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OFFICE OF THE
TOWN MANAGER

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF STOUGHTON

AND

AFSCME, COUNCIL 93

EFFECTIVE JULY 1, 2016 - JUNE 30, 2019

AFSCME

PUBLIC SAFETY DISPATCH

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ARTICLE I
Recognition

The Town hereby recognizes AFSCME Council 93 as the exclusive representative and bargaining agent for following bargaining unit:

All regular, full-time public safety dispatchers of the Town of Stoughton Central Dispatch Department (Department 0217).

This agreement incorporates the entire understanding of the parties on all issues which were or could have been subject of negotiations. Any matter not specifically covered by this Agreement is not part of this Agreement unless it is covered by Town By-Law or Town Personnel By-Law or by statute, rules or regulations. If a Town By-Law or the Town's Personnel By-Law provides for a better benefit than this Agreement then the by-laws would apply.

ARTICLE II
Agency Service Fee and Dues Deduction

Section 1. Dues Deduction

The Town agrees to deduct union dues from the wages of employees covered by this Agreement who have authorized the deduction of said dues on an appropriate dues deduction form.

Section 2.

The Treasurer of the Union will certify to the Town, in writing, prior to January first of each year the current rate of the union dues. In addition, the Union shall provide the Town with notice, no later than June first, of those employees who have authorized the deduction of union dues. The union further agrees to indemnify and hold the Town of Stoughton harmless of any and all disagreements arising out of the deduction of union dues.

Section 3. Agency Service Fee

In accordance with M.G.L. c.150E, s. 12, the Town of Stoughton agrees to levy an agency service fee upon those employees covered by this Agreement who have not authorized dues deduction.

Section 4.

The Union agrees that it will indemnify and hold the Town of Stoughton harmless for any actions the Town is required to take pursuant to this provision.

ARTICLE III
No Strike Provision

The Union and its members, individually and collectively, agree that they will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage. The Union and its members, individually and collectively, agree that if there is a violation of this clause, any or all members violating this clause will, at the discretion of the Town, be subject to disciplinary action including discharge, suspension, loss of seniority, and the matter shall not be arbitrable.

ARTICLE IV
Management Rights

Nothing in this agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business, except where such rights are specifically modified or abridged by the terms of this agreement. This includes, but is not limited to the right to:

- add or eliminate departments;
- require and assign overtime;
- increase or decrease the number of jobs;
- change process;
- assign work and work to be performed;
- schedule shifts and hours to work and lunch or break periods;
- hire;
- suspend;
- demote;
- discipline, or discharge;
- transfer or promote;
- layoff because of lack of work or other legitimate reasons;
- establish rules, regulations, job descriptions, policies and procedures;
- conduct orderly operations;
- establish new jobs;
- abolish and change existing jobs;
- determine where, when, how and by whom work will be done;

except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through the Town Manager, Department Head, or other appropriate officials as may be authorized to act on the Town's behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the employees covered by this.

By way of example but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- to transfer, temporarily reassign, or detail employees to other shifts or other duties;

- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the Department, if any, and to add to or modify such regulations as it deems appropriate; provided, however, that the Town provides the Union with a copy of any new rules and, if the Union requests, bargaining over any changes in working conditions;
- to suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

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

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes with prior consultation with the Union.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's training and ability, regardless of whether the exact duty is listed in a written job description.

ARTICLE V

Disciplinary Action

Employees who have completed their probationary period may only be disciplined for just cause. The parties agree that the penalty for employees who engage in the following offenses shall be termination of employment:

- insubordination,
- theft of Town or another employee's property,
- falsification of time records,
- imbibing or being under the influence of alcohol on the job,
- use of or being under the influence of an illegal substance on the job,
- fighting while on the job, and
- disclosure of confidential matters.

The forgoing list is not intended to be exhaustive. Where circumstances warrant, termination of employment may be imposed by the Town in other cases as well.

ARTICLE VI

Employee Complaint Procedure

The parties recognize the necessity for harmonious labor relations. To that end a public safety dispatcher who feels that he has a complaint with respect to an alleged violation of this Agreement is encouraged to discuss said complaint informally with his immediate supervisor and/or department head in an effort to resolve said complaint amicably.

Should informal resolution prove unsatisfactory, said employee's recourse is set forth in Article VII.

ARTICLE VII

Grievances and Appeals

A grievance is a dispute concerning the interpretation, meaning, or application of this Agreement; except for any disputes concerning matters specifically excluded either as a subject matter for a grievance or specifically excluded from the Grievance and Appeal procedures by this Agreement. No individual employee or groups of employees may prosecute a grievance independently from the Union.

