AGREEMENT

BETWEEN

THE TOWN OF TEMPLETON, MASSACHUSETTS

AND

TEMPLETON DISPATCH LOCAL 155A-AFL-CIO MASSACHUSETTS COALITION OF POLICE

JULY 1, 2015 - JUNE 30, 2018

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ARTICLE 1: RECOGNITION

1.01 The Town of Templeton hereby recognizes the Massachusetts Coalition of Police, Local #155A as the exclusive representative for purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all regular, full-time dispatchers employed by the Town covered under 456 CMR 14.06 (5), excluding all other employees in the Templeton Police Department and all temporary, part-time, casual, managerial, confidential or other employees.

1.02 Bargaining Committee members scheduled for duty during the scheduled bargaining sessions will be allowed to attend these meetings without loss of pay or benefits and without incurring additional duty obligation. The Chief will arrange for suitable Town coverage during these sessions. This article is to be understood that the Chief of Police has the power to adjust the shift and/or part of the shift required for the member dispatcher of the Dispatch Local Union 155A Contract Negotiating Committee to attend scheduled dispatch contract negotiating meeting with the Town Dispatch Contract Negotiating Committee.

1.03 The bargaining agent for the Town specifically represents that it will in good faith seek from an appropriate Town Meeting or governing body the necessary appropriations and by-law changes necessary to accomplish the terms of this Agreement. It is understood by the parties that all provisions of the Agreement which require that necessary appropriations be made and authorized by the Town Meeting are subject to said authorization and conditional upon the granting of said authorization by the Town Meeting; and in the event that said necessary authorization is not given by the Town Meeting, said matters shall be returned to the parties for further bargaining without any obligation to conform to the earlier Agreement in their record.

1.04 When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position.

1.05 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

TEMPLETON DISPATCH ASSOCIATION LOCAL #155A MASSACHUSETTS COALITION OF POLICE, AFL-CIO AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

Effective_____, I hereby request and authorize the Town of Templeton to deduct from my earnings each payroll period the amount of $12.00. This amount shall be paid to the Town Treasurer for the payment of my Union Dues to the Templeton Police Dispatch Association, MCOP.

Signature_____

_____

Street _____

_____

State _____Zip Code _____

Phone _____Job _____

ARTICLE 2: UNION DUES

2.01 Employees of the bargaining unit may authorize payroll deductions for the purpose of paying Union dues. Any employee desiring to have Union dues deducted shall execute a written assignment in the form attached. (See prior page)

2.02 The Town agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with the list of employees who have such dues deducted. Such remittance shall be made the third week of the succeeding month.

2.03 The Town Treasurer will deduct a flat rate once a week.

ARTICLE 3: AGENCY SERVICE FEE

3.01 In accordance with Chapter 1078 of the Acts of 1973 (M.G.L.A., C. 150E, sl2) effective thirty (30) days after the signing date of this Agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more shall pay to the Union an Agency Service Fee. Such fee shall be paid monthly and shall be commensurate with the periodic dues charged by Local #155 to its members.

3.02 The Union will indemnify, defend and hold the Town blameless against any and all claims made and against any suit instituted against the Town on account of any check off of Union dues or Agency fee provision.

3.03 The Union agrees to refund to the Town any amount paid to it in error on account of the check off and Agency fee provision upon presentation of proper evidence thereof.

3.04 The Union certifies that this collective bargaining agreement is formally executed pursuant to vote of a majority of all employees in the bargaining unit present and voting.

3.05 Authorization for payroll deductions for the Agency fee shall be made by the employee executing a written assignment in the form attached (see prior page).

ARTICLE 4: UNION REPRESENTATIVES

4.01 A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any change.

4.02 The above shall be granted reasonable time off during working hours, to investigate and settle grievances. They shall receive permission from the chief or his designee, in advance of taking time off.

ARTICLE 5: LABOR- MANAGEMENT MEETINGS

5.01 The Union shall designate a standing Committee of two (2) employees whose rates and conditions of employment are covered by this Agreement which committee shall meet with the Board of Selectmen

or their designated representatives from time to time at the request of either party for the purpose of discussing conditions affecting the dispatchers. Such meetings shall be held at the convenience of both parties, if possible within ten (10) days from the date upon which such request is received. This clause is not to be considered part of the grievance procedure hereinafter described.

ARTICLE 6: MANAGEMENT RIGHTS

6.01 The Town retains and reserves to itself all the powers, authority and prerogatives of municipal management to direct the Department including, but not limited to the following:

a) The determination of the level of services to be provided
b) The direction, control, training, supervision, assignment, safety and evaluation of dispatchers.
c) The determination of the job description.
d) The determination of the location, organization, and number of dispatchers of the department or its units or programs.
e) The scheduling and enforcement of working hours, including leave and the determination of shifts.
f) The hiring, appointment, promotion, demotion, suspension, discipline or discharge of dispatchers.
g) The layoff or relief of dispatchers due to lack of funds.
h) The making, implementation, amendment, and enforcement of rules and regulations and procedures; provided, however, that the Chief provides the Union with a copy of any new rules. Except to the extent expressly abridged by a specific provision in this Agreement and notwithstanding any provisions in this Agreement to the contrary, during an emergency, the Town shall have the right to take any action necessary to meet the emergency. For this Section only, "emergency" shall be defined as "any state of emergency declared by the President of the United States of America including nuclear war, or by the Governor of Massachusetts for any natural disaster or conflagration or a local state of emergency. The Union will recognize that the Chief of Police has authority over all members of the Department and supervision of all property used by the Department; that the Chief of Police promulgates all general orders and policies of the Department and issues, on his/her own authority, orders, either written or oral, not inconsistent with his/her powers, duties and responsibilities.

