

**AGREEMENT BETWEEN TOWN OF WEYMOUTH
AND WEYMOUTH TELECOMMUNICATORS**

July 1, 2011 - June 30, 2013

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Preamble

The following contract effective as of July 1, 2007, by and between, respectively the Town of Weymouth, hereinafter referred to as the “the Town” and the New England Police Benevolent Association, AFL-CIO, Local 107, hereinafter referred to as “the Union or New England PBA,” is designed to maintain and promote a harmonious relationship between the Town of Weymouth and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

Article I Recognition and Bargaining Unit

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the following bargaining unit: All full-time Weymouth Telecommunicators.

The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement for their participation on the Bargaining Committee for the Union or for other union activities.

Whenever masculine gender is used in this Agreement, the same shall refer to feminine as the case may be.

Article II
Payroll Deductions of Dues

(1) Dues: The Town agrees to deduct Association dues form the salary of all employees who have signed membership Authorization Forms, and to remit said dues with an alphabetical list of names of employees from whom dues have been deducted to:

Weymouth Telecommunicators

Or such other depository as the Association may from time to time designate in writing to the Town, attention to its Treasurer.

(2) Agency Fee: Each employee who elects not to join or maintain in the Association shall be required to pay any agency fee which shall be consistent with Massachusetts General Laws Chapter 150E Section 12. In addition, the Union agrees to hold the Town harmless for any actions which arise because of the agency fee.

Article III
Seniority

- (A) Seniority with the Weymouth Police Department shall commence from the date of hiring as a permanent full-time Telecommunicator. Such seniority among employees hired on the same date will be determined by the order of their hiring. If any employees resigns voluntarily, retires, or is discharged for cause, he/she shall lose seniority. If such employee is re-employed in the bargaining unit, his/her seniority date shall be that of his or her re-employment.
- (B) Seniority shall not be broken by vacation time, sick leave, injury time, temporary layoff, suspension, or call to military service. However, seniority shall not accrue during suspension of more than five (5) days or during unpaid leaves of absence of more than thirty (30) days.
- (C) In the event of reduction in force, layoff shall be in inverse ordering of hiring and any recall to work shall be by seniority.

Article IV Bereavement

In the event of death occurring in the immediate family of an employee, he or she will be granted a bereavement leave without loss of pay for four (4) regular work days, commencing either on the day of death or on the first regular work day immediately following the death. For the purpose of this section, the immediate family shall be the employee's spouse, parents, parents-in-law, brother, sister, brother/sister-in-laws, children, grandparents, grandchildren, and any other relative living within the employee's home.

In such cases where funeral arrangements are delayed or out of state, the Chief of Police may, if in his discretion it appears reasonable to provide that such leave is necessary for an employee's attendance at the funeral, provide a maximum of three (3) additional bereavement days.

An employee will be allowed time off with pay to attend a funeral of his aunt, uncle, niece, nephew provided that the employee is scheduled to work on the day of the funeral.

Article V
Leaves of Absence

- (1) Military leave shall be granted in accordance with Massachusetts General Laws.
- (2) Jury duty shall be granted in accordance with Massachusetts General Laws.
- (3) Personal Leave: Employees are entitled to up to our (4) days of personal leave to address matters which can only be scheduled during regular working hours. Personal days must be requested at least sixteen (16) hours prior to the shift on which the personal leave is to be taken. The notice may be waived in cases of emergency.
- (4) Emergency Day: Employees are entitled to one (1) emergency day for which prior written notice is not required.

Article VI
Dress Code

Each July 1st, the Town shall provide all employees covered by this Agreement with the following:

Four (4) Summer (short-sleeve) shirts;

Four (4) Winter (long-sleeve) shirts; and

One (1) Sweater.

The Town will replace uniforms, which are worn out prior to the annual replacement of July 1st.

Proper business attire will be worn at all times. That is, there will be no blue jeans, no sneakers (other than black sneakers) and no sweat clothes. All employees will be expected to wear business casual attire when reporting to duty.

Effective July 1, 2005, all employees shall wear uniform colored pants and Effective July 1, 2012 and each July 1st thereafter the Town will deposit \$450 at the vendor of the Town's choice for the purchase of uniforms.

Uniform cleaning allowance will be paid in a separate check.

