

BERKSHIRE COUNTY
SHERIFF'S OFFICE
COMMUNICATIONS CENTER

and

I.U.E.

July 1, 2017 – June 30, 2020

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
APPENDIX A GRIEVANCE FORM	23
APPENDIX B SICK LEAVE AFFIDAVIT	25
APPENDIX C SALARY SCHEDULE	26
CALL IN PAY	7
COMPENSATORY TIME	7
31 COPE CONTRIBUTION & CHECK-OFF	18
29 COURT TIME	16
11 DAYLIGHT SAVINGS TIME.....	6
9 DISCIPLINARY ACTION.....	5
40 DURATION.....	21
36 EDUCATIONAL INCENTIVE.....	19
18 FAMILY MEDICAL LEAVE.....	12
17 FUNERAL LEAVE.....	12
8 GRIEVANCE PROCEDURE.....	3
LEVEL I - County Communications Administrator	
LEVEL II - Assistant Deputy Superintendent	
LEVEL III Sheriff.....	4
LEVEL IV - Arbitration.....	4
General Provisions	5
26 HEALTH AND SAFETY.....	15
14 HOLIDAYS	9
11 HOURS OF WORK.....	6
24 INSURANCE.....	15
20 LAYOFF	14
38 LONGEVITY	20
25 MANAGEMENT'S RIGHTS CLAUSE.....	15
39 MILEAGE REIMBURSEMENT	21
7 NON-DISCRIMINATION	3
27 NO STRIKE, NO LOCK-OUT CLAUSE.....	16
12 OVERTIME AND CALL IN PAY.....	6

<u>ARTICLE</u>	<u>PAGE</u>
4 PAYROLL DEDUCTION OF AGENCY SERVICE FEE	2

22	PERSONAL INFORMATION	15
15	PERSONAL LEAVE.....	11
	PREAMBLE	1
5	PROBATIONARY PERIOD CLAUSE	2
21	RECALL FROM LAYOFF	14
1	RECOGNITION	1
32	RULES AND REGULATIONS	19
34	SAVINGS CLAUSE.....	19
10	SENIORITY RIGHTS	6
16-A	SICK LEAVE	11
16-B	SICK LEAVE BUYBACK UPON RETIREMENT.....	12
6	TRIAL PERIOD CLAUSE.....	3
37	TUITION REMISSION.....	20
28	UNIFORM/DRESS CODE.....	16
3	UNION DUES/AGENCY SERVICE FEE	1
2	UNION REPRESENTATION.....	1
23	UNION STEWARDS	15
13	VACATIONS	7
35	VOIDABLE WAIVER	19
30	WAGES	17
19	WORK RELATED INJURY	14
33	ZIPPER CLAUSE	17

PREAMBLE

THIS AGREEMENT between the Berkshire County Sheriff's Communications Center, hereinafter referred to as the "Employer", and the I.U.E.-C.W.A., hereinafter referred to as the "Union", is entered into on this _____ day of June, 2018. The only provision of this Agreement that shall be retroactive (if approved and funded by the Commonwealth) is the increase to direct wages retroactive to July 9, 2017.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to hours and other conditions of employment as set forth in this Agreement for all regular, full-time and regular, part-time dispatchers employed by the Berkshire County Sheriff's Communication Center excluding all per diem, administrative, supervisory, managerial, confidential employees and all other employees employed by the Berkshire County Sheriff's Department.

ARTICLE 2 - UNION REPRESENTATION

The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and shall act, represent and negotiate agreements and bargain collectively for all employees within the bargaining unit and shall be responsible for representing the interests of such employees without discrimination and without regard to whether or not said employees are Union members.

ARTICLE 3 - UNION DUES/AGENCY SERVICE FEE

During the term of this Agreement, the Employer will deduct Union dues from employees' paychecks on a monthly basis provided those employees have submitted to the Director of Finance signed authorizations for such deductions stating the amount to be deducted in accordance with G.L. c. 180, § 17A. The Director of Finance shall transmit such dues deductions to the Treasurer of the Union together with a list of employees whose dues are being transmitted, provided the Director of Finance has been presented with satisfactory evidence that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of Revenue, for the faithful performance of his/her duties in an amount satisfactory to the Director of Finance.

An employee may withdraw his/her dues check-off authorization by giving at least sixty (60) days notice in writing to the Sheriff, the Director of Finance and the Treasurer of the Union.

The Union shall indemnify the Employer, its authorized agents and the Commonwealth for any and all liabilities or damages incurred in complying with this Article. The Union shall indemnify the Employer, its authorized agents and the Commonwealth against any fees or expenses involved in defending any administrative or court litigation concerning the implementation, application or interpretation of this Article.

ARTICLE 4 - PAYROLL DEDUCTION OF AGENCY SERVICE FEE

During the term of this Agreement, the Employer will deduct an agency service fee from employees' paychecks on a monthly basis provided those employees have submitted to the Director of Finance signed authorizations for such deductions stating the amount to be deducted. The Director of Finance shall transmit such deductions to the Treasurer of the Union together with a list of employees whose agency service fees are being transmitted provided the Director of Finance has been presented with satisfactory evidence that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of Revenue, for the faithful performance of his/her duties in an amount satisfactory to the Director of Finance. No such fees shall be deducted until the Union has given written certification to the Director of Finance that it has complied with the requirement of G.L. c. 150E, § 12 and the regulations enacted pursuant thereto.