Step 1. A grievance must be submitted by the Union to the department head within fourteen (14) calendar days of when the Union or employee knew or reasonably should have known that the violation had occurred. The department head shall respond in writing within fourteen (14) calendar days of his/her receipt of the grievance.

Step 2. If the grievance remains unresolved after Step 1, it may be appealed by the Union to the Human Resources Director within fourteen (14) calendar days after receiving the decision of the Department Head or from when the Department Head's decision was due, whichever occurs sooner. The Human Resources Director may require a written statement from the aggrieved employee in such form and containing such information as he/she may require. The Human Resources Director shall schedule a meeting with the Union, employee and the Department Head to resolve the grievance and give notice to all parties including the Department Head of said meeting within seven (7) calendar days of receipt of the Union's appeal. After the close of the meeting, the Human Resources Director shall render a decision within fourteen (14) calendar days of the meeting.

Step 3. If the grievance remains unresolved after Step 2, the Union may appeal to the Town Manager within fourteen (14) calendar days after receiving the decision of the Human Resources Director or from when the Human Resources Director's decision was due, whichever occurs sooner. The Town Manager may require a written statement from the aggrieved employee in such form and containing such information as he/she may require. The Town Manager shall schedule a meeting to resolve the grievance and give notice to all parties including Department Heads of said meeting within twenty-eight (28) calendar days of the Union's appeal. After the close of the meeting, the Town Manager shall render a decision within fourteen (14) calendar days of the

meeting.

Step 4. If the grievance has not been settled at Step Three, the Union and only the Union may appeal it in writing to the American Arbitration Association within fifteen (15) calendar days of the date of the Town Manager's decision at Step Three or from when the Town Manager's decision was due, whichever occurs sooner. Failure to so appeal the grievance within said fifteen (15) days shall constitute a waiver of the grievance.

An arbitrator will be selected in accordance with the rules of the organization with which the appeal is filed. The expenses and fees of the arbitrator shall be equally shared.

The decision of the arbitrator shall be final and binding on the parties, provided, however, that the arbitrator shall have no authority to add to, to subtract from, to amend, modify or alter any of the terms of this Agreement.

A grievance that affects a group of employees, or is of a general nature, may be submitted, in writing, by the Union to the Human Resources Director directly and the processing of such grievance shall be commenced at Level Two.

The Union shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

All decisions shall be in writing, setting forth the decision and reasons therefore.

ARTICLE VIII

Union Activities

Section 1.

Union meetings may be conducted in Town buildings during non-work hours, provided that prior arrangements are made with the Town Manager or his/her designee.

Section 2.

The Union shall furnish the Human Resources Director and the Town Manager with a written list of its Local Officers and Shop Steward and shall, as soon as possible, notify them in writing of any changes therein. Only those Officers and Steward shall be recognized by the Town for purposes of joint meetings except that, at the Union's discretion, the Union may be represented by an international officer and/or Counsel.

ARTICLE IX

Wages

Section 1.

The Town and the Union agree that job classifications and wage scales shall be administered consistent with the existing Town of Stoughton Job Classification and Salary Schedule that is applied to all other full-time town employees. (See Attachment A for the applicable wage scale.) The Town and the Union agree that pursuant to said Job Classification Plan and Compensation Schedule the employees who are covered by this Agreement shall be classified as follows:

- Public Safety Dispatcher Grade 4

All step increases shall occur with the first payroll period on or after July 1 except for employees who have not successfully completed their six (6) month probationary period. Probationary employees shall not receive their initial step increase until the first of July that follows their successful completion of their six (6) month probationary period. Newly hired dispatchers shall begin their employment at the Step 1 rate.

Section 2.

The Union agrees to allow the Town to implement a bi-weekly payroll system. All bargaining unit employees shall participate in a Direct Deposit System for payroll checks.

Section 3. Shift Differential.

Effective upon ratification of this Agreement, Dispatchers whose regularly assigned shift includes the hours of 3:00pm to 11:00am shall receive an additional \$8.00 per shift for each such shift and Dispatchers whose regularly assigned shift includes the hours of 11:00am to 7:00am shall receive an additional \$10.00 per shift for each such shift. Said rates shall be increased to \$9.00 and \$11.00, respectively, effective July 1, 2017 and to \$10.00 and \$12.00, respectively, effective July 1, 2018.

