

AGREEMENT

between

TOWN OF WESTON

and

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, I.U.P.A., NEPBA Local 177, AFL-CIO

July 1, 2016 - June 30, 2019

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AGREEMENT
between
TOWN OF WESTON
and

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, I.U.P.A., NEPBA Local 177, AFL-CIO

THIS AGREEMENT made this ____ day of June, 2017, by and between the TOWN OF WESTON, a municipal corporation located in Middlesex County, Massachusetts (hereinafter called the "TOWN"), and New England Police Benevolent Association, I.U.P.A., NEPBA Local 177, AFL-CIO (Public Safety Communications Unit), hereinafter called the "UNION".

WITNESSETH:

WHEREAS, the Division of Labor Relations has certified the Union as the certified bargaining representative in Case Number MCR-10-5375; and

WHEREAS, the Town and the Union have engaged in collective bargaining negotiations with respect to wages, hours and other conditions of employment.

NOW THEREFORE, the Town and the Union agree as follows:

ARTICLE 1
RECOGNITION

The Town recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time clerk-dispatchers employed by the Town of Weston, excluding all confidential, managerial, casual and all other employees of the Town of Weston.

ARTICLE 2
MANAGEMENT RIGHTS

Except as specifically modified by this agreement, the Town reserves and retains the regular and customary rights and prerogatives of municipal management. These rights and prerogatives include, but are not limited to, the right to hire, promote, transfer, assign and retain employees; to suspend, demote, discharge or take other disciplinary action for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the method, means and personnel by which operations are to be conducted; and to take whatever action may be necessary to carry out the work in emergency situations. The Board of Selectmen may make suitable regulations governing the clerk-dispatchers.

The Police Chief shall be in immediate control of all Town property used by the Department, and of the clerk-dispatchers and all other employees of the Department, who shall obey the Chief's orders.

ARTICLE 3
UNION SECURITY

The Town agrees: not to interfere with, restrain or coerce any employee in connection with the exercise of his/her right of self-organization, or his/her right to join or refrain from joining the Union; not to discriminate against any employee in order to encourage or discourage membership in the Union; not to discriminate against any employee because s/he has signed or filed an affidavit, petition or complaint or given any information or testimony in connection with the law applicable to collective bargaining; not to refuse to bargain collectively in good faith with the Union or to refuse to discuss grievances with the Union.

ARTICLE 4
AGENCY SERVICE FEE AND DUES DEDUCTIONS

- 4.1 All full-time permanent employees covered by this Agreement shall be required as a condition of employment to make payment on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement, whichever is later, of an Agency Service Fee to the Union. Such Agency Service Fee shall be in the amount equal to 90% of the Union dues. At the election of the employee, said Agency Service Fee may be deducted from the employee's wages upon presentation to the Town of a signed authorization. Said authorization may be cancelled by sixty (60) days' written notice to the Town. An employee who does not authorize the Town to make weekly payroll deduction as provided herein shall make the Agency Service Fee payment directly to the Union Comptroller. This section shall become effective only if accepted by the members of the bargaining unit in accordance with the applicable provisions of General Laws, Chapter 150E, Section 12. The Union has established a rebate procedure, as required by said section.
- 4.2 The Town will deduct from the pay of each employee who submits a written authorization in accordance with the form attached to this agreement (Appendix A) on the payroll for the first (1st) week of each month the membership dues in the Union for that month. The Town will transmit quarterly the total amount deducted, with a list of employees from whom the dues have been deducted, to the Comptroller of the NEPBA, as follows:

Comptroller, NEPBA, 7 Technology Drive, SIMUCAD Building
Chelmsford, Massachusetts 01863

The Union will provide a bond to the Town Treasurer in accordance with the provisions of Chapter 180, Section 17A of the General Laws.

- 4.3 The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article or in reliance on any assignment furnished by the Union.

ARTICLE 5

NON-DISCRIMINATION

The Town and the Union agree not to discriminate in any way against any employee on account of race, sex, age, color, religion, marital status, national origin or ancestry, genetics, sexual orientation, active military status, or disability.

ARTICLE 6

NO-STRIKE CLAUSE

- 6.1 During the life of this agreement, it shall be a violation of this agreement for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.
- 6.2 Should any employees covered by this agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow such action and shall refuse to recognize any picket line established in connection therewith, and shall forthwith take all reasonable steps to terminate such strike, work stoppage, slowdown or withholding of services. "Reasonable steps" include, but are not limited to, a public written statement that such strike, work stoppage, slowdown or withholding of services is unauthorized and constitutes a violation of this agreement.

ARTICLE 7

SENIORITY

Seniority in rank for clerk-dispatchers will start with the date of full-time, permanent continuous service with the Union with the exception that seniority for all clerk-dispatchers employed by the Town of Weston prior to July 1, 2010 in that capacity shall be determined by their original date of hire.