An employee may withdraw his/her agency service fee check-off authorization by giving at least sixty (60) days notice in writing to the Sheriff, the Director of Finance and the Treasurer of the Union. However, employees, who elect not to pay Union dues, shall be required, as a condition of employment, to pay an agency service fee on or after the thirtieth (30th) day following the beginning of employment as a regular, full-time or regular, part-time employee in the bargaining unit or the effective date of this Agreement, whichever is later, in accordance with G.L. c. 150E, § 12.

The Union shall indemnify the Employer, its authorized agents and the Commonwealth for any and all liabilities or damages incurred in complying with this Article. The Union shall indemnify the Employer, its authorized agents and the Commonwealth against any fees or expenses involved in defending any administrative or court litigation concerning the implementation, application or interpretation of this Article.

ARTICLE 5 - PROBATIONARY PERIOD CLAUSE

A newly hired employee, during his/her first twelve (12) consecutive working months, shall be a probationary employee and shall not accrue any seniority in the bargaining unit. During his/her probationary period, the employee will not acquire any seniority and will not be entitled to receive pay for any of the fringe benefits set forth in this Agreement that fall within his/her probationary period (except as expressly provided herein or as mandated by law). During the probationary period, the Employer may discharge the probationary employee and terminate his/her employment in its sole judgment without recourse by said employee or the Union, and the Employer's action shall not be subject to the grievance or arbitration provisions of this Agreement. If the Employer retains said employee after the completion of his/her probationary period, his/her seniority date in the bargaining unit shall be computed from his/her most recent date of appointment as a permanent employee in the bargaining unit.

ARTICLE 6 - TRIAL PERIOD CLAUSE

Any employee promoted or transferred to a higher rated job classification shall be allowed a demonstrable period of up to three (3) months to determine if he/she is qualified for the new job. If, during the first thirty (30) days of said demonstrable period, said employee fails to show that he/she qualifies for the new job, he/she shall have the right to return to his/her former job, through self-disqualification. The Employer shall have the right to return him/her to his/her former job at any time during the demonstrable period.

ARTICLE 7 - NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any person with respect to hours of work, assignment, or any other matter because of race, color, religion, national origin, gender, sexual orientation, age, marital status, Union membership, agency fee status or handicap of a person who is otherwise qualified.

ARTICLE 8 - GRIEVANCE PROCEDURE

Any grievance or dispute, which may arise between the Parties, will be handled in the following manner:

LEVEL I - Administrator of County Communications

If an employee is aggrieved by any action or inaction of the Employer, he/she shall file a written grievance with the Administrator of County Communications, or his designee, within five (5) calendar days of occurrence or incident giving rise to the grievance or the date the employee or the Union reasonably should have been aware of the occurrence or incident.

The Administrator of County Communications shall respond in writing to the grievance within five (5) calendar days from receipt of said grievance.

All grievances shall be submitted on the approved form (Appendix A). The written grievance shall contain a statement of the grievance, all supporting facts which are known to the employee(s) or the Union, the specific provisions of the Agreement alleged to be violated, and the specific remedy requested.

LEVEL II - Assistant Superintendent

In the event that the grievance is not satisfactorily resolved at Level One or if the Administrator of County Communications has failed to render a decision within the specified time period, the grievant and/or Union representative shall present the grievance, in writing on the designated grievance form, to the Assistant Superintendent (A.S.) within five (5) calendar days of the date on which the Administrator of County Communications issued his response at Level One or, if

no answer is received from the Administrator within the stated time limits, within five (5) calendar days after the expiration of time fixed for such answer.

The Assistant Superintendent or his designee shall respond in writing to the grievance within five (5) calendar days from receipt of said grievance.

LEVEL III - Sheriff

In the event that the grievance is not satisfactorily resolved at Level Two, the grievant and/or Union representative shall present the grievance, in writing on the designated grievance form, to the Sheriff within five (5) calendar days of the date on which the AS issued his response at Level Two or, if no answer is received from the AS within the stated time limits, within five (5) calendar days after the expiration of time fixed for such answer.

The Sheriff, or his designee, shall render a decision, in writing, on the designated grievance form within seven (7) calendar days from receipt of the grievance.

LEVEL IV - Arbitration

In the event the grievance is not resolved at Level Three, the Union may submit the grievance to final and binding arbitration by filing a demand for arbitration with the Sheriff within ten (10) calendar days after receipt of the Employer's answer at Level Three or, if no answer is received from the Employer within the stated time limits, within ten (10) calendar days after the expiration of time fixed for such answer.

The Parties agree, for the duration of this Agreement, to use an impartial Arbitrator selected from the following panel:

1. Ann Gosline
2. Francis T. O'Brien

Simultaneous with filing its demand to arbitrate with the Sheriff, the Union shall notify the arbitrator at the top of the rotating panel in writing of the Union's intention to arbitrate the case. A copy of the Union's letter to the arbitrator shall simultaneously be sent to the Sheriff.

If the arbitrator at the top of the rotating list declines or is unable to serve, the Union will contact the arbitrator next in line until an arbitrator is selected who can hear the case. Once an arbitrator has been selected and agrees to the appointment, that arbitrator will then go to the end of the list and the next arbitrator in line shall move to the top of the list.