Article VII
Sick Leave Program

- (a) Sick leave shall be earned one and one-quarter (1 1/4) days leave for each month of employment up to fifteen (15) days per year. Sick leave use must be authorized by the Chief of Police.
- (b) Such leave is to be utilized when an absence is caused by sickness or injury to the employee and up to four accumulated sick days may be used each year for the illness of a family member (parent, spouse or child).
- (c) The employee may accumulate the unused portion of his/her sick leave to a maximum of 200 days.
- (d) Sick leaves shall accumulate during personal days with pay, and during the time an employee is on authorized sick leave or vacation leave.
- (e) The Town of Weymouth Police Department Personnel Office shall maintain a record for each employee of all sick leave used and accumulated and used shall be made available upon request by the employee.
- (f) The Chief of Police may require an employee to furnish a doctor's note in order to be paid for sick leave for those employees who have used (5) five or more sick days in a calendar year.
- (g) Upon retirement, resignation or death, but not in the event of termination, an employee or his/her estate shall receive 20% of the value of his/her sick leave based upon his/her salary in effect at the time of his/her retirement or death; however, the total amount redeemed shall not exceed \$3,000.
- (h) If the amount of sick leave is about to be exhausted, an employee may make an application for an additional allowance. Such application shall be made to the Chief and additional sick leave not to exceed fifteen (15) days may be granted. If sick leave is denied, the employee may make an additional request to the Board of Selectmen. Upon returning to work the employee shall return to the Town one (1) day of every two (2) earned until the days advanced are restored to the Town.
- (i) Annual sick leave incentive program:

Employees who have been in active employment for not less than twelve (12) months during a fiscal year, that is, not on workers' compensation, on unpaid leave of absence for more than three (3) months or being employed for less than twelve (12) months during a fiscal year, shall be entitled to a sick leave incentive benefit based upon the following formula:

<u>Sick Leave Used</u>	
0 to less than 1 full shift	\$400.00
1 to 3 shifts	\$300.00
4 to 5 shifts	\$200.00

Payments according to the above shall be made in a lump sum during the month of July following the fiscal year in which the payment was earned. In addition, the payment shall be included in the employee's compensation for the purpose of retirement benefits.

Article VIII
Managements' Rights

The Town of Weymouth shall retain all the rights and authority it had prior to the signing of this Agreement, either by law, custom, practice, usage, or precedent to manage and control the operations of the dispatching in the Town of Weymouth and to determine methods and means by which the operations of said dispatching are to be carried on and to direct the members of this bargaining unit and to conduct the operations of the dispatching in any manner which, in its opinion, is in the best interests of the inhabitants of the Town, except as may be specifically modified by this Agreement or any amendment or extension hereof. Further, the Town retains the right to enforce discipline for violation of rules and other misconduct and to suspend or discharge its employees for just cause.

**Article IX
Holidays**

The following days shall be considered holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Patriot's Day	Columbus Day	

Each employee shall be granted eleven (11) paid holidays regardless of the day of the week on which they fall. Employees will have their holiday pay withheld and paid to them in a lump sum in the first pay period of November.

An employee who because of a rotation of shifts works different days in successive weeks shall be granted an additional days pay for each of the legal holidays listed in the preceding paragraph.

An employee may elect to take a day off in lieu of a day's pay for any legal holiday listed in the first paragraph of this Article. Employees who regularly work the day shift and indeed do work on any of the above holidays shall receive holiday pay equal to time and one-half their regular hourly rate or they make take time off in lieu of the pay for actually working the holiday. Employees regularly scheduled to work on a holiday, the day before or the day after the holiday who do not report to work on a holiday day will not receive the holiday pay for that day unless they can demonstrate that their absence was due to a legitimate reason provided in this Agreement.

Article X
Union Business Leave

All members covered by this Agreement, not to exceed one (1) per shift, who are members of the Union's Collective Bargaining Agreement shall be allowed time off for local business, negotiation, purpose of processing grievances, conferences with Town Administration, Chief of Department, without loss of pay or benefits, and without the requirements to make up said loss of time provided said time is approved in advance by the Chief of the Department.

One member of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Union for the purpose of presenting grievance when such activity takes place at a time during which such employee is schedule to be on duty.

Article XI
Rest Period

Each employee, during an eight (8) hour shift, will be granted one (1) thirty (30) minute break and one (1) ten minute break each shift. At the discretion of the watch commander, employees shall not leave the grounds when taking a break.

Article XII
LEAPS Representative

The Telecommunicator who is appointed as the LEAPS Representative for a three (3) years period will be paid a stipend of one thousand five hundred (\$1,500.00) dollars per years which shall be included in the employee's hourly rate of pay. The representative shall attend the state meetings and be paid at the rate of time and one -half for such meetings or be granted the time off without being charged if scheduled to work.