ARTICLE 8

HOLIDAYS

In addition to his/her normal week's pay, a permanent employee shall be paid holiday pay (computed at one-fifth (1/5) of a week's pay) for each recognized holiday. If an employee shall work two (2) shifts on the same holiday the clerk-dispatcher shall receive only one (1) additional one-fifth (1/5) of a week's pay. Holiday pay shall be regarded as "regular compensation" for purposes of Massachusetts General Laws, chapter 32, section 1. Recognized holidays under this agreement are:

New Year's Day

Memorial Day

Veteran's Day

Martin Luther King Day

Independence Day

Thanksgiving Day

Washington's Birthday

Labor Day

Christmas Day

Patriot's Day

Columbus Day

ARTICLE 9
VACATIONS

Vacations with pay shall be granted to permanent employees based on length of continuous permanent service with the Town as follows:

1 or more years but less than 5	*80 hours/10 shifts
5 or more years but less than 10	120 hours/15 shifts
10 or more years but less than 20	160 hours/20 shifts
20 or more years but less than 26	200 hours/25 shifts
26 or more years but less than 27	208 hours/26 shifts
27 or more years but less than 28	216 hours/27 shifts
28 or more years	224 hours/28 shifts

Lateral transfer:

At the discretion of the Chief and with approval of the Town Manager or designee, allow for new clerk dispatchers making a lateral move from another public safety dispatch unit or similar public safety organization to be awarded a minimum of two (2) years of service for the purpose of computing vacation accruals.

*An employee may elect to take up to forty (40) of these hours after six months of service.

A week of vacation shall be defined as five (5) shifts.

Eligibility for vacations shall date from the date of initial appointment as a permanent employee.

Vacation pay will be computed as one (1) week's pay for each week of vacation. If a holiday occurs during a vacation period, the employee affected shall be entitled to an additional one-fifth (1/5) of the employee's regular week's pay.

No reasonable request for vacation shall be unreasonably denied.

To permit orderly scheduling of annual vacations the following guidelines shall apply:

1. Requests for vacations submitted before April 1st shall be granted on a seniority basis.
2. All requests submitted after April 1st shall be granted first come, first served.
3. Vacations may be taken in weekly units or as single day units subject to the approval of the Chief or designee.
4. The Chief may grant vacation requests to more than one clerk-dispatcher provided that, in the Chief's sole discretion, adequate shift coverage can be maintained. A clerk-dispatcher who works in such a capacity, or on such a schedule, that does not require staffing during such clerk-dispatcher's vacancy shall not be counted as one of the clerk-dispatchers during a vacation period.
5. For purposes of staffing during vacation periods, the Chief retains the right to determine the adequate coverage for any particular shift based on the needs of the community and the department and in accordance with this collective bargaining agreement and related policies.

Vacation hours shall be earned on a monthly basis according to the schedule below. On the first day of each month each clerk-dispatcher shall be credited with the appropriate hours of vacation time earned in the preceding month based on his/her length of service. The total amount of time accrued during any calendar year shall be posted as available for use on January 1st of the following year.

Month	< 5 Years Service	5-9 Years Service	10-19 Years Service	20-26 Years Service	26-27 Years Service	27-28 Years Service	28 or > Years Service
January	7	10	13	17	18	18	19
February	7	10	13	17	17	18	19
March	6	10	14	16	17	18	18
April	7	10	13	17	18	18	19
May	7	10	13	17	17	18	19
June	6	10	14	16	17	18	18
July	7	10	13	17	18	18	19
August	7	10	13	17	17	18	19
September	6	10	14	16	17	18	18
October	7	10	13	17	18	18	19
November	7	10	13	17	17	18	19
December	6	10	14	16	17	18	18
*Total Hrs.	80	120	160	200	208	216	224
Per Shift:	.33	.50	.66	.83	.86	.90	.93

*The basic unit of vacation earned shall be one shift, although earned vacation is stated in hours.

A clerk-dispatcher who is absent from duty on Workers' Compensation status shall not accrue any vacation time. For administrative purposes, such clerk-dispatcher's monthly accrual shall be computed as normal; however, upon the annual posting of his/her available vacation time, the appropriate time shall be deducted based upon the number of shifts such clerk-dispatcher was on Workers' Compensation status multiplied by the number of hours such clerk-dispatcher would have accrued during each shift.

A clerk-dispatcher may carry over one-half of his/her unused vacation time from one calendar year into the next. However, a clerk-dispatcher who is not able to use his/her vacation time due to sickness or injury shall be permitted to carry over all his/her unused vacation time.