The arbitrator shall hold hearings promptly and, unless the time is extended by mutual agreement, shall issue his/her award not later than thirty (30) calendar days from the date of the close of the hearing, or if oral arguments have been waived, from the date of submission to him/her of the final statements and proof. The arbitrator's award shall be in writing and shall set forth his/her findings, reasoning and conclusions. The standard of proof for any disciplinary action (including any form of reprimand, suspension, demotion, discharge, etc.) shall be the

preponderance of evidence standard. The arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, nor shall he/she usurp the functions of the Employer or the proper exercise of the Employer's judgment or discretion under the law and this Agreement. The decision or award of the arbitrator shall be final and binding in accordance with the General Laws of Massachusetts, Chapter 150C.

The fees of the arbitrator shall be shared equally by the Parties provided that the obligation of the Employer to pay anything other than its own expenses shall be limited to the obligation which the Employer can legally undertake in that connection. A Party requesting an extension of time, a cancellation, a withdrawal or a postponement shall pay the entire fee, if any, associated with such a request.

No employee shall have the right to file for arbitration of any matter. The Union and the Employer retain the exclusive right to proceed to arbitration.

The grievance and arbitration procedure shall be the sole and exclusive procedure for all issues arising out of a bargaining unit employee's employment, compensation, discipline, discharge or any other adverse action relating to said employment.

General Provisions

1. Any grievance which is not processed by the Union or the grievant within the time limitations provided herein shall be deemed to have been waived. If management does not meet the time limits prescribed in any step, the Union shall have the right to advance the grievance to the next step.
2. Nothing herein contained shall preclude extension of the time limitations provided by this Article by mutual, written agreement of the Parties.
3. No member of the bargaining unit shall leave his/her job during working hours to present, discuss or investigate a grievance without first obtaining the consent of his/her supervisor.
4. The Parties agree in a suspension without pay, pending investigation, that the first step of the grievance procedure will be waived.
5. The Parties agree in a discharge case to waive the first and second steps of the grievance procedure.
6. If the Employer desires to file for arbitration, it shall notify the Union in accordance with the procedure set forth in Level Four.

ARTICLE 9 - DISCIPLINARY ACTION

The Employer shall have the right to remove, dismiss, discharge, suspend or discipline an employee for just cause.

Any employee who is requested to submit a special report which may tend to incriminate him/her in a criminal proceeding shall have the right to consult an attorney, at his/her own expense, and/or a Union representative, before submitting such report and such report shall be submitted no later than five (5) working days after said request.

ARTICLE 10 - SENIORITY RIGHTS

An employee, who successfully completes his /her probationary period, shall have as his/her seniority date the most recent date of permanent appointment to a position within the bargaining unit.

ARTICLE 11 - HOURS OF WORK

The normal working days for regular, full-time employees (excluding floater) are as follows:

Five consecutive days on, followed by two (2) consecutive days off.

The normal shifts for regular, full-time employees are as follows:

7:00 a.m. to 3:00 p.m.
3:00 p.m. to 11:00 p.m.
11:00 p.m. to 7:00 a.m.

Shifts will be bid annually by seniority. Bidding shall commence July 1. The results of the bidding shall be posted within two weeks of the close of bidding. The new shift bid results shall become effective at the beginning of the first full week of August.

The Employer reserves the right to schedule a floater who is subject to being assigned to different shifts and days off according to operational needs. If implemented, the floater position will be assigned to the least senior employee.

Roll Call

All dispatchers will be required to attend roll call formation, properly uniformed, twelve (12) minutes prior to the actual start of their shift. All dispatchers attending the complete roll call prior to their shift shall be compensated at time and one-half (1½) for time actually spent attending roll call, provided the employee works in excess of eight (8) hours during that day. All dispatchers eligible for roll call will punch in immediately prior to reporting for roll call. If an dispatcher is unable to be at roll call at least twelve (12) minutes prior to the beginning of his/her scheduled eight (8) hour shift, he/she shall not report to roll call and shall not receive roll call pay. Roll call pay will only be paid for time actually spent attending roll call.

Daylight Savings Time

When the clocks are changed pursuant to daylight savings time, employees shall be paid for their actual hours of work.

ARTICLE 12 - OVERTIME AND CALL IN PAY

SECTION 1.

Overtime service shall not include an out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between Employer and employee.

SECTION 2.

Overtime service shall not include swapped tours of duty between individual employees by their mutual consent. Any request for a shift swap shall be submitted to the Employer in advance and shall be subject to the Employer's advance, written approval. All requests for shift swaps shall be submitted to the Employer on the designated form at least seven (7) days in advance except in the event of an emergency.

SECTION 3.

Overtime claims will not be acknowledged unless said overtime has been clearly authorized by the supervisor prior to the overtime work being performed.

SECTION 4.

An employee, who is required to work in excess of forty (40) hours, will be compensated at a rate of time and one-half (1-1/2) the employee's regular straight time hourly rate for each hour or part thereof worked in excess of forty (40) hours. For purposes of computing overtime only, vacation time, personal time, compensatory time and holiday time used during a workweek shall count as hours worked during that week.

SECTION 5. Compensatory Time

Whenever an employee is authorized by a supervisor to work overtime (working in excess of 40 hours in a given workweek), the Employer shall reserve its right to choose between paying overtime at the rate of time and one-half the employee's regular rate or issuing compensatory time at the rate of time and one-half the overtime hours worked. For example, if an employee works 4 hours of overtime, the employer has the choice of paying 6 hours pay at the employee's regular hourly rate or giving the employee 6 hours of compensatory time to be used at a later date.

No employee may accumulate more than the designated maximum of compensatory time (480 hours for staff engaged in emergency response activities)

Employees desiring to use accrued compensatory time shall submit a written request to his/her supervisor as far in advance as possible.