ARTICLE 7: SAVINGS CLAUSE

7.01 Should any provision of this Agreement be found to be in violation of any Federal or State law by 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 this Agreement. The parties will meet as soon as practicable for the purpose of renegotiations for the provision or provisions affected to ensure compliance with the law. Any renegotiations shall be limited in scope to the provision(s) of this Agreement found to be in violation of the law.

ARTICLE 8: EMPLOYMENT PRACTICES

8.01 Probationary Period- For every person promoted or appointed to a regular position, the first year of employment shall be considered a Probationary Period. This period allows the employee an opportunity to get to know the Town and the position, and it allows the employee's supervisor to

appraise the employee's skills and abilities. Throughout the probationary period, the employee's supervisor shall observe the employee's performance and any strengths or weaknesses shall be discussed with the employee. Such factors as work habits, attitudes, attendance, punctuality and the ability to work with others will be observed and recorded in writing.

Employees who leave the service of the Town prior to six months and one workday shall not be entitled to any vacation. During probation, an employee is entitled to pay for holidays and other benefits provided to other eligible employees and vacation time may be accumulated but not used until six months and one workday of continuous service has been completed.

Upon expiration of the probationary period the appointing authority shall notify the probationary employee that:

1) The employee's performance meets satisfactory standards and that the individual will be retained in the position as a regular employee; or
2) The employee's performance, due to extenuating circumstances, requires additional observation and that the probationary period will be extended an additional period of time not to exceed three months; or
3) The employee's performance, attitude or conduct was unsatisfactory, stating the specific reasons, and that removal will occur. The employee at any time may be removed by an appointing authority if it is revealed that the employee intentionally falsified information relating to the application for employment, was unable or unwilling to perform the required duties, or displayed conduct, habits or dependability which did not merit continuing the employee in the position. The employee shall be notified in writing of the reasons for the termination and the effective date of the action.

8.02 Termination- Employment with the Town has no specified term or length. Employees are free to resign at any time, and the Town reserves the right to terminate employment for cause. All separations of employees shall be designated as one of the following types and accomplished in accordance with the manner indicated:

Resignation
Layoff
Disability
Death
Retirement
Dismissal

At the time of separation and prior to final payment, all records, assets, or other items of Town property in the employee's custody shall be transferred to the appropriate department. In the event of a shortage in the above, an amount representing the value of unreturned property shall be calculated and withheld from the employee's final compensation or collected through other appropriate action.

Employees who separate from the Town service in good standing shall receive payment for all earned salary, accumulated compensatory time, vacation leave and sick time buyback, subject to normal

deductions and any indebtedness.

a) Resignation- An employee may resign from the Town in good standing by submitting in writing the reasons and the effective date to the department head or appointing authority at least 14 calendar days in advance. The department head or appointing authority may permit a shorter period of notice because of extenuating circumstances. If the employee is in a supervisory capacity, the Town requires a one month written notice.

b) Lay-off- A position may be discontinued or abolished because of a change in duties, reorganization, lack of work or lack of funds. The appointing authority shall determine the order of lay-off of employees on the basis of seniority. In the event of a lay-off, an employee shall be retained on the recall list for one year from the date of the lay-off. Employees subject to lay-off shall be notified at least one week in advance, except in cases of emergency over which the Town has no control. Employees laid off from work may be eligible for state unemployment compensation. Such employee will be issued an unemployment form upon termination of employment.

c) Disability- An employee may be separated for a non-job disability when that employee cannot adequately perform the full duties of the position because of physical or mental impairment. Such separations may be initiated by the employee, the Town or an authorized legal representative of either but in all cases the disability must be supported by medical evidence acceptable to the appointing authority. The Town may require an examination at the Town's expense performed by a physician of the Town's choice. Job related injuries are subject to Workers Compensation Laws.

d) Death- Separation shall be effective as of the date of death of an employee. All compensation shall be paid as soon as possible to the estate of the employee, except for such sums which by law may be paid to the surviving spouse.

e) Retirement - The Worcester County Retirement System is available to all full time employees. The plan, including eligibility, is described separately in the retirement system booklet. Continued employment beyond the normal retirement age shall be contingent upon the employee's ability to satisfactorily perform the duties of the position as outlined in the position description.

