recognizes the right of any employee to become a member of the Union, and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.

Section 3. Non-Discrimination

Neither the Town nor the Union will discriminate against any employee covered by this Agreement or applicant for employment because of race, color, creed, handicap, sex or national origin.

ARTICLE 2 - EMPLOYEES RIGHTS AND OBLIGATIONS

Section 1.

Employees covered by this Agreement shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity, to hold office in and participate in the management of the Union, to act in the capacity of the Union representative, and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; except that no official of the Town of Natick shall participate in the management of the Union or act as its representative if such activities would be incompatible with his official duties.

Section 2.

In the exercise of these rights, all employees covered by this Agreement shall be free from any and all interference, restraint and coercion, and such employees shall be protected against any discrimination in regard to tenure, promotion, or other conditions of employment.

Section 3.

Any of the benefits or privileges presently enjoyed by employees in the unit will not be unilaterally impaired.

ARTICLE 3 - RIGHTS OF MANAGEMENT

Section 1.

It is agreed that management officials of the Town of Natick retain the right to direct employees to hire, promote, transfer, assign and retain employees within the Public Safety Dispatcher Unit, 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 action may be necessary to carry out the mission of the applicable departments in situations of emergency, provided that such rights shall not be exercised in violation of other sections of this Agreement.

Section 2

The Town of Natick and its management officials have the right to promulgate reasonable rules and regulations pertaining to employees covered by this Agreement, so long as such rules and regulations do not conflict with any term or condition of this Agreement. The parties agree that prior to the promulgation of such rules and regulations (which take place after execution date of this Agreement), the town or its appropriate officials will consult with and discuss such rule or regulation with the Dispatchers' Union.

ARTICLE 4 - UNION ACTIVITIES

Section 1.

Insofar as requirements of the Public Safety Departments allow, Union officers and/or stewards will be excused from duty, without pay, when required to conduct Union Business other than joint meetings with management. Union officers and/or stewards shall be excused from their normal tour of duty in periods of half days or whole days unless a part of such periods can be used for productive work of their employing unit.

Such officers and/or stewards shall attempt to give reasonable advance notice of their intent to engage in such business to their supervisor so that the work may be arranged accordingly.

Section 2.

There shall be no deduction of pay from grievants and/or Union Officers or Stewards when engaged in joint meetings with management during working hours concerning grievance matters and the interpretation or application of the provisions of this Collective Bargaining Agreement.

Section 3.

No union activities, including the solicitation of membership or the collection of dues, will be carried on during working hours which will interfere with the normal operations of the Public Safety Departments.

Section 4.

The union shall furnish the Board of Selectmen, Town Administrator and Police and Fire Chiefs with a written list of its Local Officers and Shop Stewards, and shall, as soon as possible, notify said appropriate Town Officials in writing of any changes therein. Only those officers and stewards shall be recognized by the Town for purposes of joint meeting, except that at the Union's discretion, the Union may be represented by counsel.

ARTICLE 5 - AGENCY FEE

A. Pursuant to General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the ninety-first (91st) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Dispatchers' Union, an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted on a monthly basis, shall not exceed 90% of the sum set from time to time by the Dispatchers' Union as dues, and shall be used solely for the purposes of paying the expenses of collective bargaining.

B. The Dispatchers' Union agrees to indemnify, defend and hold harmless the Town for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored as long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the agency fee is "proportionately commensurate" with the cost of collective bargaining and contract administration.

ARTICLE 6 - GRIEVANCE, ARBITRATION PROCEDURE

A. The purpose of this Article is to establish a procedure for the settlement of any grievances between the employees covered by this Agreement and the Town.

B. The term "grievance" shall be defined as only those claims or disputes which allege a violation of the provisions of this Agreement.

Step 1

Within ten days of the occurrence or omission complained of the aggrieved employee shall submit written grievance to the Chief of Police/Fire setting forth the name of the grievant, facts relied upon, contractual procedure claimed to be violated and remedy sought. The Chief of Police/Fire shall give his written response within 14 (fourteen) days thereafter.

Step 2

If the Grievance is not settled of Step 1, it may be submitted to the Town Administrator within seven days of the Step 1 decision or its due date. The Administrator may meet with the grievant if deemed necessary and shall issue his written response within 14 days of receipt of the grievance.

Step 3

If the grievance is not settled at Step 2, the Union may submit it to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, such submission to be made within seven days of the Town Administrators' decision or its due date.

