

AGREEMENT BETWEEN
TOWN OF WILMINGTON
AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
LOCAL 101

EFFECTIVE JULY 1, 2016
EXPIRING JUNE 30, 2019

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AGREEMENT

This Agreement entered into by the Town of Wilmington, hereinafter referred to as the “Town” and the New England Police Benevolent Association, Local 101, hereinafter referred to as the “Union” has as its purpose the establishment of rates of pay, hours of work and certain conditions of employment.

The Town’s primary purpose is to provide services of the highest possible quality for the residents of Wilmington and any other affected members of the general public. Every action taken and decision made by the Town shall adhere to this overriding principle. The parties recognize that this goal must be and can be accomplished within the limited financial resources available to the Town of Wilmington.

The Town has the sole and exclusive responsibility for establishing the policies for the operation of the business of the Town. The parties further agree that the Dispatch Supervisor shall be responsible for the day to day operation of the Central Dispatch Office and for the supervision of all dispatch employees. The Dispatch Supervisor shall work under the supervision and direction of the Police and Fire Chiefs or their designees all of whom shall be responsible, under the direction of the Town Manager, for implementing the policies established by the Town.

The employees have the responsibility for adhering to all town policies, providing work and service of the highest possible quality including without limitation all services necessary for the operation of the Central Dispatch Office. It is agreed that all employees will cooperate with their supervisor(s) and management staff to ensure the fullest possible efficiency of the work force.

ARTICLE 1

RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all permanent full-time and part-time dispatchers, excluding the Dispatch Supervisor and all other employees of the Town.

Section 2: The Employer agrees that it will refrain (1) from interfering with, restraining or coercing employees in the exercise of their right to self-organization, or to join or assist any employee organization to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; (2) from dominating or interfering with the formation, existence or administration of any employee organization or (3) from discharging or otherwise discriminating against an employee because he has signed or filed any affidavit, petition or complaint or given any information or testimony in a hearing before the State Labor Relations Commission on a charge that the Town has engaged or is engaging in a practice prohibited by Section 10(a) of Massachusetts General Laws (M.G.L.) Chapter 150E.

Section 3: The Union shall be responsible for representing the interest of all such employees without discrimination and without regard to membership of employees in the

Union and the Union agrees to refrain from engaging in the prohibited practices set forth in M.G.L. Chapter 150E, Section 10(b).

ARTICLE 2

MANAGEMENT RIGHTS CLAUSE

Section 1: Except insofar as modified by this Agreement, the management and control of the Wilmington Public Safety Central Dispatch employees employed therein, shall remain the sole and exclusive right, responsibility and prerogative of the Town acting through its Town Manager.

Section 2: The management of the work of the Town, the direction of the work and the right to plan and control Town operations as well as the right to make and enforce reasonable work rules are reserved exclusively in the Town, in accordance with Chapter 592 of the Acts of 1950 (Wilmington Town Manager Act), provided that the exercise of such rights will not be inconsistent with the terms of this Agreement or M.G.L. Chapter 150E.

Section 3: Nothing in the Agreement shall be construed to derogate from or impair any power, right or duty conferred upon the Town by law or any rule or regulation of any agency of the Commonwealth. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority hereby reserved to it. Except when it can be clearly shown that conduct or action by the Town is in violation of a specific provision of this Agreement, the right to manage the business affairs of the Town and to direct the work force shall not be the subject of grievances or arbitration proceedings hereunder or any other enforcement process.

The listing of the following specific rights of management in this Article is not intended to be a waiver or limitation of any of the rights of the Town not listed herein. Such inherent management rights shall remain exclusively with the Town, except as they may be shared with the Union by a specific provision or provisions of the Agreement. The Town's failure to exercise any right, prerogative or function hereby reserved to it, or the Town's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Town's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement.