ARTICLE X

Employee Evaluations

Section 1.

All observation of the work performance of an employee will be conducted openly with full knowledge of the employee. Employees will be given a copy of any evaluation report, on request, prepared by their superiors and will have the right to discuss such report with their superiors. Employees will be expected to fulfill all responsibilities of positions held and perform all duties.

Section 2.

The Union recognizes the authority and responsibility of the Town Manager or his/her designee, department heads and supervisors for reprimanding or disciplining an employee for delinquency of performance based on a performance evaluation. If an employee is to be reprimanded or disciplined by a member of the administration, he will be entitled to have a representative of the Union present.

Section 3.

No non-probationary employee will be disciplined, reprimanded, reduced in compensation or deprived of any advantage without just cause. A copy of discipline and evaluation shall be forwarded to the shop steward at the time it is sent to the employee. The Union agrees that these documents will only be discussed with the employee concerned.

Section 4.

Any contention that any evaluation is arbitrary or discriminatory may be raised as a grievance, but not subject to arbitration.

Section 5.

Provided that at least six (6) months have passed since the receipt of the discipline based on

a performance evaluation and no further discipline has occurred within that period, any individual employee may petition his or her supervisor for a new performance evaluation and based on the new evaluation to request removal of the discipline from his or her personnel file. The decision as to whether the discipline shall be removed is solely within the discretion of the Employer and is not grievable nor does it constitute a future precedent under this Agreement.

ARTICLE XI

Insurance and Retirement Benefits

Section 1. Group Health and Life Insurance Plan

Each employee shall be entitled to the Group Insurance plan which has been accepted by the Town in accordance with Massachusetts General Laws, Chapter 32B. The Town will deduct the employee's share for Group Health Insurance on payroll checks for participating members on receipt of the proper authorization.

Section 2. Section 125 "Cafeteria Plan"

The Town agrees to allow the members of the bargaining unit to participate in a so-called "Cafeteria Plan" established pursuant to Section 125 of the Internal Revenue Service Code in order to allow such employees to utilize pre-tax income to pay their contributions toward the premium cost of health and life insurance pursuant to Massachusetts General Laws, Chapter 32B.

Section 3. Workplace accidents

Any employee who is injured in the course of his employment must report the injury to the department head within twenty-four (24) hours of the injury and must report it in writing to the Town Manager or his/her designee within forty-eight (48) hours of the injury. Such report must describe the location of the injury, how the injury occurred and the nature and extent of the injury to the best of the employee's knowledge.

ARTICLE XII

Work Schedules

Section 1. Work Schedule

The regular work week for employees assigned to the Fire Department and Police Department shall be maintained in accordance with the current practice of those respective Departments. The Town reserves the right to transfer any employee from one shift to another in an emergency or other situation which serves the best interests and public safety of the Town. Such transfers, however, will not be made to circumvent payment of overtime wages. Swapped tours of duty or work shifts between individual employees must be approved at least 24 hours in advance.

At no time shall an employee end their shift without being properly relieved by another public safety dispatch employee unless authorized to leave by the Town Manager, his/her designee, or public safety dispatch supervisor.

Section 2. Overtime

Employees may be required to work overtime. An employee shall receive overtime pay at the rate of one and one-half times the employee's regular hourly rate of pay whenever the employee works outside of his/her regular work shift and for all hours worked in excess of forty (40) in a seven (7) day work week cycle. Swapped tours of duty or work shifts between individual employees shall not be eligible for overtime nor be included in the computation of overtime.

No overtime shall be performed by any employee covered by this Agreement unless prior approval is obtained from the department head or the Town Manager, or his/her designee, unless in an emergency in which time does not permit prior approval.

The Town Manager or department head shall have the right to require reasonable overtime in emergency situations of which the Town Manager or his/her designee shall be the sole judge. This Article shall not be applied in an arbitrary and capricious manner. Any employee who is on vacation shall be exempt from this provision.

The department head or his/her designee shall establish an overtime roster from which overtime will be assigned in a fair and equitable manner. If a required overtime slot is not filled by a volunteer, the department head or his/her designee will assign the overtime in reverse order of seniority, using the same roster.

Section 3. Call Back Pay

When full-time employees are required to return to work after completing their normal day's work, and work less than two hours upon their return, they shall be compensated at time and a half for no less than two hours.

When full-time employees are required to return to work after completing their normal day's work, and work two hours or more upon their return, they shall be compensated at time and a half for the actual number of hours worked.