C. The time limits set forth herein are maxima, failure to file a grievance on appeal of the next step shall constitute a waiver of it. Failure of the Chief or Administrator to issue a timely response shall be deemed to be a denial, permitting appeal to the next step.

D. The decision of the arbitrator shall be final and binding. However, the arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of the Agreement, or any amendment or supplement thereto. The arbitrator shall not have jurisdiction or authority to render any decision which conflicts with the statutes and applicable law of the Commonwealth of Massachusetts.

E. Expenses of arbitration other than the cost of any stenographic record shall be borne equally by the parties.

ARTICLE 7 - SENIORITY, PROMOTIONS, LAYOFF AND RECALL

Section 1. Seniority

Seniority means length of continuous employment by the Town in a position covered by this Agreement. An employee will acquire seniority after completing a one hundred eighty (180) day probationary period with monthly reports by his/her supervisor and seniority shall then date from the beginning of his employment. An employee transferred to a position outside the bargaining unit will retain seniority but will not accumulate additional seniority during the period that s/he occupies a position outside the unit.

Seniority shall be determined by the date of employment as a Public Safety Dispatcher in Natick for purposes of shift selection, vacation selection and overtime assignments where applicable. If in the opinion of the Chief of Police, the use of seniority as described above, is not in the best interest of the Public Safety Dispatch Center, the Chief may make such selections in a way which best fit the efficient and effective operation of the center. The decision of the Chief will be subject to the grievance procedure up to Step 2 (Town Administrator step only). Although the Chief of Police retains the right to assign employees according to the needs of the department, it is agreed that shift assignments will not be changed arbitrarily or capriciously.

Section 2. Promotions

If a new classification covered by this Agreement is created or if a vacancy occurs in a regularly assigned position (which position or classification will be of more than thirty (30) days duration) and if the Town intends to fill such vacancies, such vacancies shall be posted for five (5) working days within ten (10) working days after the vacancy occurs or the new classification is created. Appointments shall be made within thirty (30) working days after posting. A determination of qualifications shall be arrived at based upon education, training, experience, and past performance including attendance and seniority.

The appointment, if the position is to filled by the Town, shall be made in accordance with the following procedures:

- a) Preference shall be given to applicants from within the Dispatchers' Union, in accordance with seniority, subject to their qualifications for the position as described in paragraph 2.
- b) For the purpose of this Section, seniority shall mean the length of service.

Section 3. Determination of Qualifications

Both parties recognize management's prerogative to make the sole and final determination as to whether an employee is qualified for a position and to select any applicant who in management's sole discretion, it determines to be most qualified for any position to be filled. Only where management has determined that two applicants are equally qualified will preference be given for seniority.

Section 4. Reduction in Force

The employer retains the exclusive right to determine what departments, divisions, and job classifications are to exist, whether to layoff employees, to determine the existence or non-existence of a vacancy, and whether any vacancy will be filled. In the event the employer in its exclusive discretion determines there is to be a reduction in the number of employees in any job classification or to abolish any job classification, the following procedure shall be employed.

The employer shall consider the following factors in determining which employees in a classification shall be laid off:

- a) Relative qualifications including ability and skills, professional or vocational education and/or training, proven performance, relevant experience, past record, including prior evaluations, if any.
- b) Needs of the department.

When the foregoing factors are, in the judgment of the Employer, substantially equal for two or more employees, seniority within the division shall govern.

In any case, if the Town decides to implement a "Reduction in Force" plan which involves elimination of any of the positions covered by this Agreement, the individual member of this unit so affected will be provided the opportunity to apply for retirement if the employee so qualifies.

Any employee extended beyond the mandated retirement age, will, by practice, be subject to reduction in force outside the procedures described above.

ARTICLE 8 - SALARIES/COMPENSATION

Section 1.

The pay plan shall be in accordance with the following Schedule A "Classification and Salary Schedule July 1, 2010, and shall cover the entire period July 1, 2010 to June 30, 2012. (see attached pay schedule)

All members of this bargaining unit shall go to a bi-weekly pay period and direct deposit beginning January 1, 2011.

ARTICLE 9 - INSURANCE

Section 1. Term Life Insurance

Each employee shall be covered by a term life insurance policy in the amount of \$5,000.00 by Town Meeting Approval. The net premium of said policy shall be shared equally between the Town and the employee.