Without limitation these management rights include the following:

- a) The right to hire, promote, train, transfer, reprimand, suspend, discharge or otherwise discipline employees; to promote, demote, transfer, lay off, recall to work or retire employees; to relieve employees from duty because of lack of work, insufficient funds or other legitimate reasons and to determine the amount and forms of compensation for employees.
- b) To determine the methods, means and personnel for all operations, the scheduling of operations and the extent to which its own or other facilities and/or personnel shall be used; to abolish, contract or subcontract out any service; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to regulate the use of facilities, equipment and other property of the Town; to introduce

new or improved services, equipment, materials and procedures; to require overtime and to take whatever action is necessary to carry out its work in emergency situations. During emergencies all employees are required to be available for overtime work.

- c) To select and determine the number and type of employees to be employed; to determine their qualifications; to evaluate employees; to determine the standards of productivity and performance of their work and the services to be rendered; to determine the standards of conduct to be followed by all employees; to determine the type, content, color and detail of the uniform to be worn by the employees; to determine the employees' duties and assignments; to direct the employees' work; to determine the content of job classifications and job descriptions; to promulgate reasonable rules and regulations; to issue, amend and revise, policies, rules, regulations and practices; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Town and to direct the Town employees; to establish and change work schedules; to establish and change any services; to determine and maintain order and efficiency of operation; to determine the starting and quitting time of all employees and the number of hours and shifts to be worked; to maintain order and efficiency in the work place and to fix standards for quality and quantity of work to be done.

Section 4: There shall be no strikes, work stoppages, interruption or impeding of work. No dispatcher or representative of the Union shall authorize, instigate, aid or condone any such activities and no employee shall participate in any such activities.

Section 5: There shall be no discrimination, restraint or coercion against any employee because of membership or non-membership in the Union.

ARTICLE 3

UNION REPRESENTATIVES

Section 1: A written list of Union representatives shall be furnished to the Town immediately upon their designation or election. Notice shall also be given in writing of any change in the list as soon as the change takes place.

Section 2: Activities of employees in connection with the investigation and disposition of employee grievances, whether Union Officials or not, may take place outside regular working hours unless the nature of the grievance requires that it be investigated or settled during the working day and the administration grants time off for said purpose or unless the administration, for any reason of its own, authorizes use of the working day for said purpose.

ARTICLE 4

LABOR-MANAGEMENT MEETINGS

Section 1: The Union shall designate a committee of three employees, which may meet with the Town Manager, or his designee and/or the Dispatch Supervisor from time to time at mutually agreed upon times, for the purpose of discussing general labor-management matters coming within or out of the scope of this Agreement. The party requesting the

meeting shall submit to the other party an agenda of matters to be discussed. The employees who are members of the standing committee shall receive their regular pay for one half hour of any such meeting that occurs during their working time. The balance of the time spent in any such meeting by such employees shall be without pay from the Town.

Section 2: Employees shall not attend Union meetings or engage in Union activities, except as permitted above in Section 1, during their scheduled work hours.

ARTICLE 5

SAFETY COMMITTEES

Section 1: A Safety Committee composed of two representatives of the Union and two supervisory personnel shall be appointed. Said committee shall appoint its own Chairman and meet regularly to review safety practices and draw up a proposed safety code or safety rules. Any code, so proposed, may be submitted to the Town Manager for consideration as a personnel or administrative regulation. Alternatively, either the Town or the Union, for negotiation and for possible incorporation as an article of this Agreement, may submit the code. Nothing herein shall be deemed to prevent the Town from adopting and promulgating its own safety code or rules.

ARTICLE 6

UNION DUES

Section 1: Full-time employees who desire membership in the Union shall tender the initiation fee, if any, and monthly membership dues by signing the Authorization of Dues Form, a copy of which is included in this Agreement. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues, hereinafter set forth, the Town agrees to deduct Union membership dues (on the fourth or last pay day of each month), levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such forms and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

Section 2: Dues deducted shall be sent to the Treasurer of the Union provided that there is an approved bond furnished the Town Treasurer in accordance with M.G.L., Chapter 180. The Town Treasurer will incur no liability for loss of dues monies after depositing same, properly addressed as directed, to the Union in the U. S. Mail.