ARTICLE XIII

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 six (6) month probationary period, and his seniority shall then date from the beginning of his employment. An employee who transferred to a position outside the bargaining unit will forfeit his position if he has not returned to his position within six months. This will not apply to a member who has been involuntarily transferred to a position outside the bargaining unit.

ARTICLE XIV

Vacancies and Job Postings

Whenever any job opening or vacancy in a position occurs, it will be posted by the Town by means of a notice placed on the Town Bulletin Board and bulletin boards in the Town buildings in which dispatchers work for a period of at least seven (7) days.

Such postings shall include but not limited to the following:

- a. Job title
- b. Pay rate in accordance with the Compensation Plan

- c. Summary statement of duties
- d. Direction on where and how applications may be filed
- e. Deadline for filing application
- f. Contact Person
- g. EEO/AA (Equal Employment Opportunity/Affirmative Action)

All qualified employees will be given opportunity to make application for such positions, and the Town agrees to give consideration to the competency and other attainments related to the position of all applicants.

The application of the person hired will be filed in the employee's personnel file. A Personnel Action Form with the required approvals will be submitted to the Town Treasurer prior to issuance of a salary payment for a new employee or a pay rate change for an incumbent employee.

Funding for a new position must be approved by Town Meeting prior to advertising said position.

ARTICLE XV

Physical Examination and CORI Verification

All employees currently employed at the execution of this contract may be required to undergo and pass a physical examination satisfactory to the Town. Such exam may be a "fitness for duty" examination which may include a PEPCAS test and drug screening. In such cases, the examining physician shall be appointed by the Town and the examination shall be at the expense of the Town. The examining physician shall advise the Town as to whether, in their opinion, the applicant is physically qualified to perform the duties of the position. All employees currently employed at the execution of this contract will be fingerprinted and be subject of a complete background investigation including a criminal background check or CORI check. All present employees may be discharged upon determination by the Town that the applicant or employee provided false information, did not pass a "fitness for duty" examination or a criminal background check.

The department head, the Town Manager, or his/her designee may, in his/her discretion, require employees covered by this Agreement to submit to a physical examination for the purpose of determining an employee's continued fitness for duty. It is specifically understood that the Town shall select the physician and pay for said physicals. There shall be no decrease in pay for undergoing an aforementioned physical during work hours.

ARTICLE XVI

Probationary Period

The first full six months of employment of full time employment shall be considered a probationary period. An employee during this probationary period shall be considered an employee at will. During the probationary period, an employee will be required to demonstrate, by conduct and actual performance of the duties, fitness for the position to which they were appointed. At any time during a probationary period, the Town may terminate an employee without the requirement of a hearing although notice of the reason(s) will be provided upon lawful request.

ARTICLE XVII
Reduction in Force

In the event that, for reasons of economy, it becomes necessary to reduce the number of employees, the Town, in determining which of its employees are to be terminated, will take into consideration the qualifications of such employees and their seniority in that order. Where, in the opinion of the appointing authority, the qualifications are substantially equal, employees will be terminated in the order of reverse seniority as employees of the department. An employee whose employment date with the Town is the same as another employee shall be terminated upon the Department Head's evaluation of each employee's overall work performance. Employees whose employment is to be so terminated will be notified in writing of such termination no later than 30 days prior to the termination of their employment. Employees, whose employment is so terminated, will be considered for reemployment by the Town in the inverse order of their termination for a period of one (1) year from the effective date of their termination, if they inform the appointing authority in writing of their desire to be considered. An employee, who is re-employed by the Town within said one (1) year period after termination under the provision of this Section, shall have the unused sick leave accumulated at the time of termination restored.

ARTICLE XVIII
Uniforms

Employees covered by this Agreement will be required, as a condition of employment, to wear uniforms as determined by the employer when on duty. In July of each year, employees shall be issued payment in the amount of \$350.00 for the purpose of purchasing uniform items and maintaining the uniform in proper condition. For FY 2017, said payment shall be offset for each employee by whatever uniform payments had already been paid to the employee and by whatever uniform items had already been purchased for the employee prior to this Agreement approved by Town Meeting. Uniforms are to be worn only to and from work, and during paid working hours when practicable.

ARTICLE XIX
Employee Benefits

Employee benefits provided by the Town are an item of cost to the Town and a form of indirect pay for the employee.