During the three (3) year appointment, the representative may be removed from the appointment for cause.

In the event that the LEAPS Representative position becomes vacant, as determined by the Town, said position will be posted.

In the event than no one in the bargaining unit accepts an appointment to serve as the representative, the Town may fill the position with a non-bargaining unit member.

Effective July 1, 2012 the stipend of \$1500 is restored as the stipend without any previously applied percentage increases and the back-up LEAPS Representative will receive an annual stipend of \$500.00.

Article XIII
Training

The Town may provide annual training which it determines to be necessary for all employees covered by this Agreement. In the event that the training is not scheduled during an employee's regular shift, he/she shall be compensated at the overtime rate of pay.

Whenever an employee is required to assist in the orientation of a new employee to the Weymouth Police Department Telecommunications area, said employee shall be compensated at the rate of time and one-half for one (1) shift.

Article XIV
Vacation

Vacation shall be granted on a seniority basis within shift. There will be allowance for an employee to split vacation if he so desires, and he will not be required to take successive weeks of vacation. Any employee may take one (1) week summer vacation if he so desires, and he will not be required to take successive weeks of vacation.

Requests for vacations must be made at least twenty-four (24) hours in advance. Any employee shall be entitled to take his vacation in part by taking individual days off.

No more than (1) employee per shift may be on vacation at one time unless the employee is able to secure a replacement. Whenever an employee swaps a shift with another employee, he/she must work the shift for which he/she swapped.

Vacations will be based on the employee's full time employment in the Town from the anniversary date of his initial employment. A weeks vacation shall consist of five (5) workdays. All vacation is granted with full pay

<i>CONTINUOUS EMPLOYMENT</i>	<i>VACATION TIME</i>
After six (6) months	1 week
After one (1) year	2 weeks
After five (5) years	3 weeks
After ten (10) years	4 weeks
After twenty (20) years	5 weeks

One (1) week of vacation may be carried over from one fiscal year to the next and that said week will not be available for buyback upon resignation or retirement.

Upon the death, retirement or resignation of the employee who is entitled to vacation under this article shall be paid to him/her or his/her estate for the vacation not used at the time of separation

Vacation under this article shall be taken from July 1 to June 30.

Those employees with four (4) or five (5) weeks of vacation must take one (1) week of vacation between January 1st and April 30th or one (1) week of vacation between September 15th and December 31st. Single day vacations may be used to satisfy this requirement.

Article XV
Work Week

Tour of duty shall be established on the basis of a four (4) day on and two (2) day off schedule.

Effective July 1, 2010, employees assigned to the 4-12 shift and the 12-8 shift shall receive a shift differential of eight (8%) percent.

The Hours of Work shall be in three shifts:

11:30 p.m. to 7:30 a.m.
7:30 a.m. to 3:30 p.m.
3:30 p.m. to 11:30 p.m.

The Chief shall retain the authority to change the start and end times of the shifts as he determines to be in the best interests of the department.

Whenever an employee is held over more than five (5) minutes beyond the end of his/her shift, the time shall be rounded to the next half hour for determining compensation.

Whenever an employee swaps a shift with another employee, he/she must work the shift for which he/she swapped.

Effective July 1, 2005, whenever a patrolman is assigned to work with a dispatcher covered by this agreement, the dispatcher shall receive an additional five (five%) percent for that shift or part of a shift.

In no event shall an employee be required to work more than a double shift.

Article XVI

Overtime

The following provisions shall govern the fair and equitable assignment of overtime and extra work:

Open shifts shall be determined by the Chief of Police or his/her designee and will be offered to bargaining unit members first. An exception will be made when the vacancy exists due to a bargaining unit member being on vacation or compensatory time off, in which case the vacancy shall be filled at the discretion of the Chief of Police or his/her designee, provided that if an employee not in this bargaining unit is hired it will not be overtime for that employee unless there is no other way to cover the vacancy. If the open shift is to be filled by a full-time telecommunicator on an overtime basis, the following procedure will be followed:

1. A daily list of all employees will be established. It will at first list all members by seniority. The most senior employee first with the most junior last. The list will begin July 1 of each fiscal year. All overtime hours worked or personally refused by the employee shall be compiled by the Personnel Officer of the Department and made available to all employees.
2. An employee who is on vacation or a lieu of a holiday may make himself available for overtime by written request to the Personnel Office. Otherwise, they will be considered unavailable for overtime work until they return to duty.