Section 3: No deduction shall be made until this Agreement has been ratified in accordance with M.G.L. Chapter 150E, Section 12. No action by the Town shall be considered against an employee of the Union for failure to meet his/her union dues, unless and until the Union certifies in writing to the Town that said employee has not met the obligation imposed by this Article. No request to dismiss an employee for non-compliance with this Article will be honored so long as there is a pending dispute before an administrative agency or court between the employee and the Union.

The Union agrees to pay the cost of a hearing officer or arbitrator in termination of employment cases arising under this Article. The Union agrees to indemnify, defend and hold the Town harmless against any and all claims for damages that the Town may be

required to pay, including without limitation, fees to be paid to an arbitrator, administrative agency or court as the result of the Town's compliance with this Article.

Section 4: Full-time employees in the bargaining unit who are not members of the union shall, as a condition of employment, pay to the Union an amount of money equal to the Union Dues, which shall be limited to an amount of money equal to the Union's regular and usual memberships dues. This agency fee shall commence thirty-one (31) days following the date of their employment. Employees who so request shall have the agency service fee deducted in accordance with the provisions of Section 1 of this Article.

UNION DUES AND INITIATION FEES

AUTHORIZATION FOR PAYROLL DEDUCTION, TOWN OF WILMINGTON

BY _____
Last Name First Name Middle Name

TO _____
Employer Department

EFFECTIVE _____
Date

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments and, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union. The amount per month is \$_____.

This authorization shall be valid for the period of one year from the date hereof or until the termination of this Agreement (whichever occurs first) and shall be automatically renewed and valid for successive similar periods of one year, unless written order or revocation is given by me to you and to the Union 60 days prior to the expiration or the anniversary of the signing of this card or the termination of this Agreement (whichever comes first).

Signed _____

Address _____

ARTICLE 7

HOURS AND CONDITIONS OF EMPLOYMENT

Section 1: The work schedule shall consist of 4 days on duty and 2 days off duty. Split shifts may be scheduled at the discretion of the Town based upon adequacy of staffing levels.

Section 2: The regular hours of work each day shall consist of 8 consecutive hours inclusive of a thirty (30) minute lunch period. Said lunch shall not be taken outside the confines of the Public Safety Building without the express permission of the Dispatch Supervisor or his designee.

Section 3: All employees' work schedules shall provide for a 10-minute rest period during each one-half shift. The rest period shall be scheduled at or near the middle of each one-half shift whenever practical. In no event shall the rest period be combined with a lunch period.

Section 4: Work schedules may be changed for reasons relating to the efficient operation of the Central Dispatch Office upon five (5) days' notice to the employee(s) involved, except where time and possible emergency do not permit said notice.

Section 5: In any event, no employee shall leave their workstation unless properly relieved.

Section 6: Except in cases of emergency, the regularly scheduled assignment of part-time employees shall not exceed 10% of the total hours required to adequately staff the dispatch office per week.

ARTICLE 8

COMPENSATION

Section 1: Effective July 1, 2016, July 1, 2017, and July 1, 2018 the base salary shall increase 2.0%. Base pay shall be the rates as reflected in the Central Dispatch Salary Schedule, which is included in this Agreement as Appendix A.

Section 2: An employee shall advance to the next step in grade upon the anniversary of his hiring date.

Section 3: In addition to the compensation set forth above, individuals employed by the town as public safety dispatchers prior to December 31, 2005 shall be entitled to longevity increments as described below. Individuals who are not employed by the Town prior to December 31, 2005 shall not be entitled to any longevity agreement. Eligible employees who leave employment in the unit and subsequently return shall forfeit longevity entitlement.

