



Agreement

Between

Town of Rockland

And

Rockland Police Dispatchers / ACO

July 1, 2015 through June 30, 2018

**ARTICLE I. STABILITY OF AGREEMENT**

- 1.0 If any of the provisions of this Agreement shall in any manner conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts; such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this agreement shall remain in full force and effect.
- 1.1 The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals, 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. Either party, however, may at any time, make demands and propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by written amendments, which shall be signed by Representatives of the parties duly authorized by the Town and Association.
- 1.2 The failure of the Town or the Association to insist in any one or more incidents, upon Performance of any of the terms or conditions of the Agreement shall not be considered as a Waiver or relinquishment of the rights of the Town or of the Association to future Performance of any such terms or conditions, and the obligations of the Association or of the Town to such performance shall continue in full force and effect.

**ARTICLE 2. RECOGNITION**

- 2.0 The Town recognized the Association as the sole and exclusive bargaining agent for the Purposes of establishing wages, hours of work, standards of productivity and performance and other conditions of employment for E-911 dispatchers.

**ARTICLE 3. MANAGEMENT RIGHTS**

- 3.0 Except as expressly limited by a specific provision of this Agreement, the Association recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the various Departments and the direction of the work force in accordance with it' s judgment. All inherent management functions and prerogatives, which the Town has not expressly modified or restricted by a specific provision of the Agreement, are retained and vested exclusively in the Town. Without limiting the generalities of the foregoing, the Town shall have the right of making work assignments, declaring an emergency situation to exist, disciplining for just cause, maintaining discipline, and the right to make and enforce reasonable rules for the safe, efficient, and orderly operation of the Departments.

#### ARTICLE 4. ASSOCIATION AND EMPLOYMENT SECURITY

- 4.0 Employees shall have the right to have an Association representative or steward present in a grievance meeting on any disciplinary action. An employee's personal file shall be available to the employee.
- 4.1 A written list of Association representatives shall be furnished to the Town immediately after their designation and the Association shall notify the Employer of any change. In case of grievances, Association designated official shall be granted a reasonable period of time off without loss of pay during working hours to investigate and settle grievances.
- 4.2 The employer shall prepare and maintain a list of employees according to seniority dates. The rights of employees under this layoff and recall provisions shall be determined in accordance with the employees position on the seniority y list.

The term layoff shall mean a reduction in the number of employees in a job title within the Association because of a lack of work in such job or where a Town Meeting fails to vote to provide the necessary funds to perform the work. The following situations shall not constitute a layoff and accordingly, shall not be governed by the layoff provisions of the section.

- a. A change in the place of performance of the work from department or work area to another.
- b. A change whereby work performed on one shift is to be performed on a different shift or schedule.

When an employee is laid off from his/her department, the employee's laid off rights shall be processed by the Town as follows:

The least senior employee in the affected job title may displace a less senior employee.

Recall to fill a position to which the employee on a layoff status has right, shall be in order of seniority not withstanding other provisions of the Agreement. However should an employee elect to exercise his/her rights to retire, he/she will be removed from the recall list and terminated.

The employee not actively working for the Town has twenty-four (24) hours to accept the recall and seventy-two (72) working hours to report. Failure to accept and return within the specified time shall be considered as voluntary termination of employment. Failure to accept immediate recall assignment when actively working for the Town removes any recall rights.

Salary at time of recall will be adjusted to include all interim negotiated adjustments but accrual of sick leave eligibility, seniority for step increases or other benefits are suspended while not actively employed.

Any deviation from this layoff and recall procedure may be made by mutual written agreement between the Town, the Association and the affected employee.

- 4.3 The Town agrees to permit representatives of the Rockland Police Dispatcher's Association, (RPDA) to enter their premises at any time for individual discussion of working conditions with employees provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

#### **ARTICLE 5. WORK STOPPAGE**

- 5.0 Pursuant to Chapter 150E of the Massachusetts General Laws, the Association and the Town agree not to engage, induce or encourage any strike, work stoppage, slow down or withholding of services by employees, including extra work hours as normally provided by the Town.
- 5.1 Should any of its members engage in any of the prohibited practices set forth above the Association shall immediately in writing, order such members to return to work and immediately cease such practices. The Town shall receive a copy of the notice.