ASSIGNMENT OF OVERTIME SHIFTS

An overtime list shall be established listing the most senior employee first to the most junior employee. Once an employee works either four (4) or eight (8) hours of overtime, that employee will be placed at the bottom of the overtime list. If a new employee is added, that employee shall start at the bottom of the list. This list will not reset in the fiscal year.

COMPENSATION OF OVERTIME

Overtime compensation at the rate of time and one half for all hours worked over forty (40) hours actually worked in a work week. Approved personal days, vacation days and in lieu of holidays will be considered to be days worked for the purpose of determining overtime and sick days will not be considered to be a day worked.

In the event than an employee agrees to be compensated for overtime in compensatory time off, said compensatory time off will be capped at thirty-two (32) hours per fiscal year and can be taken at a mutually agreeable time. In addition, the granting of vacation time will take precedence over the granting of compensatory time off.

Employees may accumulate compensatory time off to a maximum of thirty-six (36) hours at a time; however, after enough time is used to go below thirty-six (36) hours, compensatory time may be accumulated to the maximum again.

Compensatory time off must be used by the end of the fiscal year in which it is earned, otherwise, the employee will be paid for time not taken.

Article XVII
No Strike Clause

The Union agrees that the members of the bargaining unit will comply with the provisions of Massachusetts General Laws, Chapter 150E, Section 9A which provides:
"It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slow-down or withholding of services by such employees."

Article XVIII
Personnel File

The personnel file shall include copies of any official personnel correspondence between the employer and the employee. The employee shall receive a copy of any adverse material placed in his file and shall have the right to file a statement in response to any such material placed in his personnel file. The employee may submit a written request to review his personnel file during normal business hours and request a copy of said file which shall be available within three (3) business days.

Article XIV Grievance and Arbitration

Any grievance between the parties which involves the application of this Agreement, the deposition of which is not provided for by the laws of the Commonwealth of Massachusetts, shall be adjusted in accordance with this procedure. The grievance procedure shall be informal and confidential at all times. Time limitations may be waived and or extended by mutual agreement of the parties. An aggrieved employee may have a Union Representative present at and participating in any level of the following procedures if he so requests.

1. The matter shall first be discussed between the aggrieved employee and his immediate superior in an effort to resolve the matter.
2. The grievance must be reduced to writing and presented to the Chief of Police by the earlier of seven (7) days after the first step discussion with the aggrieved employee's immediate superior or fifteen (15) days after the occurrence of the facts giving rise to the grievance or the date as of which the aggrieved employee or the Local had knowledge of or should have known of the occurrence of the facts giving rise to the grievance.
3. If after seven (7) days of the presentation of the grievance to the Chief of Police, there has been no satisfactory resolution, the Union on behalf of the employee, shall present the grievance in writing within ten (10) days if the day of receipt of the Chief's response by the President to the Mayor's office for his/her consideration.
4. If after twenty-one (21) days after the presentation of the grievance to the Mayor's Office, no satisfactory resolution has been made, then the Union, on behalf of the employee may request arbitration of the dispute in writing within thirty (30) days of the date of the receipt by the President of the Union of a response from the Mayor's office or his/her designee.
5. The arbitrator shall have the authority to settle only a grievance which concerns the interpretation and application of the agreement. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify this Agreement.
6. The arbitration shall be in accordance with the labor arbitration rules of the American Arbitration Association. The cost of the arbitration shall be shared equally by the parties.
7. The decision of the arbitration shall be final and binding upon all of the parties.
8. In arbitration is elected by an employee as the method of resolution of any grievance involving suspension, dismissal, removal, or termination, it shall be the exclusive procedure for such resolution, as provided in and by Section 8 of Chapter 150E.

Article XX
Health Insurance

Effective July 1, 2009, and pursuant to the PEC agreement of November 18, 2008, all health insurance coverage will be transferred to the Commonwealth of Massachusetts Group Insurance Commission (GIC). The Town will comply with all of the rules and regulations of the GIC.

Article XXI
Probationary Period

The first six (6) months of employment shall be considered a probationary period. During the probationary period, employees may be disciplined, dismissed or laid off without recourse to the grievance and arbitration process of this Agreement.

Article XXII
Wages

- Effective July 1, 2011, the salary schedule in effect June 30, 2011 shall be increased by two and one-half percent (2.5%);
- Effective July 1, 2012, all employees shall participate in direct deposit; and
- Effective July 1, 2012, the salary schedule in effect June 30, 2012 shall be increased by one (1%) percent.