- (a) 3% increment after completion of five (5) years of continuous employment.
- (b) 3% increment after completion of ten (10) years of continuous employment.
- (c) 3% increment after completion of fifteen (15) years of continuous employment.
- (d) 3% increment after completion of twenty (20) years of continuous employment.
- (e) 3% increment after completion of twenty-five (25) years of continuous employment.

Section 4: The date from which the employee was employed full-time (permanent and continuous employment) shall be the governing date.

Section 5: A stipend of \$10.00 for each incidence/case per shift shall be paid to any female member of the bargaining unit who is requested to perform “matron duty” for the Police Department for each female detainee.

Section 6: Effective July 1, 2016, those employees regularly assigned to work between 4PM and 12AM (third shift) shall receive a night shift differential of \$1.00 per hour on base pay only; and those employees regularly assigned to work between 12AM and 8AM (first shift) shall receive a night shift differential of \$1.25 per hour on base pay only.

Section 7: Employees who maintained an EMT certificate for the entire prior fiscal year, shall be compensated \$350 by August 1st of the new fiscal year. Employees shall be responsible for maintaining their own certification, without additional compensation from the Town.

Section 8: Training new employees is understood to be the responsibility of all employees.

As needed, the Chief or his designee will designate a Communications Training Officer (CTO) to perform additional training duties and conduct periodic Trainee assessments with a Trainee on shift in accordance with Town policy.

During the designated training period the CTO will receive a flat rate stipend of \$8 per shift for each shift in which he/she performs the CTO functions. The CTO may be assigned to a Trainee for a period not to exceed twelve (12) weeks unless otherwise extended by the Chief or his designee. In order to be eligible to serve as a CTO the employee must be employed by the Town as a Public Safety Dispatcher for a period not less than two (2) years and must be an APCO International Certified Communications Training Officer.

ARTICLE 9

VACANCIES, TERMINATIONS, APPOINTMENTS, PROMOTIONS, ETC.

Section 1: The Town agrees to post a notice on the Dispatch bulletin board of any prospective job vacancy or newly created position in the bargaining unit as soon as practicable after the Town has knowledge thereof and it determines to fill said vacancy or position. Such notice shall state a date not less than five (5) days after such posting within which it will receive applications for such vacancy or position from eligible employees desiring to apply for such job. The Town agrees to notify the Union within five (5) days of the date that a vacant job has been filled.

Section 2: Resignations: An employee resigning his position should, whenever possible, give sufficient advance notice of his intention to enable the Town to make proper provisions for the filling of his position.

Section 3: Probationary Period: All appointments are made for a probationary period of one-hundred eighty (180) days, during which time the employee's performance is subject to

close review as to his competency to carry out the assignments of the position. Permanent status will be given to any employee who satisfactorily completes his probationary period in the position to which he was appointed, provided that his probationary period has not been extended. The Town reserves the right to extend the probationary period.

Section 4: Promotions: The parties agree that the Town Manager shall apply the following standards in respect to promotions and the filling of job vacancies within the bargaining unit:

1. Ability and qualifications, in the reasonable judgment of the Town Manager, to perform the available work;
2. Review of work history and past job performance;
3. Length of continuous service (seniority); and
4. Physical fitness for the job.

If, in the reasonable judgment of the Town Manager, the ability and qualifications of two or more persons are relatively equal, then length of continuous service shall be the determining factor. Promotion of employees to positions inside or outside of the Union shall be within the sole discretion of the Town and shall not be subject to a grievance beyond Step 3 of this Agreement.

ARTICLE 10

OVERTIME AND SHIFT REPLACEMENT

Section 1: Although overtime work will ordinarily be voluntary, employees shall recognize their responsibility to furnish overtime service when called upon to do so by the Town.

Section 2: Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times their regular rate of pay for all work performed in excess of forty (40) hours in one week.

Section 3: Overtime and shift replacement shall be distributed equally and impartially by seniority on a rotating basis among all dispatch personnel, including union employees, and non-union dispatch personnel except in the case of an emergency.