#### **ARTICLE 6. GRIEVANCE AND ARBITRATION PROCEDURE**

- 6.0 Any difference as to the interpretation of the Agreement in its application to a particular situation or as to whether it has been observed and performed and the disposition of which is not proved for in any law may be a grievance under this Agreement.
- 6.1 Any employee may use their grievance procedure with or without Association assistance but no grievance settlement made as a result of an individual processes grievance shall contravene any provision of the Agreement.
- 6.2 Grievances shall be processed as follows:
- Step 1. The employee with or without the Steward shall present the grievance in Writing to the employee's department head in ten (10) working days of the date of the grievance of the employee's first knowledge of its occurrence. The Chief Of Police shall attempt to adjust the matter and shall respond to the employee within five (5) working days.
- Step 2. If the grievance still remains unadjusted at Step 1, it shall be presented to the Town Administrator in writing within five (5) working days after the response of the Chief of Police is due. Give to the Chief of Police a copy of grievance that is filed with Town Administrator. The Town Administrator shall respond in writing within ten (10) working days after receipt by them of the grievance from the employee or Steward.
- 6.3 If the grievance remains unsettled, either party may within fifteen (15) calendar days after the reply of the Selectmen is due, by written notice to the other, request arbitration.

- 6.4 The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association will be requested to provide a list of arbitrator's form, which a selection shall be made in accordance with the applicable rules of the American Arbitration association.
- 6.5 The arbitrator shall have the authority to settle only disputes defined herein. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to take any action to prevent the Town and the Association from settling by mutual agreement prior to the final decision, any grievance submitted to arbitration hereunder. The decision of the arbitrator shall be final and binding upon the parties. Expenses for the arbitrator's services shall be shared equally by the parties.

**ARTICLE 7. HOURS OF WORK**

- 7.0 The work week shall normally consist of forty (40) hours per week for full-time employees assigned in shifts of 12 midnight to 8:00 A.M. , 8:00 A.M. to 4:00 P.M. and 4:00 P.M. to 12 midnight. Other tours of duty may be assigned at the discretion of the Chief.
- 7.1 The regular hours of employment as far as reasonably possible shall be consecutive, except for interruptions for meal periods. Incidental hours of split assignments necessary to meet the operation requirement of a department will be a management function.

**ARTICLE 8. OVERTIME**

- 8.0 Overtime pay at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate shall be paid for work performed in excess of forty (40) hours in any work week employees may, but shall not be required to receive compensatory time off equal to time and one half (1 ½) the hours worked in lieu of time and one half (1 ½) pay for overtime worked. Compensatory time off shall be taken by the employee at the discretion of the Chief of Police. no more than fifty (50) hours of compensatory time can be on the books at any one time.

**ARTICLE IX. HOLIDAYS**

- 9.0 Employees covered by this agreement shall be granted the following holidays each year.  
**The town agrees to pay the full time 911 dispatchers for all holidays (12 Holidays) in a manner similar to the current pay practice enjoyed by Police Officers.**

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

- 9.1 Eligible employees shall be paid holiday pay in the amount equal to the regular pay they would have received had the holiday been a regular work day, but not to exceed the employee's regularly scheduled day's pay or eight (8) hours pay whichever is less.

#### **ARTICLE 10. VACATIONS**

- 10.0 Employees entitled to vacation shall be allowed time-off without loss of pay in accordance with the following schedule:

Six(6) months to one (1) year = One (1) vacation  
One (1) year to five (5) years = Two (2) weeks vacation  
Five(5) years to ten (10) years = Three (3) weeks vacation  
Ten (10) years to fifteen (15) years = Four (4) weeks vacation

Dispatchers shall be allowed to carry over 2 days vacation "rollover" days to the next year if they desire.