Upon termination of employment, employees with accrued compensatory time shall be paid for said time.”

SECTION 6. Call In Pay

When an employee who is not scheduled to work is called in and reports for work, the employee will be paid a minimum of four (4) hours pay or four (4) hours compensatory time even if there is not four (4) hours of work for the employee to perform.

SECTION 7. Miscellaneous

The Employer reserves the right to hold employees over from a prior shift and require employees to report prior to the commencement of their shift.

The employer reserves the right to change employee schedules to accommodate training.

ARTICLE 13 - VACATIONS

Vacation Accrual

Regular, full-time employees and regular, part-time employees (who work at least 20 hours per week) on the Employer's payroll will earn vacation based on their regular hours worked and other paid earnings reported and approved under the Employer's payroll system commensurate with their service as indicated below:

Service	Biweekly Accrual (80 hours of work)	Annual Accrual
Less than 4 ½ years	3.0769 hours	up to 10 days
4 ½ years, but less than 9 ½ years*	4.6153 hours	up to 15 days
9 ½ years, but less than 16 ½ years*	6.1538 hours	up to 20 days
At least 16 ½ years*	7.6923 hours	up to 25 days

In the pay period that the employee reaches one of the above-service completion dates (*), the employee shall receive 40 additional vacation hours as well as beginning to accrue at the new rate for an 80 hour pay period.

Vacation Scheduling

1. Vacation requests must be submitted by March 31 for the period June 1 to January 15.
2. Vacation requests must be submitted by October 15 for the period January 16 to May 31.

3. Vacation approvals will be based on operational needs and will be determined by seniority when conflicts occur and where the requests were submitted within the time periods specified above.
4. Vacation requests submitted after the above specified periods will be determined based on operational needs and a first come, first served basis. The Employer expressly reserves the right to assign vacation periods for those who fail to submit requests in a timely manner or in case of an operational emergency.
5. The Employer will determine the number of employees to be allowed vacation leave at one (1) time.
6. Once the vacation schedules are approved by the Employer, the vacation schedules shall be posted.
7. After the vacation schedules are finalized, no changes or exchanges shall be allowed unless pre-approved by the Employer.
8. Whenever an employee is reassigned after vacations have been finalized, the Employer shall have the right to assign an employee new vacation weeks. However, the Employer shall make every effort to assign such employees to the same vacation weeks, or close to the same vacation time.
9. Employees are responsible for tracking their own accrued time (vacation, personal, holiday and compensatory time) usage. Employees can check with payroll if they have a question on their usage or accruals. Employees may not carry on the books more than twice their annualized allotment of vacation time. For example, if an employee earns forty (40) hours of vacation time per year, that employee may only accumulate a maximum of eighty (80) hours of vacation time.
10. An employee may request to use up to ten (10) days of accrued vacation time in units of one day. Such requests shall be submitted at least 72 hours in advance. These days will not be used to extend sick leave days and nothing in this section shall prohibit an employee from being permitted to use these one (1) day vacation units consecutively. Such requests are subject to approval and the staffing needs as determined by the Sheriff or his designee.
11. If an employee is off the payroll for any time in the pay period using an unpaid time reporting code, the employee will earn pro-rated sick and vacation leave credits based on hours worked and paid leave time used during that pay period.

ARTICLE 14 - HOLIDAYS

1. The following days shall be considered paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day

Patriots' Day
Memorial Day

Veterans' Day
Thanksgiving Day
Christmas Day

2. The above-named holidays will be paid on the basis of eight (8) hours at the current regular rate for each of the above days to each employee who has worked his/her immediately preceding scheduled eight (8) hours before the holiday, the holiday (if scheduled), and his/her immediately subsequent scheduled eight (8) hours following the holiday, unless the failure to do so was due to any of the following reasons:
 - a. Employee was on his/her authorized vacation.
 - b. Employee was on an approved leave of absence for less than thirty (30) calendar days for a bona fide reason acceptable to the Employer, such as extended illness, or other continuous authorized leave time.
3. There will be no pyramiding of any paid sick leave or holiday provisions of this Agreement.

ARTICLE 15 - PERSONAL LEAVE

1. Employees who have completed their probationary period will be entitled to three (3) personal days on an annual basis. Employees hired on or before January 1, 2012 shall be entitled to two (2) additional personal days on an annual basis.
2. Personal days will not be cumulative.
3. Requests for these days will be submitted to the Administrator of County Communications or his designee, in writing, forty-eight (48) hours prior to date requested, whenever possible.
4. Personal leave will be allocated on a calendar year basis consistent with HR/CMS.
5. Each regular, full-time employee, who maintains perfect attendance during the period January 1 through June 30, shall be eligible for incentive compensation in the form of one (1) additional personal day to be used on or before December 31. Each regular, full-time employee, who maintains perfect attendance during the period July 1 through December 31, shall be eligible for incentive compensation in the form of one (1) additional personal day to be used in the following calendar year. Perfect attendance shall be defined, for purposes of this Article, as no use of sick time, no tardiness, no early departures, and no more than two (2) failures to punch in or out of work.

Each employee who qualifies for extra personal day pursuant to Article 15, Section 4, shall receive a one-time payment of \$50 (up to \$100 maximum per year if the employee qualifies during each 6 month period).