f) Dismissal - If, after remedial disciplinary measures have been implemented, an employee's performance, conduct or other unsatisfactory behavior does not improve, it may be necessary to discharge an employee. Certain offenses may occur which are of such seriousness that immediate dismissal of an employee may be necessary. The Chief of Police may, with the approval of the Board of Selectmen or appointing authority, dismiss any employee upon giving the employee written notice of the reasons for the discharge and the effective date.

g) Exit Interview- Each separating regular full-time employee shall be interviewed in an exit interview as near as possible to the close of the last day of work, prior to the issuance of the employee's final paycheck. The objectives of the exit interview to be conducted by the department head or appointing authority are:

i. To identify problems and determine any trends which are developing in a particular

department.

ii. To establish an orderly picture of the real reasons for the termination as seen by the employee.

iii. To obtain information which will improve screening of job applicants.

iv. To determine the impact on employees of Town personnel policies and practices.

v. To assure that the employee has returned all Town property and has no outstanding obligations.

Most exit interviews are of a rather routine nature. However, occasionally an interview develops information of a confidential nature. Such information shall be kept strictly confidential, except as necessary, to protect the interests of the Town. A record shall be made of each interview and a report of the exit interview shall be maintained in the employee's personnel file. Subject matter to be covered shall include: job responsibility, quality of supervision, employee relations policies, working conditions and Town operation and organization.

h) Unemployment Compensation - The Town must pay the cost established by the Commonwealth of Massachusetts to provide unemployment compensation for its employees. Those who are unemployed through no fault of their own and are actively seeking work are eligible for unemployment compensation.

8.03 Grievance Procedure- A grievance is a dispute between an employee and the appointing or supervisory authority arising out of an exercise of management rights or administrative discretion, interpretation of this Collective Bargaining Agreement (CBA) or other similar dispute.

a) The first step in this grievance procedure is an informal effort to resolve problems when they arise and with the parties directly involved. The third step provides a means of further appeal to the Board of Selectmen. The employee may be accompanied by and represented by another individual at the third step of this procedure.

b) The employee will follow the steps in the order as described. Also, the Police Chief may be contacted at any time for additional information, guidance, or assistance in interpreting any part of this grievance procedure.

c) Step 1: Within 7 calendar days of the incident or the action causing the problem, the complaint will be discussed with the Police Chief The Police Chief will provide the grievant in writing with a brief summary of the problem and a response to it within 7 calendar days following the meeting.

d) Step 2: If the Police Chiefs response does not resolve the problem to the employee's satisfaction, the employee may request that the complaint be further reviewed by the Police Chief. The request to the Police Chief will be submitted in writing within 7 days following the receipt of the response of the Chief at Step 1. The request will include the following:

i. A description of the incident or action which caused the complaint and specifically what the complaint is;
ii. What the employee considers to be a satisfactory resolution of the matter;
iii. Why the Police Chief's decision is either unfair or fails to provide an adequate solution;
iv. The name of the representative if the employee has decided to be accompanied and represented by another individual at the meeting with the Police Chief.

Within 7 days of receipt of the employee's Step 2 request, the Police Chief will hold a preliminary meeting to review the grievance and determine whether the grievance merits a full hearing. If the Police Chief determines that a hearing is not warranted, he/she will notify the grievant in writing of his decision to abide by his earlier decision on the grievance.

If the Police Chief determines that a hearing is warranted, he/she will designate the time and place for a hearing and all parties will be notified. During that hearing, the Police Chief will review the entire case, may seek additional relevant information and may interview any of the parties involved. The grievant or his/her representative will have the right to present information (both in writing and through witnesses) and to question others who have provided information. The Police Chief will issue written findings and recommendations within a reasonable time with copies to all parties concerned.

e) Step 3: If the Police Chiefs response at Step 2 does not resolve the problem to the employee's satisfaction, the employee may request that the complaint be reviewed by the Board of Selectmen. The request to the Board will be submitted in writing within 7 days of the receipt of the response of the Police Chief at Step 2 and shall follow the same procedure outlined in Step 2 regarding the contents of the written request.

If the Board determines that a hearing is not warranted, it will notify the grievant in writing of its decision to abide by the decision of the Police Chief. If the Board determines that a hearing is warranted, such hearing will be held as outlined in Step 2 regarding conduct of the hearing.

After the hearing, the Board of Selectmen will issue written findings and recommendations within a reasonable time with copies to all parties concerned.

f) Step 4: If the grievance is still unsettled after Step 3, the Union or the Town may, within fifteen (15) calendar days of the issuance of the reply the Board of Selectmen at Step 3, by written notice to the other, request the Massachusetts Labor Relations Commission to invoke arbitration pursuant to M.G.L. Chapter 150E, section 8.

ARTICLE 9: STRIKES AND LOCKOUTS

9.01 No lockout of employees shall be instituted by the Town during the term of this Agreement.

9.02 No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE 10: SENIORITY & SENIORITY RIGHTS

10.01 Seniority is defined as a dispatcher's length of continuous service with the Town since his/her last date of hire, whose normal workweek is forty (40) hours. Seniority shall be determined by years of service with full time dispatchers having seniority over part time dispatchers.

10.02 The Town shall post in a conspicuous place and furnish the Union every twelve (12) months with a current seniority list.