- 10.1 The anniversary date or the employee's seniority date shall be the day used for computing vacation credit and sick time accumulation.
- 10.2 Employees terminating their employment with the Town will receive payment in lieu of any earned vacation not yet taken.
- 10.3 Vacations shall be scheduled at the discretion of the Chief of Police and at such time as will cause the least interference with the performance of the regular work of the Town. In scheduling vacations, preference shall be given employees on the basis of length of continuous service with the Town and all vacation must be used by hiring anniversary date of each year.
- 10.4 On the effective date of the layoff, a laid off employee shall receive full payment for all unused accumulated vacation leave.

#### **ARTICLE 11. HEALTH INSURANCE AND LIFE INSURANCE**

- 11.0 The provisions of chapter 32B of the General Laws as accepted at the Annual Town Meeting in 1956 shall apply as to group insurance matters pertinent thereto, unless different provisions shall be enacted by the Town which shall then apply.

#### **ARTICLE 12. BEREAVEMENT LEAVE**

- 12.0 Employees shall be granted without loss of pay in the event of death in the employee's immediate family listed below. Such leave shall be three (3) calendar days commencing with the day after the date of death. Said leave may be extended to five (5) days in special circumstances at the discretion of the Chief.

The immediate family shall consist of the employee's spouse, child, mother, father (including stepparents and stepchildren), mother-in-law, father-in-law, sister, brother grandmother, grandfather, aunt, uncle, brother-in-law, sister-in-law, niece or nephew.

If the employee is on duty on the date of death in the above-described immediate family the employee shall be granted, in addition to bereavement leave the day of the death as a day off without loss of pay.

**ARTICLE 13. JURY PAY**

- 13.0 The Town agrees to pay the difference in the employee's normal weekly wage and Compensation received for jury duty. The employee will remit to the Town the jury pay compensation, exclusive of travel expense, who in turn will provide the weeks salary.

**ARTICLE 14. JOB RELATED ACTIVITIES**

- 14.0 Where an employee, at the discretion of the Chief of Police, or as a condition of employment, is required or requested to attend meetings, seminars, and advanced courses, time off shall be allowed without loss of pay.
- 14.1 Where an employee, at the discretion of the Chief of Police or as a condition of employment, is required or requested to perform deliveries, pick up merchandise or perform other tasks which shall be determined to the Town business, said employee shall be compensated for all time so expended.
- 14.2 Employees should be reimbursed for expensed incurred including the use of a private automobile at the rate of twenty-five (.25) cents per mile if the employees prove, in advance, that they have adequate insurance coverage.

**ARTICLE 15. ANTIDISCRIMINATION**

- 15.0 Both parties agree that they shall not knowingly discriminate against an employee because of race, religion, color, sex, age, or national origin as provided by law in the execution and administration of this agreement.

**ARTICLE 16. WAGES**

- 16.0 Effective July 1, 2015, employees shall receive the following wages:

Dispatchers			
Effective	<u>7/1/15:</u>	<u>7/1/16:</u>	<u>7/1/17:</u>
<b>Step 1</b>	<b>\$ 15.64</b>	<b>\$ 15.95</b>	<b>\$16.27</b>
<b>Step 2</b>	<b>\$ 16.36</b>	<b>\$ 16.69</b>	<b>\$17.02</b>
<b>Step 3</b>	<b>\$ 17.02</b>	<b>\$ 17.36</b>	<b>\$17.36</b>

Animal Control Officer:

Current Annual - \$ 40,400

Salary as of **July 1, 2015 \$41,208;**  
**July 1, 2016 \$42,032;**  
**July 1, 2017 \$42,873.**

Animal Inspector – The Animal Control Officer, if appointed as the Animal Inspector by the Board of Selectmen, shall receive an annual stipend of \$1,500, due on or about July 1<sup>st</sup> of the year.