Section 4: An employee who has been by-passed for a voluntary overtime or shift replacement assignment shall be entitled to be called first on the next available assignment. If said employee declines the next available assignment, or cannot be reached in order to fill said assignment, then the assignment shall be distributed in accordance with the provisions of this article, without further recourse to the employee, the Union or the Town.

Section 5: When the Town is unable to fill a scheduled shift replacement through the overtime roster, the least senior union employee on a rotating basis shall be required to fill the shift.

Section 6: Notwithstanding the provisions of Section 5 in the case of an emergency, as determined with the sole discretion of the Dispatch Supervisor or his designee, overtime and shift replacement shall be distributed to the most available personnel.

Section 7: In an emergency when no dispatchers are available, the on duty dispatcher with the least seniority shall be required to remain on duty until otherwise relieved.

Section 8: No union employee shall be required to work more than one eight (8) hour mandatory overtime shift per week.

Section 9: Any employee required to remain on duty in excess of their regularly scheduled shift end-time shall be guaranteed a minimum of two (2) hours pay at time and one half.

ARTICLE 11

HOLIDAYS

The following language shall be effective July 1, 2006:

Section 1: All regular full-time employees shall be entitled to earn eleven days pay for the following holidays:

1st January - New Year's Day
3rd Monday in January - Martin Luther King's Birthday
3rd Monday in February - Washington's Birthday
3rd Monday in April - Patriot's Day
Last Monday in May - Memorial Day
4th July - Independence Day
1st Monday in September - Labor Day
2nd Monday in October - Columbus Day
11th November - Veteran's Day
4th Thursday in November - Thanksgiving Day
25th December - Christmas Day

Additional day(s) may be earned for any other day that may be declared a holiday by the Governor of the Commonwealth or General Court or Federal Government.

Section 2: In order to qualify for holiday credit, an eligible employee must have worked a complete shift on their last regularly scheduled working day prior to and the next regularly scheduled working day following such holiday unless the employee was on an approved vacation or personal day or was serving in the Massachusetts National Guard or Reserves.

Section 3: No employee shall receive holiday pay for any holiday for which said employee is scheduled and absent from work, such absences to include sick leave, injury leave, vacation, personal leave or any other leave provided under this agreement. Employee must work a complete shift on the holiday to earn holiday credit. Employees whose regular day off falls on a holiday shall be entitled to holiday credit subject to meeting all other terms set forth in Article 11.

Section 4: Holiday Pay shall be equal to one days pay and shall be payable twice per year on or about December 15 for holiday credits earned between July 1 and November 30

and on or about June 30 for holidays earned between December 1 and June 30. Holiday checks when due will be separate from the regular checks.

Section 5: Any employee who is not scheduled to work a holiday but is either called in on a mandatory shift or works a voluntary overtime shift shall be paid time and one half for all hours worked plus holiday pay.

ARTICLE 12

VACATION

Section 1: All regular full-time employees will be allowed vacation leave in accordance with the following schedule, except that no employee will be entitled to vacation leave until he has actually worked for the Town for thirty weeks in the aggregate during the twelve months preceding the first day of June of such year (see M.G.L. Ch. 41, Section 111); thereafter all vacation leave will accrue on an annual basis:

Less than five (5) years of service - 2 weeks

Less than ten (10) years of service but more than five (5) years of service - 3 weeks

Less than twenty (20) years of service but more than ten (10) years of service - 4 weeks

Twenty (20) years of service or more - 5 weeks

Section 2: Vacations will be scheduled for the convenience of the Town. The Dispatch Supervisor will be responsible for maintaining a seniority listing which shall be used as a basis for the granting of vacations during the most desirable periods. Vacations shall be scheduled by the Dispatch Supervisor in weekly periods. Vacations for less than one week will be allowed only when it is necessary or for the convenience of the Town.