10.03 An employee's continuous service record shall only be broken by voluntary resignation, discharge for cause, or retirement.

10.04 In the event it becomes necessary to lay-off employees for any reason, employees shall be laid off in the inverse order of their seniority.

10.05 Employees shall be recalled from lay-off according to their seniority. No new employees shall be hired until all employees in lay-off status desiring to return to work have been recalled.

10.06 If a shift opening occurs during the year, such shift shall be posted and be open for bid for a period often (10) days, said notice to be posted by the Selectmen and the Chief of Police in the Templeton Police Department Dispatch Center. The senior dispatcher shall have first option at the new shift, down the list through seniority. The new shift is the only shift to be bid on until the time of open shift bids.

ARTICLE 11: HOURS OF WORK

11.01 The hours of duty for the Department shall consist of four, eight (8) hour shifts, which will be filled on a seven (7) day basis with full time personnel.

DISPATCHER

SHIFT#l	(2)	3:00 P.M. - 11.00 P.M.
	(2)	7:00 A .M. - 3 :00 P.M.
SHIFT#2	(2)	3:00 P.M. - 11:00 P.M.
	(2)	7:00 A.M. - 3 :00 P.M.
SHIFT#3	(2)	11:00 P.M. – 7:00 A.M.
	(2)	3:00 P.M. – 11::00 P.M.
SHIFT#4	(4)	11:00 P.M. – 7:00 A.M.
SHIFT#5	(2)	7:00 A.M. – 3:00 P.M. Shifts to be filled at overtime
SHIFT#6		Clerical Dispatcher (Union position with seniority rights)

11.02 Clerical Dispatcher position:

a) An administrative position working a 5-2 schedule.

b) Monday, Tuesday & Wednesday = clerical responsibilities

c) Thursday and Friday = dispatching responsibilities
d) 40 hours per week; 8 hours per day
e) Appointed by the Police Chief with consideration for seniority and qualifications.

11.03 Eight consecutive hours of work, which may be interrupted by a lunch period, shall constitute the workday.

11.04 The workweek shall consist of four (4) consecutive work days followed by two (2) consecutive days off.

11.05 The Town reserves the right to alter the work shift or the workweek in the event of an emergency, however, that any such change will allow the employee(s) affected thereby, two consecutive days off and the Town does not act capriciously or arbitrarily in effecting such change. The Town further agrees that such change will not be implemented solely or principally for the purpose of avoiding the payment of overtime to employees covered by this agreement.

11.06 Work schedules of employees shall be posted on Department bulletin boards.

11.07 Swaps arranged by the individual dispatchers will not cause any overtime to be paid by the Town. The Chief or his designee must approve swaps. Swaps shall not be allowed in such instances where the swap will require the Town to pay overtime under the Federal Fair Labor Standards Act. Time must be used within 30 days of the swap shift.

11.08 Shifts shall be assigned on a seniority basis for full time employees.

11.09 Annual shift bidding shall take place during the period of June 15 to June 30 for the period starting July 1.

11.10 The Chief of Police will have two shifts per week to be filled with part time personnel.

11.11 No dispatcher, full-time or part-time, shall work more than sixteen (16) hours in a twenty four (24) hour period, except in case of an emergency as defined in the CBA.

ARTICLE 12: BENEFIT ELIGIBILITY

12.01 Regular full-time employees are eligible for full benefits as outlined in this CBA.

12.02 Any dispatch employee enrolled in the Town's health insurance program who chooses to disenroll and procure health insurance from another source shall be given a stipend of $3,000.

ARTICLE13: SICK LEAVE

13.01 The term "sick leave" shall apply to personal illness and disabling accidents that are not work-related. Sick leave is an excused absence for a specified illness. Three or more consecutive days of sick leave may require a physician's certificate to be submitted to the Chief of Police and/or his/her designee. Notification of absence due to illness must be made to the Chief of Police and/or his/her designee at least two (2) hours prior to the regular scheduled start time on the day of absence.

13.02 Each regular full-time employee shall be allowed 13 days of sick leave per fiscal year accrued at a rate of two days at the end of July and one day at the end of each month of employment thereafter. Beginning in the second year of employment and then on, yearly accrual of sick days shall be granted up front. Unused sick leave may be accumulated up to a maximum of 100 days. The employee shall be entitled to receive payment for fifty percent (50%) of unused, accumulated sick days over accumulation of 100 days (i.e., 800 hours) on a yearly basis.

13.03 Sick leave is generally for protection of employees against loss of pay due to personal illness. However, sick leave may be used by an employee for illness of a dependent child or spouse, parent, significant other or relative living in the immediate household, up to 24 hours per year. Additional time for this reason may be arranged on an individual case by case basis with the Police Chief or the appointing authority and documentation may be required at the time of the request.

13.04 Upon voluntary termination or retirement from the Town of Templeton, the employee shall be entitled to receive payment for (fifty percent) 50% of those unused, accumulated sick days in excess of 50 days. Payment shall be made to the employee or his/her estate, at the rate in effect upon retirement or death according to M.G.L. c.32.