ARTICLE 16A - SICK LEAVE

1. Sick leave is exclusively for bona fide, non-work related illness or injury of the employee. The sole exception to the foregoing sentence is statutory sick leave provided in accordance with MGL c. 149, s. 148C (Earned Sick Time law) pursuant to which eligible employees are entitled to use up to forty (40) hours of sick time to:

(a) care for the employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or

(b) care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or

(c) attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse; or

(d) address the psychological, physical or legal effects of domestic violence.

The first 40 hours of an employee's sick time use each calendar year will be regarded as the statutory time under the earned sick time law. Employees must call in as required, but no sick leave affidavit is required for this time. Employees using more than 24 consecutively-scheduled work hours of sick time, may be required to provide documentation from their health care provider.

After using 40 hours of sick time for any reason, all remaining sick time will be available only for the bona fide, non-work related illness or injury of the employee in accordance the collective bargaining agreement.

It is expected that sick leave will accumulate from year to year to create a personal bank of sick leave to be used in the event an employee has a short-term disability.

Any misuse of sick leave constitutes serious misconduct subjecting an employee to disciplinary action up to and including discharge.

This language shall not be construed to in any way limit the powers of the employer to investigate potential sick leave use.

2. Employees shall earn sick leave on an hourly basis at the rate of .058 per hour based on regular hours worked and other paid earnings reported and approved under the Employer's payroll system up to a maximum of 10 hours per month and up to a maximum of 15 days per year. If an employee is off the payroll for any time in the pay period using an unpaid time reporting code, the employee will earn pro-rated sick and vacation leave credits based on hours worked and paid leave time used during that pay period.

ARTICLE 16B – SICK LEAVE BUYBACK UPON RETIREMENT

1. Effective July 1, 1988 employees in the employment of Berkshire County who retire in accordance with the provisions of superannuated retirement (M.G.L. c. 32, § 5) and who have accrued a minimum of fifty (50) sick days, but less than 180 sick days, at the time of retirement shall be paid an amount equal to fifteen percent (15%) of the value of such credits up to one hundred (100) days computed by multiplying the number of available sick leave days [i.e., not to exceed fifteen (15)] times the daily rate of compensation received by the employee at the time of his retirement; provided, however, this is not used to calculate the amount of retirement allowance available to such employee.
2. Employees, who retire in accordance with the provisions of superannuated retirement (M.G.L. c. 32, § 5) and who have accrued at least one hundred eighty (180) sick days on the books at the time of their retirement, shall receive payment for fifty (50) sick days for fifty (50) sick days or 20% of their accumulated, unused sick leave at their then current rate, whichever is greater.”
3. In order to receive any payment for sick leave accrual upon retirement, employees must provide written notice of their retirement to the Sheriff at least one (1) year in advance. The Sheriff shall have discretion to waive the one (1) year notice requirement in the event of illness or injury, but such decision shall not be subject to the grievance and arbitration procedure.

ARTICLE 17 - FUNERAL LEAVE

In the event of death in the immediate family, the employee will be allowed paid leave at his/her regular rate for four (4) working days.

For the purpose of this Article, immediate family means: mother, father, brother, sister, grandparents, son, daughter, spouse, mother-in-law, father-in-law and grandchild.

In the event of the death of the aunt, uncle, sister-in-law or brother-in-law of an employee, the employee shall be allowed one (1) day of paid leave at the employee's regular rate of pay between the date of death and date of interment, provided that such day is a day that the employee would have worked and would not have been absent for any other reason.

ARTICLE 18 - FAMILY MEDICAL LEAVE

An employee, who has worked for the Employer for at least twelve (12) months and who has performed at least one thousand two hundred and fifty (1,250) hours of work during the year preceding the commencement of the leave, may be eligible for up to twelve (12) weeks of leave during a twelve (12) month period pursuant to the Family Medical Leave Act for the following purposes:

- birth of the employee's child;
- placement of a child with the employee for adoption or foster care;
- when the employee is needed to care for the employee's parent, spouse or child with a serious health condition;
- when the employee has a serious health condition which renders the employee unable to perform the essential duties of the employee's job.

This leave shall be without pay except that employees must use all time which they have accrued, to the extent permissible under the contract according to the reasons for said leave (i.e. personal illness, family illness, adoption, birth of employee's child). FMLA time shall be used in the following order: sick time, personal time, vacation time and compensatory time.

Employees shall submit all requests for leave on an approved form with accompanying medical documentation on the Certification of Health Care Provider Form as far in advance of the leave as possible and not less than thirty (30) days before the first day of leave requested when such leave is foreseeable. If the leave is not foreseeable, the employee must return the Certification of Health Care Provider Form to the Administrative Office within fifteen (15) calendar days of receiving the form or the employee will be considered to be absent without leave. It is the employee's responsibility to ensure that the form is returned to the Administrative Office within this time limit.

The duration of the leave and the timing of the employee's return to employment shall be determined in accordance with FMLA and the regulations enacted thereunder.

The twelve (12) month period for calculating leave will be a twelve (12) month rolling period computed backwards to the date leave is used.

The Commonwealth shall continue to pay its portion of the employee's group health premium during the approved leave period unless the employee declines such coverage, fails to pay the employee's portion of the premium in a timely fashion, or notifies the Employer that he/she will not return from leave.

Employees may, under certain conditions, also qualify for FMLA leave to care for an injured family member in the armed services or for qualifying military exigencies. Such leave is normally provided subject to the same terms and conditions as traditional FMLA leave except as provided below or as provided in the statute or regulations:

Military caregiver leave

1. The employee must be the spouse, son, daughter, parent or next-of-kin of a "covered service member" (current member of the U.S. Armed Forces, including National Guard and Reserves),
2. who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status or is otherwise on the temporary disability retired list,
3. for a serious injury or illness
4. incurred in the line of duty
5. while on active duty.