Article XXIII
Alcohol and Drug Policy

It is the policy of the Town of Weymouth that the public has the absolute right to expect that persons employed by the Town will be free from the effects drugs and alcohol. The Town, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purpose of this policy shall be achieved in such a manner as not to violate any established constitutional rights of an employee of the Town.

Prohibitions:

Employees shall be prohibited from:

1. Consuming alcohol at any time during or just prior to the beginning of the work shift or anywhere on any Town premises or job sites, including Town buildings, properties, and vehicles while engaging in Town business.
2. Possessing, using, selling, purchasing or delivering any illegal drugs at any time and at any place outside of the line of duty.

Where the Town has cause to believe that: (a) an on-duty employee is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, the Town shall have the right to require the employee to submit to alcohol or drug testing as set forth in this agreement. The testing will be done while the employee is on duty. The foregoing shall not limit the right of the Town to conduct any testing it may deem appropriate for persons seeking employment as telecommunicators prior to their date of hire.

Order to Submit to Testing:

Within forty-eight (48) hours of the time the employee is ordered to testing as authorized by this Agreement, the Town shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Test to be Conducted:

In conducting the testing authorized by this agreement, the Town shall:

- Use only a clinical laboratory which is certified by the Commonwealth of Massachusetts to perform drug and/or alcohol testing.
- Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample

and test result. No part of the collection and testing procedures shall be performed by a Town employee.

- Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for laser testing if requested by the employee.
- Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration.
- Confirm any sample that test positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GM/MC) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory of the employee's choosing at the Town's own expense; provided the employee notifies the Town within seventy-two (72) hours of receiving the results of the test.
- Require that the laboratory report to the Town that blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the town inconsistent with understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Town will not use such information in any manner or form adverse to the employee's interests.
- Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing alcohol concentration of .06 or more based upon the grams of alcohol per 100 millimeters of blood shall be considered positive.
- Provide each employee tested with a copy of all information and reports received by the Town, upon receipt by the Town, in connection with the testing and the results.

Treatment/Discipline

- If an employee tests positive for alcohol as defined above the employee shall receive treatment from a treatment facility chosen and

paid for by the Town. The employee shall be disciplined but said discipline shall not include dismissal. The employee will be subject to random alcohol testing for twenty-four (24) months. The employee will be sent random tests while on duty.

- If an employee tests positive for drugs, the employee shall receive treatment from a treatment facility chosen and paid for by the Town. The employee will be disciplined but said discipline shall not include dismissal. The employee will be subject to random drug testing for twenty-four (24) months.
- A second positive test for either alcohol or drugs will result in discipline up to and including dismissal. The employee will have an opportunity to have an additional sample tested by a clinical laboratory of the employee's choosing at the Town's own expense; provided the employee notifies the Town within seventy-two (72) hours of receiving the results of the test.

Article XXIV
Safety and Health

The Town agrees to provide safe, clean, and stable surroundings in all places of employment. The Town agrees to comply with all applicable state laws and regulations concerning a safe work environment.

Article XXV
Longevity

Effective July 1, 2002, annual longevity payments will be made according to the following:

After ten (10) consecutive years of service	\$375
After twenty (20) consecutive years of service	\$750

Payments will be made at the conclusion of the fiscal year in which the employee reached the anniversary date set forth above.

Article XXVI
Evaluation

Evaluation procedure which shall utilize the attached procedure.

Article XXVII
Shift Bid

The Town shall post a shift bid for all dispatchers once a year within the month of December. The shift bid shall be posted for a minimum of fourteen (14) days. If a shift change takes place, whoever changes shifts will be granted a minimum of forty-eight (48) hours off before starting the new shift. The shift bid will be based on full-time employment with the Weymouth Police Department. If shifts are changed, changes will take place during the month of January.

Article XXVIII
Court Time

Any employee who attends court after his/her regular shift or on a day off as a witness for the Commonwealth of Massachusetts in a criminal case, or as a witness under subpoena in a civil case arising out of his/her employment as a Weymouth Police Dispatcher, will be paid overtime compensation at the rate of time and one-half for every hour or fraction of an hour which they attend court. In no event shall a dispatcher be paid less than three (3) hours for attending court.

Article XXVII
Duration

This Agreement shall become effective July 1, 2011, or at such later date as to certain provisions thereof as may be specifically referred to in this Agreement, and shall continue in full force and effect until June 30, 2013. If no agreement is reached before June 30, 2013, this Agreement shall remain in full force and effect until an agreement is reached for a successor agreement,

Signed this ___ day of _____, _____

Town of Weymouth

Weymouth Telecommunicators