- 16.1 Employees covered under this Agreement who are assigned the position of Dispatch Coordinator shall receive an increase of 5% above general wage scale for service in the position of dispatch coordinator and uniform crime reporting coordinator.
- 16.2 Employees will receive a night shift differential of 8% above the general wage scale for working the 4:00 P.M. to 12:00 midnight shift or the 12 midnight to 8:00 A.M. shift.
- 16.3 Dispatchers will be paid a \$250.00 stipend for completing an approved training program authorized by the Chief of Police. This training must be related to E-911 or other dispatch duties as authorized by the Chief of Police. Payment shall only be given after the Chief or his designee receives a certificate or diploma of completion of said training. This stipend shall be a yearly stipend, with a maximum of one payment during the fiscal year.
- 16.4 Deleted
- 16.5 The Commonwealth of Massachusetts has implemented new changes in the State's firearms laws and the day shift dispatcher is required to run several computer checks on each person who applies for a firearm permit. These checks require several pages of paperwork for each applicant. The Town agrees to compensate the DAY SHIFT dispatcher only an additional 3% increase in their base wage.
- 16.6 All 911 dispatchers are trained in the use of defibrillators. Whereas the dispatch area has a defibrillator and we are expected to give assistance with this machine when and if needed, the Town agrees to pay all full-time 911 dispatchers a \$300 stipend.
- 16.7 Because of a recent increase in the workload of the 911 dispatchers because the Fire Department has been emptying the station (no personnel in dispatch) and taking on the RFD dispatch work which includes monitoring their radio frequency, dispatching medical calls: fire calls, Medflight, and calls for mutual aid. Shortly a new "Fire Alarm box" shall be installed in the Police department dispatch as well. The Town agrees to pay a \$250 stipend for these additional duties.
- 16.8 Deleted

- 16.9 Effective July 1, 2006 the Dispatchers shall pay 21% and the Town shall pay 79% of the cost of Medical and Health benefits.
- 16.9a A \$350.00 clothing allowance shall be provided to ALL full-time dispatchers, the ACO shall receive \$ 600.00. Uniforms and design shall be determined by the Chief of Police.

#### **ARTICLE 17. SICK LEAVE**

- 17.0 Each employee eligible for this benefit will receive one (1) day of sick leave with pay for each month of continuous service provided such leave is caused by sickness, injury, or exposure to contagious disease. Sick leave may be accumulated without limit.
- 17.1 Employees hired prior to December 1, 2011 shall be compensated in cash for all unused sick leave up to a maximum of one hundred twenty (120) days for full time employees when they are permanently separated from employment with the Town by retirement or death. In the event of the death of the employee, payment shall be made to the employee's designated beneficiary or estate.

Employees hired after December 1, 2011 shall be eligible to accumulate all unused sick leave days, and shall be paid, at time of death or retirement, an amount equal to 25% of the value of accumulated sick leave, up to a maximum amount equal to 25% of 125 sick days.

- 17.2 Sick leave is authorized by the Chief of Police subject to the review and approval of the Town Administrator. If any employee is absent three (3) days or more chargeable sick leave, a statement from the employee's physician may be required; the statement to give the nature of the illness and the expected duration. Such statement may be required at the discretion of the Chief of Police. In order for sick leave to be allowed, an employee must personally notify the Chief of Police or his designee.
- 17.3 The town may require a medical examination at any time of any employee on sick leave. This examination shall be at the expense of the town and by a physician appointed by the Town unless otherwise wavered by the Town.
- 17.4 All unused, accumulated sick leave shall be kept to the laid off employee's credit, and in the event of a recall, shall be restored to the employee.
- 17.5 The Town acknowledges that it is required to provide maternity leave to all female employees pursuant to Chapter 149, Section 105D of the Massachusetts General Laws and hereby affirms that it will comply with said law.

#### **ARTICLE 18. PERSONAL LEAVE**

- 18.0 After one year of continuous employment, an employee may be granted one (1) day of personal leave per annum without loss of pay. After two (2) years of continuous employment, an employee may be granted two (2) days of personal leave per annum without loss of pay. After three (3) years of continuous employment, an employee may be granted three (3) days of personal leave per annum without loss of pay. Such leave shall not carryover or accrue from year to year. The time and date of the days allowed shall be at the employee's option, but subject to the needs of the Department and the Chief of Police's approval.