Employees may receive up to a maximum combined total of 26 weeks of leave during a 12 month period. The 26 workweek period is a total combined limit counting both military caregiver leave and traditional FMLA leave. Additional leave may be available if the employee

is a family caregiver for a second injured service member or if the service member has a subsequent covered injury. Unlike traditional FMLA leave, the 12 month period for military caregiver leave under the FMLA, shall commence on the first day of leave and end 12 months later.

Military Exigency Leave

Effective January 16, 2009, qualifying family members of National Guard members who are called to active federal service by the President may also receive “qualifying exigency leave” for to handle matters caused by sudden, short-notice call ups.

Miscellaneous

Employees need to submit a written request for leave on the appropriate form and also need to provide supplemental medical and/or other documentation. Employees absent for their own serious medical condition will be required to submit satisfactory medical documentation clearing them to return to their job prior to returning to work.

ARTICLE 18A – RETURN FROM LEAVES OF ABSENCE

Fitness for Duty Evaluation and Documentation

Upon an employee’s return from any leave of absence of five working days or more, the Employer may require the employee to submit documentation from one or more licensed health care providers certifying that the employee is physically and/or mentally fit to return to their duties and listing any specific restrictions or limitations on the employee’s ability to perform the essential functions of his/her job and any medications which may affect an employee’s ability to remain alert and orientated at all times while on duty or which may impact an employee’s ability to perform his/her duties.

The Employer reserves the right to have a fitness evaluation by one or more health care providers designated by the Employer to insure an employee is physically and mentally capable of performing the essential functions of his/her job.

ARTICLE 19 - WORK RELATED INJURY

Employees will continue to enjoy the benefits for injury incurred in the performance of their duty, as provided by the Employer. An employee shall immediately report any injury, no matter how slight, to his/her supervisor and shall, prior to the termination of his/her shift, submit a written report of injury to his/her supervisor.

ARTICLE 20 - LAYOFF

In the event of a layoff, the Employer will take into consideration ability, qualifications, and overall work record and length of service. When all factors that constitute ability, qualifications,

and overall work record are relatively equal, length of continuous service shall prevail. The Employer shall not hire a new employee for the same position as that held by a person on layoff when the employee on layoff is then presently qualified to perform the work in question.

ARTICLE 21 - RECALL FROM LAYOFF

1. Any employee covered by this Agreement who is laid off and not recalled to employment for a period of twelve (12) months from the date of layoff will be considered terminated.
2. Any employee covered by this Agreement who is recalled and fails to report back to work following his/her layoff within three (3) days after being recalled by a written notice of recall being sent by the Employer to said employee's last known address on the Employer's records, will be considered terminated.
3. Failure to report back to work will be considered just cause for termination.

ARTICLE 22 - PERSONAL INFORMATION

Each employee is responsible for ensuring that the Employer has his/her current address and telephone number on file. Employees should notify the Employer whenever there is a change in beneficiaries of any employment related benefit.

ARTICLE 23 - UNION STEWARDS

The Union shall promptly notify the Employer in writing of the names of its Union stewards and any change in stewards.

ARTICLE 24 - INSURANCE

The Employer agrees to maintain health insurance benefits for bargaining unit employees on the same basis as those maintained by the Commonwealth for other State employees, as the case may be.

ARTICLE 25 - MANAGEMENT'S RIGHTS CLAUSE

The management of the Berkshire County Sheriff's Communications Center and the direction of the working force, including the right to plan, direct and control operations; to schedule and assign work to employees; to determine the means, methods, processes, materials and schedules pertaining to the overall operation of the institution; to establish standards and to maximize the efficiency of employees and the cost-effectiveness of services; to establish and require employees to observe rules and regulations; to hire, lay-off, or relieve employees from duties; and to maintain order and to demote, discipline, and discharge employees for just cause, are the recognized, reserved and exclusive rights of the Employer.

The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, the Employer therefore retains all rights not otherwise specifically restricted by this Agreement. The exercise by the Employer of any of the foregoing rights shall not alter any of the specific provisions of this Agreement.

The Employer hereby reserves the right to hire and utilize per diem dispatchers at its discretion in order to cover for absences of regular employees, minimize overtime and provide a pool of available trained dispatchers for possible future job openings.

ARTICLE 26 - HEALTH AND SAFETY

The Employer shall provide efficient and safe equipment and material to protect the health and safety of the employees. Employees shall immediately report any defects or problems with equipment or material to their supervisors and shall submit a written report regarding the defect or problem prior to the end of their shift.

ARTICLE 27 - NO STRIKE, NO LOCK-OUT CLAUSE

During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slowdowns, or interference or interruption with the operation of the institution by any employee of the Union and there shall be no lock-outs by the Employer.

Nor shall there be any strike or interruption of work at the institution during the term of this Agreement because of any disputes or disagreements between any other persons or other employers or unions, who are not signatory Parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge, and any claim by either Party against the other of a violation of this Article shall be subject to arbitration as provided for under Article 6 of this Agreement.

Any employee who engages in a strike shall be subject to discipline and discharge by the Employer.

ARTICLE 28 UNIFORM/DRESS CODE

The Employer shall designate a uniform, which shall be worn at all times while on duty. The Employer agrees to provide employees with a uniform and will, during the term of this Agreement, provide for the replacement of worn uniform items on a direct exchange basis and upon approval of the Employer. All clothing shall remain the property of the Employer. The final paycheck of a departing employee will be held until all of the Employer's property is returned.