ARTICLE 10

COMPENSATION

Effective on the date indicated compensation set forth below shall be paid to employees:

10.1 Clerk-Dispatcher Pay:

Effective on the dates indicated a Clerk-Dispatcher shall be compensated as set forth below:

Clerk-Dispatcher	Hourly Rates		
	Effective <u>July 1, 2016</u>	Effective <u>July 1, 2017</u>	Effective <u>July 1, 2018</u>
more than 60 months full-time permanent service	24.67	25.66	26.17
more than 48 months but less than 60 months full-time permanent service	24.67	25.16	25.66
more than 36 months but less than 48 months full-time permanent service	22.75	23.21	23.67
more than 24 months but less than 36 months full-time permanent service	21.48	21.91	22.35
more than 12 months but less than 24 months full-time permanent service	20.15	20.55	20.96
up to 12 months full-time permanent service	19.25	19.64	20.03

Lateral transfer:

At the discretion of the Chief and with approval of the Town Manager or designee, allow for new clerk dispatchers making a lateral move from another public safety dispatch unit or similar public safety organization, who has at least three (3) years of experience working in a public safety dispatch unit to start at step three (3) of the wage scale and not above. All transfers hired pursuant to this position must, at the time of hire, have and maintain throughout the course of their employment with the Town all required state certifications necessary to work as 911 dispatchers in the state of Massachusetts.

Clerk-Dispatchers working the day shift on a regularly scheduled basis shall be paid an additional sum calculated as two percent (2%) of base pay. Clerk-Dispatchers working a first-half or second-half night shift on a regularly scheduled basis shall be paid an additional sum calculated at five percent (5.0 %) of base hourly rate and paid weekly.

The Police Chief shall assign one clerk-dispatcher as the regularly scheduled administrative clerk-dispatcher and may assign a second clerk-dispatcher as an additional administrative clerk-dispatcher. Administrative clerk-dispatcher(s) shall be paid an additional sum calculated at three percent (3%) of base hourly rate and paid weekly. The assignment of this function is at the Police Chief's discretion and is contingent upon the assignee(s) fulfilling the administrative duties assigned at the Police Chief's discretion, which include, but are not limited to, training staff on current dispatch desk procedures; serving as CJIS

representative/coordinator; maintaining department records; updating staff data on computer system; and processing permits and bills.

10.2 Longevity Pay:

Additional compensation shall be paid to clerk-dispatchers for completion of continuous permanent full-time service in the employ of the Town of Weston as follows:

Years of Service	Amount
More than 5 but less than 10 years service	685.00
More than 10 but less than 15 years service	785.00
More than 15 but less than 20 years service	985.00
More than 20 but less than 25 years service	1,185.00
More than 25 but less than 30 years service	1,285.00
More than 30 years service	1,535.00

Such compensation shall be referred to as Longevity Pay and shall be deemed to be "Regular Compensation" within the meaning of General Laws, chapter 32, section 1. Payment of Longevity Pay shall be made semi-annually on the payroll for the first full week of November and May. The following provisions shall apply to the computation of service for Longevity Pay purposes:

1. Transfers between departments when the only time lost from a full schedule is the result of time required to fit the employee into the working schedule of the new department or for vacation time properly taken by the employee shall not break the continuity of the service. Time lost from service as the result of a duly authorized leave of absence for other than sick leave or injury leave shall not break the continuity of service, but such time shall not be included in the service required for eligibility. Time lost from service as the result of military leave, sick leave or injury leave to which the employee may be entitled shall not break the continuity of service nor shall it be excluded from service required for eligibility.
2. Successful completion of a probationary period by an employee shall result in the service actually completed during such probationary period being included for Longevity Pay purposes.
3. Any person whose service with the Town is broken by resignation, by discharge, by voluntary transfer from full- to part-time work, may not count such service for Longevity Pay purposes at any subsequent date upon re-employment or transfer to full-time service.
4. In any case not herein provided for the Town Manager shall determine the circumstances under which such Longevity Pay may be approved.

10.3 Overtime:

A Clerk-dispatcher who is required to be on duty for any period in excess of the employee's regular hours of duty may be given time off equal to such period of overtime duty or may receive additional pay, as determined by the Chief as provided in General Laws, chapter 147, section 17C, provided, however, that any

Clerk-dispatcher who is called back to work after completing his/her regular work shift and leaving duty shall be guaranteed not less than four (4) hours pay at the overtime pay rate.

Overtime shall be distributed on a fair and equitable basis; provided, however, that the Chief shall retain discretion to select for overtime duty a member of the department whose qualifications are required to meet the needs of the department. The Chief shall also retain discretion to pass over for overtime assignment any member of the department when any of the following circumstances apply:

1. When such member may be on light duty as the result of injury or sickness where such overtime duty may be detrimental to the health of the clerk-dispatcher or a risk to the safety of other members of the department in the performance of their duties;
2. When such member has been on injury or sick leave from any shift during the twenty-four (24) hours prior to the time of starting the overtime assignment;
3. When a clerk-dispatcher would be required to work for more than sixteen and one-half (16 ½) hours of continuous duty as the result of any combination of regular shift and overtime.