#### **ARTICLE 19. PHYSICAL FITNESS PLAN**

- 19.0 Effective July 1, 2005 the Town and the Association agree to implement a voluntary physical fitness plan. Every full time employee, in this Association, who voluntarily reaches this standard shall receive \$500.00 dollars included in their base pay for that year. The parties agree to negotiate a comprehensive plan to include standards and program administration during the first year of the contract and shall be added as a side letter to this contract and will be added to this section during the printing of the next contract. This is a voluntary plan only and not required by all employees.

#### **ARTICLE 20. JOB EVALUATION PROGRAM**

- 20.0 The employer has conducted a job evaluation study using a recognized point rating plan to determine the worth of each job within the unit in relation to all other unit job positions. Position descriptions have been written and evaluated. Where appropriate, a new or revised salary schedule has been developed.
- 20.1 In no event shall the matter of wages, a proper subject of negotiations under M.G. chapter 150E, be submitted to arbitration during the term of this agreement, or be otherwise determined by any party or individual, unless agreed to by the Board of Selectmen of the Town, or their representatives, and the proper designated representatives for the association.

#### **ARTICLE 21. LONGEVITY**

- 21.0 Employees attaining ten (10) years of consecutive service shall be paid two hundred dollars (\$200.00) per year in a lump sum payment. Employees attaining fifteen (15) years or more of consecutive service shall be paid five hundred dollars (\$500.00) per year in a lump sum payment. Employees attaining twenty (20) years or more of consecutive service shall be paid nine hundred dollars (\$900.00). Employees attaining twenty-five (25) years or more of consecutive service shall be paid one thousand two hundred dollars (\$1,200.00). Payment under this section shall not be added to base pay for the purpose of computing overtime pay, if any, or any other pay benefit. The eligibility date for computation of years of service shall be December 1<sup>st</sup> of each year and paid on or about December 15<sup>th</sup> of each year.

**ARTICLE 22. DURATION OF AGREEMENT**

22.0 This contract shall extend from July 1, 2015 to June 30, 2018 and shall continue in force and effect thereafter while the parties are negotiating towards a new Agreement. Either party wishing to modify, amend or terminate the contract must notify the other party in writing not more than one hundred and fifty (150) days or less than ninety (90) days prior to the expiration date as set forth above. After receipt of notice by either party, a conference will be held between the Town and The Rockland Police Dispatcher's Association for the purpose of negotiating such amendments, modifications or termination.

**IN WITNESS THEREOF the parties hereto set their hands and seals by their duly authorized**

Representatives this \_\_\_\_\_ day of \_\_\_\_\_.

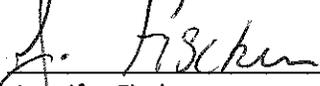
FOR THE ASSOCIATION

  
\_\_\_\_\_

Mark Nota

  
\_\_\_\_\_

Michael Meech

  
\_\_\_\_\_

Jennifer Fischer

  
\_\_\_\_\_

Patricia Whittemore

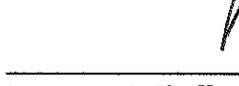
FOR THE BOARD OF SELECTMEN

  
\_\_\_\_\_

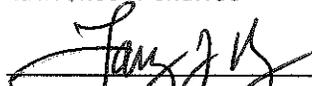
Edward F. Kimball, Chairman

  
\_\_\_\_\_

Michael P. Johnson

  
\_\_\_\_\_

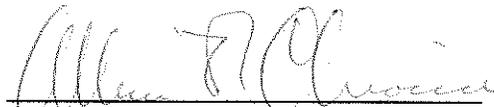
Lawrence J. Chaffee

  
\_\_\_\_\_

Larry L. Ryan

  
\_\_\_\_\_

Korey Welch

  
\_\_\_\_\_

Allan Chiocca, Town Administrator

Approved as to Form:

\_\_\_\_\_  
John Clifford, Town Counsel