The Uniform/Dress Code shall be determined by the Sheriff or his designee.

Employees shall maintain their uniforms and shall present a neat, clean and professional appearance at all times when representing the Berkshire County Sheriff's Office. All clothing and uniform materials shall remain the property of the Sheriff's Office and shall be immediately

surrendered to the Sheriff's Office upon the cessation of employment. Failure to do so shall itself constitute "just cause" for termination.

Regular full-time employees shall receive an annual cleaning allowance of seven hundred fifty dollars (\$750) per year.

ARTICLE 29 - COURT TIME

Any member of the bargaining unit who, while off duty, is required to appear as a witness (not a defendant) in a criminal or civil court case arising out of the performance of his/her official duties as an employee of the Berkshire County Sheriff's Communication Center, shall be paid his/her regular, straight time hourly rate for such court time unless the employee actually works in excess of forty (40) hours in that week, in which case, the employee will be paid in accordance with the overtime provisions of this contract.

ARTICLE 30 - WAGES

Section 1.

The cost items contained in any tentative agreement are subject to appropriation of additional funding by the Legislature over and above the budget for the Sheriff's Office which has been approved. If the Governor or the General Court rejects the Employer's request to fund the Agreement, the cost items shall be returned to the parties for further bargaining.

Section 2.

Effective July 9, 2017 – 1% to direct hourly wages only* - see wage chart

Effective July 8, 2018 – see wage chart

Effective July 7, 2019 – 2% to direct hourly wages only – see wage chart

*The Commonwealth shall pay an additional 1% to directly hourly wages if state revenues reach the benchmark established in the Commonwealth's parameters (see attachment)

Only employees on the payroll of the BCSO at the time the increased wages hereunder are actually paid shall be entitled to any portion of the retroactive wage increase.

All wages and economic provisions of this Agreement are expressly subject to additional funding by the Commonwealth for these cost items. If no additional funding is received for these cost items, no increases will be paid.

Section 3.

The Employer and the Union further recognize that automation and technological change are integral components of the way all departments and agencies better meet the challenges of effectuating business practices which ensure that they more effectively and efficiently attain their missions.

The Employer and the Union recognize that the Commonwealth's Human Resources/Compensation Management System (HR/CMS) is the most comprehensive review of business processes regarding payroll, personnel and other processes ever undertaken by the Commonwealth, replacing such current systems such as MPIS and CAPS.

Therefore, the Employer and the Union agree that HR/CMS shall become the cornerstone of the Commonwealth's payroll and personnel system.

To ensure that any of the changes required by HR/CMS are introduced and implemented in the most effective manner, the Union agrees to support the Commonwealth's implementation and accepts such changes to business practices, procedures and functions as are necessary to achieve such implementation (e.g., the change from a weekly to bi-weekly payroll system). The Employer and the Union will establish a Special Labor-Management Committee made up of an equal number of Union representatives and Management representatives. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of HR/CMS.

Section 4.

Effective July 1, 1999, or on such later date as may be determined by the Employer, all employees covered by the terms and conditions of this Collective Bargaining Agreement shall be paid on a bi-weekly basis.

Effective July 1, 1999, or on such later date as may be determined by the Employer, salary payments shall be electronically forwarded by the Employer directly to a bank account or accounts selected by the employee for receipt.

Section 5. Shift Differential

Effective upon actual implementation of this contract after the receipt of State funding as provided above, the Employer will pay a shift differential of one dollar and twenty five cents (\$1.25) per hour for work performed on the 3:00 p.m. to 11:00 p.m. shift and one dollar and thirty cents (\$1.30) per hour for work performed on the 11:00 p.m. to 7:00 a.m. shift.

The shift differential will not be paid for vacation, sick time, holiday time or other paid time that does not actually involve work performed by an employee.

ARTICLE 31 - COPE CONTRIBUTION & CHECK-OFF

The Employer agrees to deduct, from each pay period, a specific amount of money from the wages of employees who voluntarily submit written authorization on forms provided by IUE-

CWA Local 256 for such deductions. The Employer shall transmit such sums to IUE COPE, 1126 16th Street N.W., Washington, D.C. 20036. These deductions will be accumulated monthly and transmitted by the last pay period of each month along with a list of names, social security numbers and the amount deducted for each employee. The Union will certify, in writing, to the Employer the amount of the COPE deduction to be made.

The Union shall reimburse the Employer for all costs, if any, incurred with complying with this Article.

The Union shall indemnify the Employer, its authorized agents and the Commonwealth against any and all liabilities or damages incurred in complying with this Article. The Union shall indemnify the Employer, its authorized agents and the Commonwealth against any fees or expenses involved in defending any administrative or court litigation concerning the implementation, application or interpretation of this Article.

ARTICLE 32 - RULES AND REGULATIONS

It is the responsibility of all employees to read all logs, notices and bulletin boards within the facility which are pertinent to their jobs. It is further their responsibility to familiarize themselves with the labor agreement and all institutional rules and regulations.

ARTICLE 33 - ZIPPER CLAUSE

The Parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement unless both Parties agree to reopen on a particular item or items.

ARTICLE 34 - SAVINGS CLAUSE

Should any provisions of this Agreement be found to be in violation of any federal or state law or by a final decree of a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE 35 - VOIDABLE WAIVER

The waiver by either Party of any provisions or requirements of this Agreement shall not be deemed a waiver of such provisions or requirements for the future and shall not constitute a modification of this Agreement.