Paid Holidays

The designated holidays are:

- NEW YEAR'S DAY
- MARTIN LUTHER KING, JR. DAY
- PRESIDENTS' DAY
- PATRIOTS' DAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- COLUMBUS DAY
- VETERANS DAY
- THANKSGIVING DAY
- CHRISTMAS DAY

For each of the holidays listed above, employees will receive payment at their straight time rate in two (2) lump sums, i.e. December and June. An employee who performs work on one of the holidays designated in this section shall be paid at their straight time rate for such day or fraction thereof. For purposes of this section, a day for dispatchers in the Fire Department will be measured as twelve (12) hours and that a day for dispatchers in the Police Department will be measured as eight (8) hours.

Sick Leave

Each employee shall earn sick leave credit with pay at the rate of 10.6666 hours for each month of continuous employment with the Town, to a maximum of 128 hours per fiscal year. This time shall be saved for use when an employee cannot report for work due to personal sickness or injury. Use of such accumulated sick leave credit is allowed only after the employee has completed his/her probationary period. Only employees who have completed their probationary period may be compensated for absence for sick leave reasons under provisions of this subsection.

The maximum amount of sick leave credit that may be accumulated is one thousand six hundred (1600) hours. Employees will accumulate sick leave on a monthly basis, on the last day of each full month worked. Use of more than three consecutive days of sick leave must be reported to the Human Resources Director. Department Heads are responsible for maintaining records of sick leave days accumulated and used for all eligible employees within the Department and reporting same to the Human Resources Director.

Any sick leave of a duration of more than three (3) consecutive days, or when the total number of sick days used exceeds seven (7) for the fiscal year, if the Town Manager so requests, shall be substantiated by a doctor's certificate at the employee's expense prior to the payment of sick leave. Said certificate shall include a release to return to work noting the employee's job title and/or duties. The Town Manager may in his discretion require a medical examination prior to the payment of sick leave to any employee who reports his/her inability to report for work because of illness; this required examination shall be at the expense of the Town by a physician designated by the Town Manager. Employees returning from a sick leave or disability leave may be required to have a physical examination to determine their capability to perform satisfactorily their regular work without endangering themselves or their fellow employees.

Sick Leave Buyback

At such time as an employee dies or receives an approved retirement from the Norfolk County Retirement System, said employee (or employee's estate) will be entitled to a payment for buy-back of accumulated sick leave in excess of 800 hours as follows:

- From 801-960 hours inclusive qualify at 10% of base hourly rate;
- From 961-1120 hours inclusive qualify at 15% of base hourly rate;
- From 1121-1280 hours inclusive qualify at 20% of base hourly rate;
- From 1281-1440 hours inclusive qualify at 25% of base hourly rate;
- From 1441-1600 hours inclusive qualify at 30% of base hourly rate.

Sick Leave Bank

On occasion, the Union may request permission from the Town Manager or his/her designee for volunteering members of the bargaining unit to donate one (1) day (8 hours) of sick leave to another member who has an extended period of illness, disability or

injury and who has exhausted his/her current and accumulated sick leave. The provisions of this Article shall not be subject to the grievance and arbitration procedure.

- A. The purpose of the Sick Leave Bank is to provide extended sick leave coverage to any public safety dispatch employee who has exhausted his/her sick leave and who is a member of the Sick Leave Bank pursuant to Paragraph B below. A public safety dispatch employee may access the Sick Leave bank for absences due to or resulting from an extended and/or serious injury, illness or disability. An employee is eligible to join the Sick Leave Bank after three years of full-time employment, but must contribute one day of his/her accumulated sick leave to the Bank by the first of July following his/her third year of employment as a condition of joining the Bank.
- B. The Bank will be administered by a committee of four persons, the Town Manager or his/her designee, the Human Resources Director and two members representing the Union to be known as the Public Safety Dispatch Sick Leave Bank Committee.
- C. All requests for the use of sick days from the Public Safety Dispatch Sick Leave Bank shall be directed to the Public Safety Dispatch Sick Leave Bank Committee. The Public Safety Dispatch Sick Leave Bank Committee may approve a request for the use of sick leave bank days in an amount up to twenty (20) days (160 hours). The total grant of Public Safety Dispatch Sick Leave Bank days shall not exceed ninety-six (96) days (768 hours) per illness, injury or disability. A request for the use of sick bank days must be accompanied by an application and medical documentation. Any requests for an extension of Public Safety Dispatch Sick Leave Bank benefits must be accompanied by a new application and current medical documentation.
- D. In acting upon requests for sick days from the Public Safety Dispatch Sick Leave Bank, the Public Safety Dispatch Sick Leave Bank Committee shall utilize the following criteria:
 - 1. Adequate medical evidence;
 - 2. Prior utilization of sick leave and/or the Sick Leave Bank;
 - 3. Reasons for and propriety of prior use of sick leave; and,
 - 4. The member's intent to return to service.
- E. In order for a member to be eligible for sick leave bank benefits in a fiscal year, he/she must return to work for a period of time at least as long as the period for which he/she received benefits. The Public Safety Dispatch Sick Leave Bank Committee may waive this provision in extraordinary circumstances.
- F. The decisions of the Public Safety Dispatch Sick Leave Bank Committee are final and not subject to the grievance and arbitration procedure.
- G. When the Public Safety Dispatch Sick Leave Bank drops below seventy (70) days (560hours), all members of the sick leave bank must contribute one (1) day (8 hours) of sick leave to the bank on the first workday of the following month. On July 1 of each fiscal year, each member will automatically donate a day to the bank if the bank