In the event that no clerk-dispatcher is available to work overtime, other qualified personnel may be asked to provide coverage.

The Chief has sole discretion to fill or not fill a vacant shift.

10.4 Compensation for Unused Sick Leave:

At such time as an employee who was hired before July 1, 2017 either retires from the service of the Town, or leaves the service of the Town with at least twelve (12) years of full-time continuous service as a permanent employee, the employee shall receive payment for forty nine percent (49%) of accumulated unused sick leave at the rate of his/her then current regular compensation as defined hereafter.

For purposes of calculating the payment of compensation for unused sick leave, regular compensation shall include base pay, longevity pay, and such additional pay for special assignments as the employee may be receiving as of the last month of employment by the Town; holiday pay shall not be included in the calculation. The amount of said pay for each unused sick leave day shall be one-fifth (1/5) of the weekly rate of pay as computed above. Under no circumstances shall an employee be paid for more than one hundred two and 9/10 (102.9) days [forty nine percent (49%) of maximum accumulation of two hundred ten (210) sick leave days.]

At such time as an employee who was hired after June 30, 2017 either retires from the service of the Town, or leaves the service of the Town with at least twelve (12) years of full-time continuous service as a permanent employee, the employee shall receive payment for forty-two percent (42%) of accumulated unused sick leave at the rate of his/her then current regular compensation as defined hereafter.

For purposes of calculating the payment of compensation for unused sick leave, regular compensation shall include base pay, longevity pay, and such additional pay for special assignments as the employee may be receiving as of the last month of employment by the Town; holiday pay shall not be included in the calculation. The amount of said pay for each unused sick leave day shall be one-fifth (1/5) of the weekly rate of pay as computed above. Under no circumstances shall an employee be paid for more than eighty-eight and 2/10 (88.2) days [forty two percent (42%) of maximum accumulation of two hundred ten (210) sick leave days.]

10.5 AED/CPR Certification Stipend:

Additional compensation of two-hundred dollars (\$200.00) shall be paid to all bargaining unit members that acquire and maintain certification in the use of automatic external defibrillator equipment and CPR certification. Payment of the AED/CPR stipend shall be divided equally and be paid through the eligible employee's weekly payroll check. Payment shall commence with the first paycheck following certification or recertification and continue for a period of one full year. Certification training will be offered by the Town on an as needed basis.

ARTICLE 11

LEAVE FOR INJURY OR SICKNESS

11.1 Basis of Eligibility and Accumulation:

All permanent full-time employees shall be entitled to sick leave with pay on the basis of 1.25 working days for each full month of service for a total of fifteen (15) days per year until a maximum credit of two hundred ten (210) days is reached

Credit for such leave shall accrue to each eligible employee on the first day of the month following completion of the required service.

Part-time employees are not entitled to paid sick leave.

11.2 Rules for Use of Sick Leave:

If an employee is unable to report for work due to sickness, the employee shall call the officer in charge or the Chief to be notified as soon as his/her inability becomes apparent unless incapable of causing such notice to be given.

At his/her discretion, the Chief or an Officer designated by the Chief, may visit the home of an employee to investigate any absence alleged to be caused by illness or injury. The Chief or Town Manager or designee may cause a nurse or physician to be sent to examine the employee to determine the extent of the illness or injury.

Proof of illness may be required by the Chief or Town Manager or designee. Absence for more than three (3) days may be substantiated by a physician's certificate or explanation by the employee satisfactory to the Chief and/or the Town Manager or designee.

Sick leave is not to be viewed as available to increase vacation leave. It shall be allowed only in cases of necessity and actual sickness and disability of the employee. It shall be permissible to use sick leave, but not to exceed three (3) days in any fiscal year, for illness in family or to meet dental appointments, or to take physical examinations or other sickness preventive measures. Employees should build up as much sick leave credit as possible to prevent loss of pay in case of serious illness.

Vacation leave may be used for sick leave when sick leave credits have been exhausted.

Any employee, whose absence from duty is the result of willful misconduct, including but not limited to use of alcoholic liquor, shall not be entitled to sick leave and shall not be paid for period of such absence.

Employees on sick leave must remain at their home or place of treatment during the period of disability except as otherwise directed by a physician as a necessary part of prescribed treatment of the ailment. This provision is not intended to prevent limited local travel if consistent with recuperation, or other travel away from home when undertaken with the prior knowledge and approval of the Chief.

No travel except for that necessary to obtain treatment shall be permitted during sick leave for such leave period of less than four (4) calendar days.

Abuse of sick leave may be cause for disciplinary action.