ARTICLE14: VACATIONS

14.01 All regular full-time employees shall earn vacation at their current rate of pay based upon length of service as of their anniversary date. All vacation time shall be taken within one year of the anniversary on which it was granted and may not be carried forward into the next fiscal year. Full-time employees shall be granted vacation leave in accordance with the following schedule:

Service	Length
6 months	1 week
18 months	2 weeks
Five years and over	3 weeks
Ten years and over	4 weeks
Fifteen years and over	5 weeks
Twenty years and over	One additional day for each year over 20

14.02 Vacations must be approved by the Chief of Police and/or his/her designee. Conflicts in scheduling will be resolved on the basis of seniority of continuous service and the Town's needs. A vacation signup sheet shall be made and such signup sheet is for the purpose of planning schedules, avoiding conflicts and is subject to change upon request from employees.

14.03 Whenever, the employment of any person, subject to the provisions of this CBA, is terminated during the year due to layoff, resignation, retirement or death, without the employee having taken all vacation to which he/she is entitled, the employee or his/her estate will receive compensation for any unused vacation time.

14.04 Illness suffered during an employee's scheduled vacation will be considered vacation time rather than paid sick time. However, if hospitalization or confinement is required, paid sick time may be substituted for vacation time if the provisions of the sick leave are satisfied and the vacation time rescheduled. If leave for bereavement purposes during vacation time becomes necessary then bereavement leave may be substituted as provided in section 19.01.

14.05 Any employee having over two (2) weeks earned vacation time must actually take two (2) weeks of their vacation. Money in lieu of vacation may be granted for any remaining vacation time due the employee if agreed upon by the Police Chief and the Board of Selectmen.

14.06 Vacation time shall be determined by the length of continuous service. For purposes of computing vacation time, employees who leave the Town's service and are later reinstated, shall be considered new employees except as covered in the lay-off provisions.

14.07 A "vacation" shall be considered as four consecutive days off and said employee shall not be responsible to work any overtime during this time period. No penalties or discrimination shall be held against said employee for refusing or denying overtime during this period. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day of vacation.

ARTICLE 15: HOLIDAYS

15.01 The following days shall be recognized and observed as paid holidays:

New Years' Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veterans Day
Patriots Day	July Fourth
Memorial Day	Thanksgiving
Day after Thanksgiving	Christmas

15.02 Holiday pay shall be paid as follows:

1. An employee not regularly scheduled to work on a holiday shall receive in addition to his/her forty (40) hours of regular pay, eight (8) hours of pay at straight time as holiday pay, or may opt to take the holiday as compensatory time to be used at another time in addition to his/her regular weekly pay.

2. An employee regularly scheduled to work on a holiday shall receive in addition to his/her forty (40) hours of regular rate of pay, eight (8) hours of pay at time and one-half(1/2) of his/her regular hourly rate of pay; or may opt to take compensatory time to be used at another time in addition to his/her regular weekly pay.

3. An employee who works overtime on a holiday shall be compensated for those hours worked at two (2) times the rate of his/her regular hourly rate of pay.

15.03 In order to be eligible for holiday pay, employees must not take sick time, unless the employee has documented evidence from a physician of an illness, on the regular scheduled working day of said observed holiday. Employees must work their scheduled holiday to be eligible for holiday pay.

15.04 The Town of Templeton acknowledges that federal and state law requires that the Town accommodate the religion of its employees. As such, employees will not be penalized for exercising their religious belief and with the approval of the employee's supervisor/department head, employees that wish to be absent from work for religious holidays will be able to do so, provided, however, that such time off is without compensation. The previously listed holidays are the only paid holidays offered by the Town.

15.05 If a holiday occurs within an employee's vacation period, he/she shall receive an additional day of vacation time.

ARTICLE 16: PERSONAL DAYS

16.01 In addition to the paid holidays, all regular full-time employees are entitled to four (4) paid personal days granted on an employee's anniversary date the first year, and, thereafter, personal days will be granted on a fiscal year basis. Personal days are not to be used as vacation and may not be combined with vacation leave or holidays. Personal days cannot be carried over from one fiscal year to the next fiscal year, and they are forfeited when employment ends for any reason.

ARTICLE 17: JURY DUTY

17.01 A regular, full-time employee called for jury duty, or to testify as a witness in a matter before a legal tribunal which involves the Town of Templeton, shall be paid his/her regular wages for a minimum of four (4) hours for court time. Fees received from the court or other sources shall be turned in to the Town. Such paid leave excludes court time as a result of personal activities where the employee is a party to the proceeding.

ARTICLE 18: MILITARY LEAVE

18.01 Active Duty- If a Town employee in a regular, full-time position enlists or is drafted or is called to active duty to serve in the Armed Forces of the United States, then the Town will grant such employee a leave of absence without pay. Upon satisfactory completion of active service in the Armed Forces, the employee will be restored to his/her former position or to a position of similar seniority, status and pay provided that business circumstances of the Town allow it and that the employee is still qualified to perform the duties of his/her former position or a position of similar seniority, status and pay. The employee must make application for reemployment within ninety days after his/her discharge from military service or within one year if the employee is hospitalized while on active duty.