dropped below forty-eight (48) days in the month of June. In no case shall the bank be allowed to exceed one hundred fifty (150) days.

H. Any member currently receiving sick leave benefits may continue to be eligible for sick leave bank benefits even though the bank drops below forty-eight (48) days and the member does not have a day to contribute to the Public Safety Dispatch Sick Leave Bank. He/she will automatically have a day of sick leave deducted and contributed to the Bank as soon as he/she has earned a sick day.

I. Any unused days given to a member of the union through the sick bank must be returned to the bank when the member returns to work.

Vacations

Employees will accumulate vacation on a fiscal year basis in accordance with the provisions of this section listed below. Employees are eligible for vacation as follows:

- After completing six (6) months of continuous service, the employee is eligible for 8 hours of paid vacation at a base hourly rate of pay for each full month of continuous service to the Town from the date of hire up to the total of 80 hours.
- After one (1) year and up to a maximum of five (5) years of service, the employee is eligible for 6.6666 hours of paid vacation at a base hourly rate of pay for each full month of continuous service provided to the Town, but not to exceed a maximum of 80 hours.
- After five (5) and up to a maximum of ten (10) years of service, the employee is eligible for 10 hours of paid vacation at a base hourly rate of pay for each full month of continuous service provided to the Town, but not to exceed a maximum of 120 hours.
- After ten (10) years of service and up, the employee is eligible for 13.3333 hours of paid vacation at a base hourly rate of pay for each full month of continuous service provided to the Town, but not to exceed a maximum of 160 hours.

The Town Manager at his/her discretion may credit a newly hired employee for time in service to another community or the Commonwealth up to a maximum credit of nine (9) years.

Vacation time shall not be cumulative from year to year except for 80 hours which may be held over to be used within three (3) months of the end of the Fiscal Year in which they were otherwise to be taken. The Town Manager, after consultation with the Human Resources Director, may extend the period of vacation carryover for an individual employee if it is in the best interest of the Town.

The choice of vacations shall be on the basis of seniority in the department and approved by the department head. Department heads shall post the vacation schedule annually.

In case of retirement or termination of employment, the employee shall be paid for all accrued vacation time earned up to the termination date.

Bereavement Leave

Employees shall be given up to five (5) consecutive working days leave with a normal day's pay for the purpose of making arrangements and attending the funeral of a member of his/her

immediate family which is defined as: mother, father, spouse, mother-in-law, father-in-law, grandparent, sister, brother, child, grandchild, or step-child of the employee or any live-in family member. Employees shall be given one (1) day leave with pay for the purposes of attending the funeral of the employee's aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

Jury Duty Leave

An employee called for jury duty shall be paid by the Town an amount equal to the difference between the compensation paid the employee for a normal working period and the amount paid by the court excluding any allowance for travel and lodging, upon presentation of an affidavit of jury pay granted.

Court Leave

If an employee is summoned to appear in court as a witness for the Town or for an incident occurring during working hours not involving the employee as a defendant, he shall receive full compensation for any time lost and shall return to the Town such fees as he may collect.

Employees may be granted leave without pay for the purpose of appearing in court as a defendant or litigant in their behalf or in cases not involving the Town with prior approval of the Town Manager or his/her designee.