11.3 Emergency Sick Leave Bank

On July 1 of each year, commencing with July 1, 1990, one (1) sick day shall be deducted from the accrued total sick days of each full time Police Officer, Sergeant, and Clerk-Dispatcher and placed in an emergency sick leave bank (hereinafter referred to as the "Bank"). If a Police Officer, Sergeant or Clerk-Dispatcher has no accrued sick days as of July 1, then the first sick day accrued by the employee shall be placed in the Bank. Each Police Officer, Sergeant and Clerk-Dispatcher shall continue to donate one (1) sick day each July 1 until s/he has donated a total of twelve (12) days.

The sick days donated to the Bank shall not be counted towards determining the amount of sick leave a Police Officer, Sergeant, or Clerk-Dispatcher may accrue to reach the maximum.

Any Police Officer, Sergeant or Clerk-Dispatcher who is out because of sickness or injury, is not covered under Article 11 (NEPBA Local 77) or Article 11 (NEPBA Local 177), has exhausted all of his/her sick leave and vacation time, and has been out of work for illness or injury for at least three (3) consecutive work days beyond the officer's last paid work day will be eligible to draw up to twenty (20) sick days from the Bank to assist the Police Officer, Sergeant or Clerk-Dispatcher in an extended injury or illness.

Should a Police Officer, Sergeant or Clerk-Dispatcher need additional sick days, s/he may obtain up to an additional sixty (60) days in twenty (20) day increments from the Bank by a majority vote of no fewer than seven (7) members of NEPBA Local 77 and three (3) members of NEPBA Local 177 for each twenty (20) day increment, provided that at no time shall the total number of days in the Bank be drawn below twenty (20) days.

Prior to granting additional sick days beyond the original twenty (20) days, the Union shall require the Police Officer, Sergeant, or Clerk-Dispatcher to submit adequate documentation from an appropriate physician justifying the need for additional sick days. If the Police Officer, Sergeant, or Clerk-Dispatcher fails to submit adequate documentation from an appropriate physician justifying the need for additional sick days, the Police Officer, Sergeant, or Clerk-Dispatcher shall not be eligible for additional sick days beyond the initial twenty (20) days.

Any employee who is granted sick time from the bank will be required to return the same number of days to the bank upon returning to work. The employee will return 6 days per year (1 every other month) until such time is paid.

Locals 77 and 177 NEPBA are responsible for reviewing and granting/denying emergency sick leave bank requests for its members. The Union shall indemnify and hold the Town harmless against any approval of sick leave bank time or denial thereof by the Union.

ARTICLE 12

PERSONAL LEAVE

All permanent, full-time employees may use up to three (3) sick leave days per fiscal year for personal use. If the days are not used as personal days, then they will revert back to sick leave days.

Personal leave is for an employee's approved use for the purpose of attending to personal business which unavoidably conflicts with the employee's work schedule. Personal days are meant to provide some flexibility in the employee's balance of work, home life and personal matters, and they are not to be used for the purpose of extending or increasing vacation time. Personal days must be pre-approved by the Chief or his/her designee.

ARTICLE 13

HOURS OF WORK AND SHIFTS

13.1 Work Schedule

Clerk-dispatchers will work four consecutive 8 hour shifts divided into a basic day shift, a first-half night shift and a last-half night shift with two subsequent days off for an average workweek of 40 hours per week with the exception of the one regularly scheduled administrative clerk-dispatcher referenced in Article 10.1 whose work schedule will be the day shift, Monday through Friday.

Meal Breaks: A thirty (30) minute meal rest period will be allowed, however, the employee must maintain proximity to the dispatch area.

13.2 Shift Swaps

Each employee is expected to work in accordance with the established duty schedule. However, occasions of particular significance to the clerk-dispatcher or his/her family may arise from time to time. In recognition of this, and at the discretion of the Chief, requests for shift swaps by a clerk-dispatcher will be

considered on a case-by-case basis, with the needs of the department, as well as those of the clerk-dispatcher, being taken into consideration.

The substitute Clerk-dispatchers on the swap must be of equal qualifications, and such substitution shall not impose any additional cost to the Town or the department with regard to salaries and/or payment of wages.

To allow adequate time for processing, shift swap requests shall be submitted for approval at least 72 hours in advance, showing both ends of the swap and the reason for which the swap is requested. The "pay back" shift shall be within a six week shift cycle period.

Shift swaps shall not be granted for purposes of engaging in other employment. Clerk-dispatchers shall not be permitted to swap more than twenty five (25) times within one fiscal year, four (4) times within one month, or two (2) times within one week.

13.3 Station Overtime Procedure

The assignment of clerk-dispatchers to overtime shall be done through a mutually agreed upon policy between the Chief and the union.

Except as specifically provided by the mutually agreed upon matters pertaining to shifts, tours of duty and work assignments remain the prerogative of the Chief.