Section 3: Upon termination of employment by dismissal through no fault or delinquency on the employee's part, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary. If the employee is discharged for just cause, no vacation will be paid.

Section 4: Absences on account of sickness in excess of those authorized for personal reasons not provided for under this Agreement may, at the discretion of the Town Manager, be charged to vacation leave.

Section 5: The Dispatch Supervisor, with concurrence of the Town Manager, will determine the number of employees to be on vacation leave at any one time.

Section 6: Vacations may be taken at any time during the year, with seniority prevailing subject to, and with the approval of, the Dispatch Supervisor and Town Manager.

Section 7: Upon the recommendation of the Dispatch Supervisor and with the approval of the Town Manager, an employee may be allowed to carry over more than five (5) vacation days in any one calendar year if, through no fault of his own, the vacation days could not be used during the previous calendar year.

ARTICLE 13

SICK LEAVE

Section 1: An employee who has completed six months of actual service shall be allowed seven and one-half days leave with pay and thereafter shall be allowed leave of one and one-quarter days for each month of actual service, provided such leave is caused by sickness or injury or by exposure to contagious disease. All employees shall have their accumulated sick leave reduced by one day for each working day or approved absence due to illness. Employees absent due to illness during the probationary period shall be placed on a leave of absence without pay.

Section 2: An employee shall be credited with the unused portion of sick leave granted under Section 1 of this Article up to a maximum of 180 days. On-the-job injury will not be taken from sick leave.

Section 3: If an employee's sick leave and vacation leave has been or is about to be exhausted, then an employee may make application in writing for additional allowance. Such additional allowances may be authorized by the Town Manager.

Section 4: An employee absent on account of illness or injury shall notify his supervisor as early as possible before the regular starting time of his workday on the first day of absence. Sick leave shall begin on the day notification of the illness is given by the employee, his family or his physician.

Section 5: For absence under this section, the Dispatch Supervisor or the Town Manager may require evidence in the form of a physician's certificate showing the necessity for absence, such certificate to give the nature of illness and the expected duration. If such certificate is not filed after request, therefore, such absence may be applied, at the discretion of the Town Manager, to vacation leave or leave without pay. The Dispatch Supervisor shall require such certificate at the end of one week of illness and subsequent certificates may be required at the discretion of the Town Manager.

Section 6: The Town Manager may require a medical examination of any employee who reports his inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Town Manager.

Section 7: Injury, illness or disability intentionally self-imposed, or resulting from the use of alcohol or drugs, shall not be considered a proper claim for leave under this Section.

Section 8: The Town reserves the right to have its employees undergo a medical examination. The time, frequency, place, and doctor shall be at the discretion of the Town. Costs for said examination shall be borne by the Town.

Section 9: Payment of Unused Sick Leave on Retirement or Death: Upon retirement or death of an employee, the employee or the estate shall receive compensation for unused accumulated sick leave up to 150 days at a rate of Fifty Dollars (\$50.00) per each day of unused sick leave.

Section 10: Family Illness Days: An employee who has completed six (6) months of actual service shall be allowed to use up to four (4) days of accrued sick time per year for time needed to care for a sick family member. Family member shall be restricted to parents, parents-in-law, spouse, children or a family member residing in the same household. The Town Manager, upon the request of the employee, may extend coverage for family illness days to other members of the employee's family who are ill. The use of family illness days shall be charged against sick time and carries all the implications, requirements and responsibilities of a sick day.

ARTICLE 14

DRUG AND ALCOHOL SCREENING

Section 1: Subject to the provisions of this Article, an employee shall be subject to immediate testing, if reasonable suspicion of non-prescription drugs, controlled substances or alcohol exists, as determined by the Town Manager or his designee(s). Determination of “reasonable suspicion” by the Town Manager or his designee(s) shall comport with constitutional/legal guidelines. The employee shall be advised by the Town Manager, or his designee(s), of the facts and circumstances constituting his determination of “reasonable suspicion” in each instance.