Military Leave

Employees who are in the Armed Services Reserves, National Guard, or Air National Guard and are called to temporary military duty not exceeding two (2) weeks in any twelve (12) month period, shall receive the difference in pay between their regular Town pay and their Military pay. Vacation days accrued will not be affected by military duty. This provision does not include payments to members of the National Guard who may be mobilized during an emergency in the Commonwealth. Proof of service shall be submitted to the employee's Department Head and a copy to the Human Resources Director. Employees, who are in the Armed Services Reserves, National Guard, or Air National Guard and are called to active federal military duty, shall receive, pursuant to MGL Chapter 137, the difference in pay between their regular Town pay and their Military pay. This shall not include shift differential pay, hazardous duty pay, overtime pay, or any additional compensation. Vacation days accrued, sick leave, absence for personal reasons, or other leave with pay benefits will not be reduced or affected by military duty. Said employee shall not lose any seniority status while on duty.

Personal Leave

Absence for personal reasons up to two (2) shifts per fiscal year may be granted to employees. Personal leave will not be taken in less than one (1) hour blocks. This leave may be taken at any time of the year upon the employee's request with the approval of the Department Head. When possible, the employee must request from the employee's immediate supervisor the personal day leave at least forty eight (48) hours in advance. A supervisor may not question the reason for personal leave nor may he/she deny such a request except for scheduling problems. Only employees who have completed their probationary period may be compensated for absence for personal reasons under provisions of this sub-section.

Leave of Absence

A leave of absence may be granted by the Department Head with the approval of the Town Manager but shall be without compensation and earned benefits. A leave of absence, of over three (3) months duration, except military leave, shall be considered a break in employment and on return to work the employee shall have the status of a new employee unless an extension of leave

beyond three months has been authorized by the Town Manager in advance. Only employees who have completed their probationary period may be granted leaves of absence under provisions of this sub-section.

Unauthorized Leave of Absence

Any employee absent without authorization for three (3) consecutive working days shall be terminated from the payroll for abandonment of his/her position.

Earned Time

Any employee with perfect attendance at work in four (4) consecutive calendar months shall have one (1) full day added to their vacation time as earned time, up to a maximum of three (3) days per fiscal year. This additional time must be taken in the same calendar year that it is earned.

ARTICLE XX

Longevity

Section 1.

The Town agrees that compensation for longevity shall be paid in the following manner:

Effective July 1, 2016, longevity payments shall be as follows:

- A. After five (5) years of service – five hundred dollars (\$500.00) per year;
- B. After ten (10) years of service – seven hundred and fifty dollars (\$750.00) per year;
- C. After fifteen (15) years of service – one thousand dollars (\$1,000.00) per year;
- D. After twenty (20) years of service – one thousand two hundred and fifty dollars (\$1,250.00) per year;
- E. After twenty-five (25) years of service – one thousand seven hundred and fifty dollars (\$1,750.00) per year.

Section 2.

The Town agrees that each eligible employee shall receive payment on the last payroll period in November.

ARTICLE XXII

Licenses and Certifications

All public safety dispatchers shall be required as a condition of their employment with the Town to possess and maintain all licenses, certificates or qualifications that are necessary for the performance of the duties of their positions with the Town.

To help effectuate the purpose of this section, the Town agrees to pay or to reimburse current employees for the cost of any license, certificate, or qualifications tests for the first time the employee takes said test; and to pay or to reimburse each employee for the cost of the preparatory course offered the first time the employee takes said course. Should the employee fail the test for any license, certificate, or qualification and wish to retake the preparatory course for said test, the employee will be responsible for the cost of the course and the test.

ARTICLE XXIII

Professional Development and Tuition Reimbursement

Subject to the prior approval of the Town Manager or his/her designee as well as the availability of funding, employees may request reimbursement for legitimate expenses they expect to incur as a result of attendance at courses, seminars or other events which would further their professional development in job related skills. Refusal of any such request shall not be subject to the grievance and arbitration procedures contained herein.

ARTICLE XXIV

Substance Abuse

Section 1. Testing Upon Reasonable Suspicion

Whenever the department head has reasonable suspicion of possible substance abuse, he may require an employee to undergo a screening test. The department head shall notify both the employee and a union representative that he is ordering the test. Reasonable suspicion is defined as a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties may be impaired. Reasonable suspicion shall be based on information or objective facts obtained by the department and the rational inferences that may be drawn from those facts. The credibility of the sources of information, the reliability of the information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