13.4 Compensatory Time

If the employee and employer (Chief or designee) agree, compensatory time may be granted in lieu of overtime pay, subject to the following conditions:

1. One hour of overtime worked must equal one and one-half hours compensatory time.
2. Employees affected by this agreement shall be permitted to accumulate a maximum of forty (40) work hours which translates into sixty (60) compensatory hours.
3. Any member of the bargaining unit who reaches the maximum hours of compensatory time shall be paid time and one-half his/her applicable rate for overtime hours worked in excess of the maximum.
4. At retirement, discharge or termination, payment for compensatory time must be made to the employee and must be at the employee's regular, present rate, not overtime rate.
5. Employees shall be permitted to use compensatory time so long as it does not unduly disrupt the normal operation of the Department, as determined by the Chief or designee.

13.5 Union Business

The parties recognize that working time is for work and that personal business, union business, or any other activities that are not pertaining to official duties shall not be conducted during such time. This paragraph shall not be construed so as to prohibit the investigation and processing of grievances for a reasonable length of time and at reasonable times which shall not interfere with official duties. The fact that any of the two (2)

members of the Union negotiating committee are on duty shall not preclude them from participating in contract negotiating sessions. The fact that members of the Union grievance committee are on duty shall not preclude them from participating in grievance meetings.

One (1) dispatcher shall be permitted to attend one (1) Union conference or convention per year on a leave with pay not to exceed one shift per year. In addition, the eight dispatchers will be able to convene as a group in the dispatch area no more than once per month for up to forty-five (45) minutes each meeting. The Union must give one week's notice to the Chief prior to the date of the meeting. Members who are not scheduled to work at the time a meeting is held will not be paid for the meeting time. In no such case will a member be subject to overtime pay for meeting attendance.

ARTICLE 14

FAMILY AND MEDICAL LEAVE ACT/MASSACHUSETTS PARENTAL LEAVE ACT

Notwithstanding anything in this agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the Massachusetts Parental Leave Act. The FMLA is a federal law that provides eligible employees up to 12 weeks of unpaid leave for 1.) the birth or placement of a new born child with the employee for adoption or foster care 2.) the serious health condition of an employee, 3.) the serious health condition of an immediate family member; or 4.) Military Family Leave. Paid leave may be substituted for unpaid leave in accordance with the Town's FMLA policy. If an employee takes leave for FMLA reasons, the employee must provide proper documentation in accordance with Department of Labor Standards. In the event that an employee qualifies for Family and Medical Leave, the Town has the right to count sick, vacation, or compensatory leave as Family and Medical leave. However, employees may reserve up to five shifts of vacation leave, compensatory leave, or a combination of vacation and compensatory leave for use in that year and shall not be required to use this reserved time during a leave under the FMLA. Employees out on confirmed Injured on Duty leave (IOD) will receive IOD pay during leave under FMLA.

ARTICLE 15

BEREAVEMENT LEAVE

Bereavement leave applies to permanent full-time employees.

DEFINITIONS: Immediate family: spouse, mother, father, son or daughter.

Extended family: grandparent, grandchild, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling of your spouse or spouse of your sibling.

Eligible employees may be entitled to bereavement leave without loss of straight time pay for normally scheduled work hours, as follows:

1. At the discretion of the Chief, employees are entitled up to five (5) calendar days of bereavement leave,

per occurrence, for a death in the employee's immediate family.

- a) Such leave shall be taken on the day of the funeral/memorial services and up to four additional scheduled workdays immediately before and/or immediately after the day of the funeral service, unless an alternate period is approved by the Town Manager/designee.
2. At the discretion of the Chief, employees are entitled up to three calendar days of bereavement leave, per occurrence, for a death in the employee's extended family.
 - a) Such leave shall be taken on the day of the funeral/memorial services and up to two (2) additional scheduled workdays immediately before and/or immediately after the day of the funeral service, unless an alternate period is approved by the Town Manager/designee.
3. Upon the recommendation of the Chief, the Town Manager/designee may grant bereavement leave of one (1) day to attend the funeral/Memorial service of an individual with a unique, family -like relationship to the employee.
4. Additional bereavement days may be granted by the Chief or Town Manager but will be charged to the employees accrued personal or vacation leave.

PROCEDURES: The employee must notify the Chief of the death and request bereavement leave, and provide the Chief with a copy of the death notice if required to do so.

The Chief will approve the bereavement leave if satisfied with the legitimacy of the request, or deny the request if he/she does not receive satisfactory documentation.

ARTICLE 16

MILITARY LEAVE

Every employee covered by this agreement who is a member of a reserve component of the armed forces of the United States (including the National Guard) shall be granted in accordance with Massachusetts General Laws, chapter 33, section 59, leave of absence with pay, during the time of the employee's annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days.

ARTICLE 17

CIVIC DUTY LEAVE

17.1 Full-time and part-time employees will be paid by the Town during the period required for jury duty for the difference between the amount paid them by the Court, excluding travel allowance, and the amount of regular straight-time pay which would normally be received from the Town for scheduled work time spent on approved civic duty leave. An employee summoned as a witness in Court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted civic duty leave with pay upon filing of the appropriate notice with the Chief except that

this Article shall not apply to an employee who is also in the employ of another town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

17.2 Official summons to jury duty or witness appearances must be presented in advance to the Chief to receive authorized civic duty leave.