18.02 Reserve Training- If an employee is a member of an organized unit of the ready reserve of the Armed Forces or the National Guard, which requires military training not to exceed ten working days per fiscal year, unless otherwise approved by the Board of Selectmen and documentation shall be required, the employee may receive the difference between his/her military base pay and his/her regular pay. The leave will not affect the normal accrual of vacation, personal or sick leave credits. The employee's participation in the Town's health care and life insurance plans will not be affected.

ARTICLE 19: BEREAVEMENT LEAVE

19.01 A regular employee may be granted up to three days leave without loss of pay for the purpose of arranging for and attending the funeral of a member of the employee's immediate family. "Immediate family" shall include spouse, significant other, mother, father, child, sister, brother, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, or stepchild residing with the employee. Upon request, proof of bereavement must be shown to the Police Chief.

ARTICLE 20: SUPPLEMENTAL BENEFITS

20.01 INSURANCE- Most employees meeting the definition of an employee according to Chapter 32B, Section 2 of M. G. L shall be entitled to join the Town's group health and life insurance programs. The Town will pay 75% of the chosen health insurance plan and the employee's share is deducted from his/her paycheck.

20.02 TRAINING AND EDUCATION ASSISTANCE- The Town considers employee development an integral part of each department head's responsibility. The objective of this policy is to provide each employee with long-term personal growth opportunities and the Town with qualified and promotable individuals. Department heads may request approval of the Board of Selectmen or appointing authority to enroll employees in outside seminars and other educational programs designed to meet specific development objectives. All training programs are designed for immediate on-the-job applications and related costs are paid by the Town.

Full-time employees who have worked for the Town at least one year are eligible for reimbursement

for tuition, registration fees, and books for work-related courses which serve to improve their knowledge and skills and to increase their performance with the Town. Approval for the particular course must be requested prior to enrollment in order to be eligible for reimbursement, and in order to qualify must have the recommendation of the Department Head and the approval of the Board of Selectmen. To qualify for reimbursement, employees must receive a grade of "B" or higher in the class, or in the case of a pass/fail test, must receive a "pass." The Town may require the employee to sign an agreement to remain with the Town for a period of two years after completion of the course or else be willing to reimburse the Town the funds.

20.03 Use of personal vehicles on official Town business shall be compensated for at the approved mileage rate established by the Board of Selectmen. Reimbursement for mileage claims and tolls shall be submitted in writing.

20.04 If an employee is injured while working for the Town, such employee shall immediately inform the department head or supervisor in writing. It is important that every injury be reported. Worker's Compensation laws provide benefits for employees injured on the job. Medical expenses and the amount of compensation to which an employee is entitled for lost time are set by state law. All injuries must be reported immediately so that necessary reports may be completed. If medical attention for the injury is required, a medical statement shall be required before the employee returns to work.

ARTICLE 21: NEW CLASSIFICATIONS

21.01 Should any new classification(s) be added to the work force, the Town shall notify the Union of such new classifications. The Town and Union shall then consult to mutually determine if such new classification(s) shall be added to the bargaining unit and to mutually determine the appropriate wage to be paid to said new classification.

ARTICLE 22: COMPENSATION

22.01 For the duration of this contract, the below scales will be in effect, subject to the conditions set forth herein. The increase in Dispatcher wages for the duration of this contract shall be 2% (July 1, 2015), 2% (July 1, 2016), and 2% (July 1, 2017). For the third year, employees will receive two percent (2%) unless the tax revenues fall below 2.5% of the prior year; then the Town may reopen solely the wage provisions of this Agreement for the third year for further bargaining. If the Town exercises this option, all employees shall receive at least a one percent (1%) wage increase. If the Town's tax revenue goes above 2.5% of the prior year, the Union may reopen solely the wage provisions of this Agreement for the third year for further bargaining.

Step 1 and step 2 will be dropped (i.e., the current Step 3 will now be the new Step 1) and the Steps renumbered in accordance. There will be Steps 1 through 5 and a Maximum.

Effective July 1, 2015

Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
$15.45	$16.05	$16.70	$17.38	$18.06	$18.79

Effective July 1, 2016

Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
$15.76	$16.37	$17.03	$17.73	$18.42	$19.17

Effective July 1, 2017

Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
$16.08	$16.70	$17.37	$18.08	$18.79	$19.55

TRANSITION

First 52 pay periods .....Step 1
Completion of 52 pays periods .....Step 2
Completion of 104 pay periods .....Step 3
Completion of 156 pay periods .....Step 4
Completion of 208 pay periods..... Step 5
Completions of 260 pay periods .....Maximum

22.02 Shift differential shall be paid according to the following rate per hour for hours worked between the hours of 3:00P.M. - 7:00A.M. The rate for these hours worked shall be $0.75 per hour for the duration of this CBA.

22.03 The salaries and wages of employees shall be paid weekly by the standard policy of the Town.

22.04 Any regular, full-time employee called into work during non-scheduled hours shall be paid for a minimum of four hours at one and one-half times the employee's pay rate except when any part of the four hours continues into their regular scheduled hours. In such cases employees will be paid time and a half for the hours prior to their regularly scheduled hours.