Group life and health insurance will be made available to bargaining unit employees on the same basis as to other Town employees, based upon the determination of the Board of Selectmen.

Section 2. Group Health Insurance

Group Health Insurance will be made available to bargaining unit employees on the same basis as to the other town employees based upon the determination of the Board of Selectmen. All new enrollees as of July 1, 2012 will be at 75/25 for both Family and Individual plans.

Current employees will see increases in contribution rates as listed below:

As of January 1, 2013 individual deductible increases to 80/20.

Group Health Insurance will be made available to full-time and regular part-time bargaining unit employees on the same basis as to the other town employees based upon the determination of the Board of Selectmen.

ARTICLE 10 - BEREAVEMENT

In the event of death of a member of an employee's immediate family (as defined below), the employee will be permitted to be absent without loss of pay based at the employee's straight time hourly rate of pay as follows:

- a. For the employee's parents, siblings, children, spouse or co-habiting significant other (five) 5 days
- b. For the employee's grandparents, grandchildren, aunts, uncles, parents-in-law and siblings-in-law (three) 3 days.

ARTICLE 11 - SICK LEAVE

Section 1.

Regular full-time employees will accrue sick leave at the rate of one and ten (10) hours for each month of service, not to exceed fifteen (15) days in any year effective July 1, 1984. Sick leave not used in the year in

which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in a subsequent year up to a maximum of two hundred and twenty-four (224) shifts. New employees hired on or after July 1, 1987 shall have a maximum accumulation of 180 shifts. Employees hired after July 1, 1996, shall accrue eight (8) hours sick leave per month up to a maximum of one hundred twenty (120) days.

Section 2.

Employees who are on workers' compensation may, upon request, charge the difference between their compensation payments and their regular weekly salary against accumulated sick leave. If a question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. As a condition for said benefits, the employee shall enter into a written agreement with the Town, wherein he agrees to reimburse the Town for such payments in the event he receives workers' compensation benefits for said period.

Section 2A.

- The chief of Police, without medical evidence, may grant sick leave with pay to any employee of his/her department a maximum, of eight (8) days in any calendar year, but not more than three *(3) days at any one time.
- For a period in excess of three (3) consecutive days, the Chief of Police may require a Doctor's certificate from the employee.
- For absences in excess of ten (10) days in any calendar year, the Chief of Police may also require a Doctor's certificate from the employee. The Chief of Police may also require a Doctor's certificate if he/she believe there is a pattern of sick leave abuse.

Section 3. Personal Day

Each member of the unit shall be entitled to three (3) personal days as of July 1, 1989. Said days shall be used within the fiscal year in which they are earned and may not be carried over from year to year.

In addition to the Personal Days provided, each member of the unit may earn one additional day annually for any continuous 90 day period during which there is no sick leave used.

Section 4.

Request for sick leave shall be subject to the approval of the Supervisor, provided that the denial of paid sick leave shall be subject to the grievance and arbitration provisions of this Agreement. The Town may require evidence of the necessity for such absence in the form of a physician's certificate or other evidence satisfactory to the Supervisor, as a condition precedent to the approval of such request. Denial of sick leave may be appealed to the Chief by the employee. If the Town requires a physician's certificate as set out above, the Town will pay the full cost of obtaining the certificate. Sick leave may not be used until after three months of continuous employment.

Section 5.

Sick leave shall be considered as time worked in the computation of weekly overtime, providing that the employee involved works at least one full day during his usual work week.

Section 6.

Sick leave is an insurance policy and is not a right. Abuse of sick leave will not be tolerated.

Section 7. Sick Leave Buy Back

Upon retirement, each employee shall be compensated with one day's pay for every three (3) days sick leave accumulated over one hundred (100) days. Maximum accumulation for sick leave buy back for all

employees hired prior to July 1, 1987, is two hundred twenty four (224) shifts. Employees hired on or after July 1, 1987 shall be compensated with one day's pay for every three (3) days sick leave accumulated over one hundred (100) shifts. Maximum accumulation for sick leave buy back for employees hired on or after July 1, 1987 is one hundred eighty (180) shifts.

Employees hired after July 1, 1996, shall accrue one day sick leave per month up to a maximum of 120 days. Upon retirement (for those employees hired after July 1, 1996) each employee shall be compensated one day's pay for every 2 days of accumulated sick leave over fifty (50) days.

Section 7a.