The withholding or failure by either Party to exercise its rights recognized or reserved by this Agreement shall not be deemed a waiver of said recognized or reserved rights or the right to exercise them in the future in a way that does not conflict with the specific terms of this Agreement.

ARTICLE 36 – EDUCATIONAL INCENTIVE

Courses taken to fulfill requirements for educational incentive must be presented in writing for the Sheriff's approval in advance of undertaking it.

It is preferred that degrees be obtained in the field of criminal justice, law enforcement or job related courses approved by the Sheriff.

The payment for said degrees will be on an annual basis. The employee must have completed his/her probationary period and evidence that he/she has received the degree must be on file with the Sheriff or his designee as of July 1 of each year.

Payment will be made as follows:

Associate's Degree	\$2,000
Bachelor's Degree	\$2,500
Master's Degree	\$3,000

Employees who, as of the effective date of this Agreement, already hold such degrees shall also be compensated in accordance with the schedule above.

If an employee holds more than one (1) certificate and/or degree, the incentive stipend will only be paid for the highest degree or certificate. The Union and the employees acknowledge that the Sheriff's role in the process is merely a ministerial one and there shall be no grievances against the Sheriff pertaining to this Article.

ARTICLE 37 – TUITION REMISSION

Each regular, full-time employee, who has at least six (6) months of service as a permanent employee for the Berkshire County Sheriff's Office, and his/her spouse shall be eligible for tuition remission as follows:

For enrollment in any State-supported course or program at the undergraduate or graduate level at any Community College, State College or State University, excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply.

For enrollment in any non-State-supported course or program offered through continuing education at any Community College, State College or State University, excluding the M.D. Program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply.

The tuition remission benefit is subject to space availability and usual and ordinary admission policies. It is also subject to the approval of the Board of Regents of Higher Education and the policies and procedures of same.

A tuition remission certificate form can be obtained from the Employer. Once completed, it must be returned to the Sheriff or his designee for certification, after which it will be forwarded to the Human Resources Division of the Commonwealth for approval.

ARTICLE 38 – LONGEVITY

Each full-time, permanent employee shall receive longevity compensation as follows:

- A. Upon completion of at least five (5) years, but less than ten (10) years of service as a regular, full-time employee, a gross annual sum of three hundred and sixty-four dollars (\$364) shall be added to his/her pay.
- B. Upon completion of at least ten (10) years, but less than fifteen (15) years of service as a regular, full-time employee, a gross annual sum of five hundred and twenty dollars (\$520) shall be added to his/her pay.
- C. Upon completion of at least fifteen (15) years, but less than twenty (20) years of service as a regular, full-time employee, a gross annual sum of seven hundred and twenty-eight dollars (\$728) shall be added to his/her pay.
- D. Upon completion of at least twenty (20) years, but less than twenty-five (25) years of service as a regular, full-time employee, a gross annual sum of eight hundred and eighty-four dollars (\$884) shall be added to his/her pay.

APPENDIX A
BERKSHIRE COUNTY SHERIFF'S COMMUNICATIONS CENTER
GRIEVANCE FORM

GRIEVANCE NO.: _____

NAME OF AGGRIEVED EMPLOYEE(S): _____

JOB CLASSIFICATION/POSITION: _____

STEP ONE. NATURE OF GRIEVANCE [STATE YOUR CLAIM INCLUDING ALL SUPPORTING FACTS KNOWN TO THE EMPLOYEE(S) OR THE UNION]:

STATE THE SPECIFIC PROVISIONS OF THE CONTRACT WHICH YOU CLAIM HAVE BEEN VIOLATED:

STATE THE ADJUSTMENT, RELIEF OR REMEDY YOU REQUEST:

GRIEVANT'S SIGNATURE

DATE RECEIVED BY EMPLOYER AT STEP ONE: _____

EMPLOYER'S STEP ONE ANSWER: _____

DATE OF RESPONSE: _____

ADMINISTRATOR'S SIGNATURE

STEP TWO.

DATE OF APPEAL: _____

SIGNED: _____
GRIEVANT'S SIGNATURE

DATE RECEIVED BY THE A.S. AT STEP TWO: _____

DATE OF MEETING: _____

EMPLOYER'S STEP TWO ANSWER: _____

DATE OF ANSWER: _____
A.D.S.'S SIGNATURE

STEP THREE.

DATE OF APPEAL: _____

SIGNED: _____
GRIEVANT'S SIGNATURE

DATE RECEIVED BY THE SHERIFF AT STEP THREE: _____

DATE OF MEETING: _____

EMPLOYER'S STEP THREE ANSWER: _____

DATE OF ANSWER: _____
SHERIFF'S SIGNATURE

SDB
SB2
7/7/2019
ANNUAL

<u>Grade</u>	<u>Step - 1</u>	<u>Step - 2</u>	<u>Step - 3</u>	<u>Step - 4</u>	<u>Step - 5</u>	<u>Step - 6</u>	<u>Step - 7</u>	<u>Step - 8</u>	<u>Step - 9</u>	<u>Step - 10</u>	<u>Step - 11</u>
10	\$38,602.79	\$39,857.38	\$41,152.75	\$42,490.21	\$43,871.14	\$45,296.96	\$47,089.18	\$48,279.66	\$49,132.01	\$50,459.07	\$51,812.12