22.05 Any regular, full time employee who has 10 (ten) years of service shall be entitled to Longevity to be paid at 1% (one percent) of their base salary, to be paid on their anniversary date.

22.06 Starting in Fiscal 2017, all employees shall receive $500 year for performing Emergency Medical Dispatch duties.

ARTICLE 23: OVERTIME & COMPENSATORY TIME

23.01 If an assignment requires work in excess of forty hours per week, such overtime work must be authorized in advance by the Chief of Police and/or his/her designee.

23.02 Full time dispatchers will have the right of first refusal for all shifts available except for the two shifts designated for part-time employees. Should the part-time shift go unfilled by a part-time employee that shift would then be open to be filled by a full time employee.

23.03 All time off or scheduled overtime as stated in the CBA shall be filled and distributed on a rotating basis by a seniority/hourly system, with full-time dispatchers having first opportunity to overtime.

23.04 Employees shall be paid one and one-half times their regular hourly rate for the hours worked beyond forty in the work week; vacation, personal, sick and holiday time are included as hours

worked. Compensatory time may be taken in lieu of overtime pay, at the rate of time and one-half. If such an agreement is made, then compensatory time should be taken within a reasonable time of being earned. Compensatory time may be accumulated to a maximum of 60 hours for full-time employees. Compensatory time cannot be carried over from one fiscal year to the next fiscal year. Compensatory time may not be combined with holidays.

23.05 Forced Overtime: Any dispatch shift that goes unfilled can be filled with forced overtime, four (4) hours maximum, at the rate of double (2) time of pay. The dispatcher working the shift prior to the unfilled shift can be forced to stay four (4) hours after his/her scheduled shift; the dispatcher coming on duty after the unfilled shift can be required to come in four (4) hours early prior to his/her scheduled shift. The Police Dept. and the Dispatch Center are 24-hour operations and the desk and phones must be manned at all times. This practice is only done when every measure to cover the shift has been exhausted.

23.06 Compensatory hours will be provided to full time dispatchers for snow hours granted to non-essential Town employees.

ARTICLE 24: UNIFORM ALLOWANCE

24.01 All full time bargaining unit members covered by this Agreement shall receive a clothing allowance of three hundred fifty ($350.00) dollars per fiscal year. Said allowance shall be used for upkeep and purchase of clothing.

24.02 Clothing allowance shall be used by purchases made through approved vendors or by submitting receipts to the Chief for the upkeep and purchase of clothing.

24.03 A newly appointed dispatcher will be furnished with his/her initial uniform. He/she may use one-half (1/2) of the annual allowance after three (3) months of employment, and the remaining one-half (1/2) upon completion of six months of satisfactory service.

24.04 The Town agrees to provide lockers at the Police Station for all dispatchers.

ARTICLE 25: PREMISES

25.01 The Town agrees that accredited representatives of the Massachusetts Coalition of Dispatchers, whether local union representatives, district council representatives or International representatives shall have full and free access to the premises of the Town at anytime during working hours to conduct Union business. Union representatives shall first notify the Chief and receive permission.

ARTICLE 26: GENERAL PROVISIONS

26.01 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer, the responsibility for applying this provision of the Agreement. All reference to employees in this Agreement designates both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

26.02 The Town agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the union or for any other cause.

26.03 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

26.04 The Town agrees to allow the Union to maintain a suitable bulletin board in a convenient place in the work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

26.05 The Town agrees that during working hours, on the Town's premises used by the Police Department and without loss pay, Union representatives shall be allowed to: Collect Union Dues, initiation fees or assessments (if these funds are not collected through payroll deduction); Post Union notices; Distribute Union literature; Solicit Union membership during another employee's non-working time; Attend negotiating meetings, whether on Police Department premises or not; Town or its representatives; Consult with the Town, its representative, local Union dispatchers, or other Union representatives concerning the enforcement of any provision of this Agreement.

26.06 Payment on Termination

Vacation accrued but not used shall be paid in accordance with Massachusetts General Law C. 41, Section 111E (attached). Unused compensatory time shall be paid in accordance with the Fair Labor Standards Act. In the case of death, payment shall be made to a designated beneficiary or, in the absence of such designation, to the estate.

ARTICLE 27: DURATION

27.01 The effective dates of this Agreement shall be from July 1, 2015, to June 30, 2018, and shall remain in full force and effect until a successor Agreement is agreed upon. Either party may serve upon the other a notice starting six months prior to July 1, 2018, advising that such party desires to revise or change the terms or conditions of such Agreement.

ARTICLE 28: LEAVE OF ABSENCE & DISCIPLINE

28.01 Reasonable requests for leaves of absence may be granted by the Department Head, with the approval of the Board of Selectmen. At their discretion, such leaves of absence shall fall into one of the following categories:

1.) Personal - Allowable only if the employee has exhausted his/her vacation and/or personal days and only if the workload permits and the absence of the employee will not cause undue hardship to the department. The maximum leave time is eight weeks. This leave will be taken as unpaid leave. Employee benefits will not be provided to employees during unpaid leaves of absence for personal reasons.