Section 2. Review Committee

In the event that the individual employee disputes the existence of cause for reasonable suspicion, he or she shall forthwith provide a split urine sample as directed by the department head and may simultaneously request a review of whether or not cause for reasonable suspicion exists. The split sample shall be held pending the Committee's decision. Such review shall be undertaken within 24 hours of the request by a Review Committee, composed of either the Human Resources Director or his/her designee and a member selected by the union. If those two members cannot reach a decision, they shall bring in a neutral member to resolve the impasse. The parties shall arrange for a neutral member to be available in accordance with the provisions of this paragraph. The department head will present evidence of reasonable suspicion to the review committee. The Committee will render a determination within 24 hours of the presentation of the evidence. The determination shall be final, unreviewable, and not subject to grievance and arbitration procedures. If the Committee determines reasonable suspicion exists, then the split sample will be sent to a NIDA approved facility for testing of one part of the sample. If the test results are positive, the employee, at his or her own expense, can have the second part of the split sample sent out for testing to a different NIDA approved facility. If the results are positive again, the results are final. If the second test comes back negative, then the employee is reimbursed the costs of the second test by the Town, his/her personnel file will be expunged of the incident, and the samples are to be destroyed.

Section 3. Testing Protocol

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to existing collective bargaining agreements, where applicable, or according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines, where applicable, and will include a screening test; a confirmation test; the opportunity for a split sample; review by an appropriate appointee or Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. All drug-testing information will be maintained in separate confidential records.

The substances that will be tested for are, but not limited to: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Barbiturates, Benzodiazepines, Methaqualone, Methadone, Propoxyphene, and Nicotine.

Testing for the presence of alcohol will be conducted by analysis of breath and blood.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Section 4. Treatment of the Employee

An employee who tests positive shall be provided the opportunity to enroll in a rehabilitation program. The program shall include in-patient treatment medically appropriate, and shall include appropriate outpatient follow-up therapy. The employee shall, for a period of one year after the incident, be subject to random testing with said random testing to be coordinated by the department head and of the rehabilitation team. If, upon the completion of the rehabilitation program or two years from the original incident, whichever is longer, the employee did not have any further occurrences of substance abuse, references to this incident will be expunged from his/her personnel file.

Section 5. Discipline

Any employee, who tests positive, during the two year random testing period will be subject to a ninety day suspension for the first offense and a 2nd positive test will result in termination.

The Town and the Union mutually commit themselves to implement and support this policy toward the common goal of preserving public safety and the rehabilitation of employees. An employee may be subject to discipline in accordance with the just cause standard where 1) the employee has used, bought, or sold drugs, 2) the employee has violated the terms of the rehabilitation program, or 3) the employee has engaged in other misconduct in conjunction with drug use.

ARTICLE XXV Severability

To the best knowledge and belief of the parties, this Contract contains no provision which is contrary to Federal Law or State Law. Should, however, any provision of this Agreement, at any time during its life, be held by a court of competent jurisdiction to be in conflict with Federal or State Law, then either party shall have the right to open discussions with the other party with a view to the elimination and/or modification of such provision. In the event of any provision of this Agreement thus being held inoperative, the remaining provisions of the

Agreement shall, nevertheless, remain in full force and effect. If any provision which has been excluded from this Contract solely because of the restrictions of the law is determined either by a legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then both parties shall meet and restore such provision to the extent permitted.

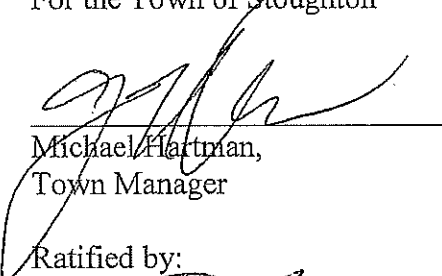
ARTICLE XXVI
Duration of the Agreement

This agreement shall become effective on July 1, 2016 and shall remain in effect until June 30, 2019. Not sooner than January 1, 2019, the Town and Union agree to enter into negotiations for a successor agreement.

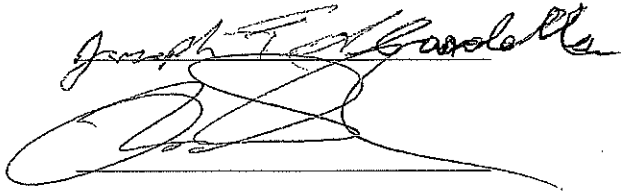
In Witness Whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on November 7, 2016.

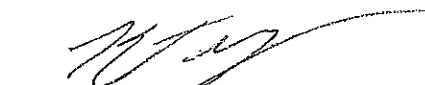
For the Town of Stoughton

For the Union,
AFSCME, Council 93



Michael Hartman,
Town Manager





Ratified by:
Board of Selectmen