17.3 To qualify for payment hereunder, the employee must furnish the Town Human Resources Department with complete and satisfactory evidence of the jury or witness fees received. As a condition to receiving payment from the Town hereunder, an employee on authorized civic duty leave who is discharged from Court service for the day or a major portion thereof during the regular work hours must report to work.

17.4 Absence due to authorized civic duty leave shall not affect an employee's eligibility for longevity, step increases or benefit eligibility.

17.5 Civic duty leave shall not be authorized for an employee who is involved in personal litigation.

ARTICLE 18

UNIFORMS

All uniforms are supplied by the department.

After original outfitting, replacement items may be requisitioned by an employee as required. The Chief or Officer designated by the Chief will examine the worn item and make replacements when deemed necessary.

The department will furnish no more than one (1) pair of uniform-type shoes per year to clerk-dispatchers, as needed. Clerk-dispatchers requesting new shoes must establish need by showing that worn shoes have been re-soled at least once, and that general condition justifies replacement at department expense.

Clerk-dispatchers must observe uniform regulations and the uniform-of-day as established by the Chief.

ARTICLE 19

APPOINTMENT OF CLERK DISPATCHER

Probationary Period:

No suspension, discharge or termination of a clerk-dispatcher prior to completion of a twelve month probationary period shall be subject to grievance or arbitration under this collective bargaining agreement. If the conduct or capacity of a person serving a probationary period or the character or quality of the work performed is not satisfactory to the Chief, with concurrence of the Town Manager, may, at any time after such person has served thirty days, and prior to the end of such probationary period, give such person a written notice to that effect, stating in detail the particulars wherein his/her conduct or capacity or the character or quality of work is not satisfactory, whereupon his/her service shall terminate. After completion of his/her twelve (12) month probationary period, any decision of the Chief, with concurrence of the Town Manager, concerning suspension or discharge of a clerk-dispatcher for just cause shall be subject to the grievance procedure and to

arbitration as provided in Article 21.

ARTICLE 20

PERFORMANCE EVALUATION SYSTEM

The Chief shall establish a program for the implementation of a performance evaluation system for Weston Clerk-dispatcher. In the development of this performance evaluation, the Chief shall, in conjunction with the Union, determine form, method and general criteria. The evaluation shall, to the extent possible, evaluate on the basis of objective criteria, the job performance of each such employee, and the results of such evaluations may be utilized by the department or the appointing authority in future personnel determinations.

The Performance Evaluation Program shall encompass, but not be limited to, the following purposes and objectives:

- 1) To enable all clerk-dispatchers to have a clear understanding of their role and what is expected of them in attaining department goals as enumerated in the department's Rules and Regulations and departmental orders and policies
- 2) To enable all clerk-dispatchers to receive recognition for their accomplishments and to obtain direction and guidance for enhancing their skills and capabilities
- 3) To give all clerk-dispatchers the opportunity to meet with the Chief in order to discuss their work performance, the areas where improvement is needed and how that improvement may be achieved
- 4) To enable clerk-dispatchers to prepare themselves for accepting positions of greater responsibility
- 5) To assist in determining personnel potential for promotion and advancement
- 6) To assist in measuring departmental progress toward the achievement of its objectives
- 7) To acquire information for stimulating and guiding administrative planning within the department
- 8) To provide a guide for the assignment of personnel
- 9) To identify future training needs and requirements
- 10) To assess recruitment and selection procedures.

ARTICLE 21

GRIEVANCE PROCEDURE

21.1 A grievance is an employee's or the Chief's expressed feeling of dissatisfaction, presented in writing, concerning a dispute, claim or complaint arising under an alleged violation of a specific Article(s) enumerated in the terms of this labor agreement which has not been resolved to the employee's or Town's satisfaction through informal discussion. A grievance may be filed by the Town or the Union.

21.2 A grievance, beginning at Step 2 below, must contain the following information:

- a) a statement of the grievance which cites the part of the Agreement which has been violated, or the circumstances which give rise to the grievance;
- b) a statement of remedial action or relief sought;
- c) evidence (documentary, if available) to support the grievance; and
- d) a statement of reasons why the aggrieved believes that the remedy should be granted.

21.3 The procedure for handling grievances which may arise under this agreement is as follows:

Step One: Informal discussion- The employee shall discuss the grievance with the Chief or designee, within seven (7) calendar days of its occurrence unless it is clear that the Chief or designee would have no power to remedy the matter. The Chief or designee must make his/her decision, verbally or in writing, within (seven) 7 calendar days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer will be allowed.