2.) Medical or Maternity- Medical or maternity leave can be taken up to a maximum of eight weeks

either as unpaid leave or as paid sick leave, provided the employee has sufficient number of sick days. Employee benefits will be provided during such leaves of absence. The Town agrees to abide by the Maternity/Adoptive leave provisions ofM.G.L. C. 149, S. 105D. The employee must have completed an initial six month probationary period and must give a two week notice of expected departure date and notice of intention to return to work.

3.) Paternity- A male employee who becomes a father either through the birth or adoption of a child, and has at least six months' service with the Town, may receive up to four weeks of unpaid leave for the purpose of infant care. Request for such leave shall be made at least four weeks in advance to the Department Head. An employee is not eligible for holiday pay during paternity leave.

28.03 Disciplinary Policy- All employees are responsible for observing regulations necessary for proper operation of Town departments. Disciplinary action shall be the responsibility of supervisors, department heads and appointing authorities, which shall exercise their responsibility with discretion and with concern for the employee.

The following is intended to serve, as a guideline in the determination as to when disciplinary action is appropriate and what form it would take. In making the decision as to what form of disciplinary action to take, the Town will consider all relevant factors, including but not limited to, the circumstances of the particular infraction; the seriousness of the incident; the employee's overall employment record; and the detriment to the Town, its employees, residents or visitors as a result of the infraction.

Disciplinary action may be imposed upon an employee for conduct or actions, which interfere with or prevent the Town from effectively and efficiently discharging its responsibilities to the public. The following shall be sufficient cause for disciplinary action. The list is illustrative only and shall not be considered to include all reasons for disciplinary action:

1.) Incompetence, inefficiency or negligence in performance of assigned duties
2.) Inability to perform one or more critical elements of the position
3.) Refusal to perform a reasonable amount of work or violation of any reasonable official order or failure to carry out any lawful and reasonable directions made by a supervisor
4.) Habitual tardiness or absence from duty
5.) Falsification of time sheets
6.) Use or possession of illegal narcotics or alcohol while on duty (See Policy for a Drug & Alcohol Free Workplace)
7.) Theft, misuse, negligence, destruction or unauthorized use of Town property or conversion of Town property for personal use or gain
8.) Fraud in securing appointment
9.) Disclosure of confidential information
10.) Abuse of sick leave or absence without leave
11.) Conviction of a felony
12.) Violation of safety rules, practices and policies
13.) Engaging in sexual harassment
14.) Activities prohibited by Town bylaws, rules and regulations, charter or state law

15.) Insubordination, which constitutes a serious breach of discipline
16.) The use of abusive language toward a superior, another employee or the public
17.) Acceptance of any valuable consideration, which was given, with the expectation of influencing the employee in the performance of employment duties
18.) Falsification of records or use of official position for personal advantage
19.) Any situation or instance of seriousness that disciplinary action is warranted.

Disciplinary action may include an oral reprimand, written reprimand, disciplinary probation, suspensions and/or discharge.

Oral reprimand: A Department supervisor, or appointing authority, if no supervisor exists, upon observing an action, may issue an oral warning to the employee. The oral warning shall be presented with maximum regard to avoiding embarrassment to the employee and shall include a statement concerning the purpose of the warning. An oral reprimand shall be noted in the employee's personnel file.

Written reprimand: If an oral warning fails to correct an action warranting disciplinary action, the Department supervisor or the appointing authority, shall issue a written warning. This shall include the reason(s) for the warning and an offer of assistance from the Department Head or from the appointing authority in correcting the problem.

A written reprimand may also be issued without an oral reprimand if the seriousness of the action warrants it. A copy of the written warning signed by the Department Head or the appointing authority and the employee shall be placed in the employee's personnel file and the warning shall carry a specified period in which the behavior shall be improved. The employee may include a written response to the reprimand in his/her file.

Disciplinary Probation: The appointing authority may place an employee on disciplinary probation for a period of up to three months. The employee shall receive a written notice stating the reason(s) for the disciplinary probation and the notice shall include effective starting and ending dates of such probation. At the expiration of the disciplinary probation period, the appointing authority shall notify the employee in writing that the probation has been removed or that further disciplinary action shall be taken.

Suspension: At the discretion of a Department Head or the appointing authority an employee may be suspended with cause without pay. Suspensions may be in lieu of oral reprimand, written reprimand and disciplinary probation and suspension may be effective immediately. Within forty-eight working hours of the effective date of the suspension, the employee shall be provided with a written notice stating the reasons for and the length of suspension.

Discharge: An employee may be discharged for cause. The Department Head shall provide the employee with a written notice stating the reason(s) for the discharge and the effective date of discharge.

Appeal: Any discipline may be appealed to the Town Administrator for review and determination of cause. After review by the Town Administrator, appeals may be submitted to the Massachusetts Labor Commission to invoke arbitration pursuant to MGL Chapter 150E

The Agreement entered into this:

FOR THE TOWN	FOR THE UNION

DATE, 8/19/15