Notification with regard to intention to retire and receive sick leave buy will occur as follows:

- a. An employee who wishes to retire shall provide written notification of his or her intention to retire, specifying a tentative date, to the Chief of the Department by December 1 of the fiscal year prior to the fiscal year of retirement. An employee who gives the required notice in a timely manner shall receive sick leave buy back at retirement. If the employee fails to give the requisite notice by December 1, the Town will not be required to make the buy-back payment until a transfer of funding can be made at the next Town Meeting. The deadline for the fall Town Meeting is July 1st. The Town may make partial or full payments of sick leave buy-backs when insufficient notice is given if funds are available in sick leave buy-back budget items, but such payment shall not establish a precedent.
- b. Employees who state an intention to retire under this section but who subsequently chose not to retire shall retain all rights and benefits due to them under law and this Agreement.
- c. This section shall not apply to employees who separate from service due to death or disability.

ARTICLE 12 - ADMINISTRATIVE LEAVE

Administrative Leave may be granted by the Town Administrator without loss of pay for the following:

- A. Paternity Leave - up to two days (to be deducted from sick leave).
- B. Maternity Leave - Maternity Leave may be granted up to twelve (12) weeks unpaid leave, provided that the request for such leave is in writing to the Department Head with sufficient notice for proper planning and pursuant to Chapter 149, Section 105D of the Massachusetts General Laws. In effect this means that if an employee has any accumulated sick leave, she may use it subject to the provisions of standard sick leave policy of the Town as contained in this Agreement.
- C. Illness of Immediate Family - up to five days (to be deducted from sick leave). A department head may extend such period in unusual circumstances. The denial of such extension may be appealed to the Town Administrator.
- D. Leave of Absence - Absence for a period of one year at no pay at the discretion of the Town Administrator. Said leave to be conditioned upon availability of an opening within the one-year leave or desired date for return.

ARTICLE 13 - HOLIDAYS

Holidays - all holidays paid at 8 hours at regular hourly rate:

New Years' Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
	Christmas Day

Any employee (part-time or full-time) who works on Thanksgiving or Christmas Day shall be paid time and one-half his/her hourly rate; in addition to holiday pay.

ARTICLE 14 - VACATIONS

Section 1.

- a) A regular full-time employee during the first year of employment with the Town earns no vacation time during the first two months of employment and earns one day per month starting with the third month of employment. No vacation time shall be taken until six (6) months of employment with the Town.
- b) A regular employee who has completed one (1) but less than five (5) years continuous service in employment covered by this Agreement shall be entitled to two (2) weeks vacation with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve months preceding such anniversary date of employment.
- c) A regular employee who has completed five (5) but less than ten (10) years continuous service in employment covered by this Agreement shall be entitled to three (3) weeks vacation with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve (12) months preceding such anniversary date of employment.
- d) A regular employee who has completed ten (10) or more years continuous service in employment covered by this Agreement shall be entitled to four (4) weeks vacation with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve (12) months preceding such anniversary date of employment.
- e) A regular full-time employee who has completed twenty (20) or more years continuous service in employment covered by this Agreement shall be entitled to five (5) weeks vacation with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve (12) months preceding such anniversary date of employment.
- f) No vacation is to be cumulative beyond the calendar year in which it is allowed unless all of the following situations are met:
 1. No more than one week may be carried over;
 2. An employee cannot carry over vacation time more than once in five (5) years;
 3. Both the employee and the department head must agree.
- g) Subject to the operating requirements of the Department, an employee shall have his choice of vacation time according to seniority.

h) Beginning July 1, 2000 vacations will be based upon anniversary date of permanent appointment.

Section 2.

Any regular employee whose employment is terminated during a year by dismissal without just cause, or by resignation, retirement or death without having taken the vacation to which s/he is entitled, she/he, or in the case of death, his/her estate, shall be paid in lieu of such vacation an amount equal to one full day's pay at his/her regular rate for each such day of unused vacation. Any employee who resigns shall give the Town at least two weeks notice and failing to do so, shall not be eligible to receive his terminal vacation pay as provided herein.

ARTICLE 15- MISCELLANEOUS

Section 1. Clothing Allowance

The sum of \$450 per member of the unit shall be provided on July 1, 2004 for the purpose of purchasing approved clothing/Uniforms for use during work hours.

Any member of the Unit may use up to \$150 annually of the current clothing allowance for the purpose of clothing maintenance.