Step Two: Should the grievance remain unsettled, it must be presented in writing, as required in Section 21.2 above, to the Chief within five calendar days after the Step One decision is rendered or due. The employee alone or the employee and the authorized representatives of the Union shall discuss the grievance with the Chief. The Chief will issue a written decision within 7 calendar days of his or her receipt of the grievance, unless it is mutually agreed by the participants that additional time to answer is allowed.

Step Three: If the grievance has not been settled at Step Two, it shall be presented in writing to the Town Manager or designee within seven (7) calendar days after the decision of the Chief is rendered or due.

The Town Manager or designee shall schedule a meeting with the Chief, the employee and authorized representatives of the Union within 14 calendar days of the receipt of said grievance in writing. The Town Manager or designee shall render his/her decision in writing within 10 calendar days after said meeting or after such additional meetings as may be required by mutual agreement of the Town Manager or designee and the authorized representatives of the Union.

Step Four: If the grievance is not settled at Step 3, the matter shall be referred to arbitration within ten (10) calendar days of receiving the Town Manager's or designee's decision. One (1) arbitrator shall be selected, and the arbitration shall proceed in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. No individual employee has the right to require arbitration, that right being reserved to the Union and the Town.

In the event the Town files a grievance alleging violation of Article 6, said grievance may be submitted to arbitration forthwith without regard to the prior steps.

Each party shall bear the expense of the presentation of its case and the expense of the arbitrator shall be shared equally by the Town and the Union. No arbitrator shall have any power to add to or subtract from or modify any of the terms of this agreement or to decide any question except the grievance as submitted. No award may be made retroactive for more than thirty (30) days prior to the date the grievance was reduced to writing under Step Two, except in cases where the affected employee was unaware of the grievance for reasons beyond his/her control.

The grievance and arbitration procedure hereunder shall not apply to any matter which is within the proper jurisdiction of the Contributory Retirement Appeal Board.

Failure to move the grievance to the next step within the time frame listed in this article will act as a waiver of any further rights under the grievance. Time limits may be extended by mutual agreement. Such agreement will not be unreasonably withheld.

ARTICLE 22

EFFECT OF AGREEMENT

22.1 Except as provided in paragraphs (22.3) of this Article 22 this agreement constitutes the entire agreement of the Town and the Union arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

22.2 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the Town and the Union each voluntarily and unqualifiedly agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this agreement.

22.3 The Town and the Union agree that all employees eligible to enroll in the Town's health insurance group plan as stipulated in the Town's Contributory Rules and Regulations shall contribute 20% towards the premium of any HMO, POS or EPO which the Town in its discretion may offer. Employees hired before July 1, 2005 who were previously grandfathered and paying 10% toward the premium of any HMO, POS or EPO which the Town offers will begin paying 20% toward the premium effective January 1, 2008. Contribution toward the PPO plan will remain at 50% for all eligible employees.

The Union agrees that by executing this agreement, the Union authorizes the Town to create, if

necessary, a G.L. c. 32B, §15(b) Health and Welfare Trust Fund for the purpose of effectuating the HMO/managed care premium contribution change specified in this agreement.

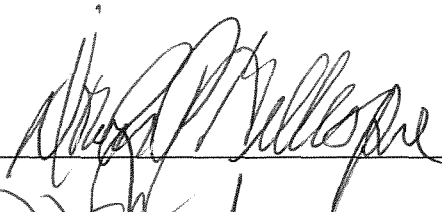

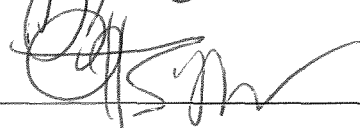
ARTICLE 23

TERM OF AGREEMENT

This agreement shall be effective July 1, 2016 and shall remain in full force and effect until June 30, 2019. Negotiations for a new agreement shall commence at least ninety (90) days prior to the expiration of this agreement.

IN WITNESS WHEREOF this agreement has been executed on this 23rd day of May, 2017.

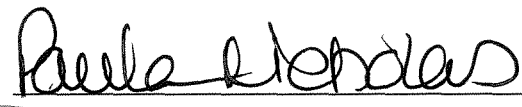

TOWN OF WESTON

By 


Board of Selectmen

NEW ENGLAND

POLICE BENEVOLENT

ASSOCIATION, I.U.P.A., NEPBA Local 177, AFL-CIO

APPENDIX A

New England Police Benevolent Association, I.U.P.A., NEPBA Local 177, AFL-CIO authorization for payroll deduction of (check one):

☐ Agency Service Fee

☐ Union Dues

By _____

Last Name

First Name

Middle name

To: TOWN OF WESTON

Effective: _____

Date

I hereby request and authorize you to deduct monthly from my earnings the amount established by Local New England Police Benevolent Association, Inc. as Agency Service Fee/Union Dues. The amount deducted shall be paid to the Comptroller of the Union.

This authorization shall continue in force unless written order of revocation is given by me to the Town.

Signed _____

Address _____