Section 2. Training

The Town of Natick shall provide training opportunities to members of the Dispatchers' Union related to their job whenever and wherever possible. The schedule of training will be developed by the Police & Fire Departments in concert with the Dispatchers' Union and wherever possible be offered during the scheduled work shift.

Necessary training off the site or outside the regularly scheduled work shifts will be provided with either compensatory time or overtime provisions exercised.

It is further understood that data entry for computer utilization or enhancement shall be part of the responsibilities of the Dispatcher during regular work shift periods.

Section 3. Work Schedule

All members of the unit shall work the so called 4-2 schedule used in the Natick Police Department.

Section 4. Shift Differential

Each member of the Unit who works a tour of duty on either the 4:00 p.m. -12:00 a.m. or 12:00 a.m. - 8:00 a.m. shift shall receive in addition to his regular compensation, an amount equal to 6% of base pay for those tours of duty that are worked. This shall become effective January 1, 2001.

Full-time dispatchers shall be guaranteed the first request for a shift off within a calendar day. A second request for a shift off within a calendar day will be approved only if at least one of the two requests has been filled with a part-time dispatcher. 24 hour notice and approval by the Lt. in charge of Dispatch or his/her designee is required for both requests for time off.

Full-time dispatchers shall have the ability to split shifts when there is a force or when taking an overtime shifts, subject to approval of the Lt. in charge of Dispatch or his/her designee.

Full-time dispatchers shall be allowed to swap shifts with 24 hours notice if approved by the Lt. in charge of Dispatch or his/her designee, up to 8 swaps per year per dispatcher. Said swaps will be for straight-time only (i.e. shift for shift). Both shifts involved in the swap must be worked within 30 days of the swap request.

Section 5. Compensatory Time

Full-time dispatchers may earn time-and-one-half compensatory time up to a maximum of fifty (50) hours provided said compensatory time is requested at least 24 hours in advance and approved by the Lt. in charge of Dispatch or his/her designee.

Section 6. Overtime Assignments

Overtime pay shall be granted for any hours worked after a regular 8 hour tour-of-duty or a 40 hour work week. The overtime rate shall be time and one-half (1-1/2) the employee's regular hourly rate. Where temporary vacancies occur in dispatch positions resulting from vacations, sick leave, personal days, military duty, bereavement leave, or other authorized or unauthorized leave, the Chief may, at his discretion, offer the available shift to a part-time dispatcher before offering it to a full-time dispatcher.

Management, of course, reserves the right to require employees to work overtime if need be; a more junior employee would ordinarily be required to work before a more senior employee, but the Chief could exercise his discretion otherwise if s/he deemed it in the best interests of the Town. Except in an emergency, employees will not work more than sixteen consecutive hours.

Any employee recalled to work after his/her normal tour of duty shall be paid a minimum of four (4) hours.

Section 7. Bulletin Boards

The Town shall provide bulletin boards in conspicuous places to be used solely for the posting of Union notices, rules and regulations appearing over the signature of either the President and/or the Secretary of the Union. No such notice, except meeting notices, shall be posted unless it has been approved for posting by the signature of the Fire/Police Chief, which approval shall not be unreasonably withheld.

Section 8. Jury Duty Pay

Any regular employee required to serve on a jury shall, upon application, be paid the difference between his pay as a juror and his regular weekly compensation for forty (40) hours of work performed for the Town, providing s/he presents official certification of such services.

Section 9. Alcohol-Drug Use Provisions

It will be the joint policy of the Town and The Dispatchers' Union to provide help and assistance to any and all employees suffering from addiction to Alcohol or Drugs in conjunction with existing policies for discipline related to job-related occurrences or instances of alcohol or drug abuse by the establishment of an Employee Assistance Program.

Section 10. Longevity

Effective July 1, 2004: Longevity will be based on the following schedule:

10-14 years:	\$1000
15-19 years:	\$1500
20-24 years:	\$2000
25+ years:	\$2500

Section 11. Indemnification

The Town shall indemnify and hold harmless all employees covered under this agreement for any injury or death which may occur to any and all persons in the Police Lock-up, while performing their normal daily work. For the purposes of this Article, normal daily work shall also apply to Monitoring the Security/Surveillance Monitors.

Section 12. Performance Evaluation

The Chief of Police shall have the right to develop and implement a system of performance evaluation which shall be used to evaluate the performance of the members of the Union.

The results of these evaluations shall not be used to discipline employees or serve as the basis for changing employee benefits, rights, wages or seniority. In addition, members of the Union employed in supervisory positions agree to participate in the performance evaluation process of subordinates pursuant to the performance evaluation system implemented by the Chief of Police for the Union.

Section 13. Fitness for Duty

A dispatcher who has missed 20 consecutive working shifts due to an injury sustained while on-duty or a non-work related illness or injury may, prior to being allowed to return to work, be required to undergo a fitness for duty medical examination. She/he shall notify the Police Chief or his designee of his/her intent to return to work. This notification shall be made no fewer than 7 days prior to the anticipated return to work date so that the medical examination can be scheduled. The dispatcher shall make him/herself, and his/her medical records as they pertain to the injury or illness which caused the absence from duty, available with reasonable notice for this examination. This examination will be conducted by the Town designated doctor who shall consult with the dispatcher's physician. All costs associated with this examination shall be borne by the Town.

The physician, who administers an examination under this procedure shall be provided, by the Town, a detailed analysis of the physical requirements of the essential functions of the position as described in, but not limited to, the official position description on file with the Town and shall be asked to make their determination of the fitness of the examined dispatcher to perform the specific requirements of each essential function. The doctor's report shall specify which, if any, essential functions the dispatcher is not capable of performing.

Disputes regarding interpretation of the application of this policy, except for disputes over the medical determination, will be subject to the grievance and arbitration procedures contained in the collective bargaining agreement between the parties.

Section 14. Safety

There shall be established a procedure by which an issue relating to the safety of personnel and equipment, if not adequately addressed through normal channels, can be addressed by a conference held by two (2) members of Local 888 and the Chief of Police.

Section 15. Off-Duty Employment

In accordance with the provisions of MGL c 268A § 20, no member shall engage in any outside employment that will conflict with the duties of the position because of his financial interest in the outside employment venture as described in the referenced statute.

Section 16. Vacancy Posting

When a vacancy occurs with the Dispatch Supervisor position, it shall be posted for members of the unit first for a minimum of seven (7) days and preference shall be given to qualified members of the unit.

Section 17. EMD Stipend

The Town will implement the new EMD statewide regulations which become effective July 1, 2012.

- a. The Town agrees to pay an annual stipend of \$600.00 to every Full Time Dispatcher on the payroll as of June 30, 2012.
- b. This stipend is not applicable to either current or future part-time employees, or new full-time employees hired after June 30, 2012.

- c. Those eligible for said stipend shall receive such stipend in September of each year.

ARTICLE 16 - IN-SERVICE TRAINING

Each member of the unit who completes a minimum of 16 hours of prescribed training in a period of one (1) year subject to approval by the Chief of Police shall receive the sum of \$1000. Said training to take place during off-duty hours at times and places to be determined by the Town.

Section 2. Beginning in fiscal year 2006, each member of the unit who completes an additional 8 hours of prescribed, dedicated fire dispatch training in a period of one (1) year as approved by the Chief of Police shall receive the sum of \$500. Said training to take place during off-duty hours at times and places to be determined by the Town.

ARTICLE 17 - CHANGES AND AMENDMENTS

It is hereby agreed that this Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement except by the mutual consent in writing of the parties hereto.

ARTICLE 18 - SEVERABILITY

Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 19 - NO STRIKE - NO LOCKOUT

It is mutually agreed that during the terms of this Agreement, there will be no stoppage of work, lockouts, slow-downs or any similar interference with work.

ARTICLE 20 - SCOPE OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations.

The Union acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of Collective Bargaining and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities.

ARTICLE 21 - DURATION OF AGREEMENT

Section 1.

This Agreement shall remain in full force and effect from July 1, 2012 until June 30, 2015 and shall remain in full force and effect thereafter until a new collective bargaining agreement is executed by the parties.

Section 2.

This Agreement is subject to funding by Town Meeting.

ARTICLE 22 - COMMITTEE ON POLITICAL EDUCATION (COPE)

The employer agrees to honor and to transmit to the Union voluntary contribution deductions to the New England Police Benevolent Association, Inc. Local 182 from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards.

BOARD OF SELECTMEN

[Signature]
[Signature]
[Signature]
Nicholas J. MacBurdy
[Signature]

THE DISPATCHERS' UNION

Susan Beera
[Signature]

Dated: _____