Section 2: The dispatcher shall be afforded the opportunity to request that a Union representative be notified that the town is requiring the dispatcher to be tested for the presence of non-prescription drugs, controlled substances or alcohol. In addition, the dispatcher may request that a member of the Union accompany them to the testing facility.

Section 3: No dispatcher who accompanies the dispatcher to be tested shall be compensated for such time. The accompanying dispatcher who is on duty at the time shall receive their regular pay for that shift.

Section 4: Neither notification of the Union representative or the right of the dispatcher to be accompanied shall vest the Union with any authority to limit the Town’s ability to require the testing. The inability to contact a Union representative shall not prohibit the Town from having the dispatcher tested forthwith.

Section 5: The Town shall transport the dispatcher to and from the Town designated testing facility. The Town Manager or his designee(s) may request that a police officer accompany them in transporting the dispatcher.

Section 6: A breath alcohol test shall be used to determine the presences of alcohol in the dispatcher’s system. Such test shall not be conducted by an officer of the Wilmington Police Department, unless the dispatcher is involved in a motor vehicle accident or is stopped by the Wilmington Police Department for another purpose and the police officer detects the presence of alcohol on the dispatcher who is operating the vehicle.

Section 7: With the exception noted in Section 6, the breath alcohol test shall be conducted by a qualified technician from an independent testing facility.

Section 8: Drug testing shall be conducted by analyzing a dispatcher's urine specimen. Each urine specimen will be subdivided into two bottles labeled as primary and split. Both bottles will be sent to the testing facility. Only the primary specimen is opened and used for the urinalysis. The split specimen remains sealed at the testing facility. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the dispatcher has seventy-two (72) hours to request that the split specimen be analyzed. The second test shall employ a methodology different from the first test, which shall be equal to the reliability of gas chromatography-mass spectrophotometry (GC/MC) or greater. If it produces a negative test result, the Town will pay for the costs of this split specimen analysis, otherwise the dispatcher will be expected to pay the costs incurred by the split specimen analysis.

Section 9: A dispatcher shall be placed on paid leave pending the test results.

Section 10: If a dispatcher tests positive for the first time for drugs or alcohol, the Town shall provide the dispatcher with a list of names, addresses and telephone numbers of locally available Substance Abuse Professionals (SAPs). The dispatcher shall schedule an appointment with an SAP within three (3) business days from the date they receive the list.

Section 11: In order for the dispatcher to become re-qualified to return to work he or she must undergo evaluation by the SAP. If the SAP evaluates the dispatcher and determines no treatment is necessary, the dispatcher will be eligible to return to work unless otherwise prohibited.

Section 12: If the SAP evaluates the dispatcher and determines that treatment is necessary, then the dispatcher must: (1) follow the course of treatment (which is determined by the SAP's evaluation); (2) be re-evaluated by the first SAP that made the evaluation and determination; (3) submit to return-to-duty test; and (4) submit to a series of follow-up tests. In the event that the substance abuse treatment requires the dispatcher to obtain rehabilitation services during a regular work shift(s), the dispatcher may use accrued leave time, including sick time during such absence from work. The imposition of disciplinary action shall not be excluded by this provision.

Section 13: The cost of the SAP shall be borne by the dispatcher through their health insurance plan or other means as available.

Section 14: The SAP shall determine the frequency and scheduling of the follow-up testing. Such follow-up tests are unannounced and must be conducted within the first twelve (12) months after the dispatcher's return to duty.

Section 15: Failure to submit to testing for alcohol or drugs or failure to meet with the SAP or failure to participate in the treatment and subsequent testing program as determined by the SAP or a subsequent positive test result for alcohol or drugs will result in disciplinary action up to and including termination.

Section 16: The Town shall take all reasonable steps to ensure that correspondence, invoices and other documents related to the drug and alcohol testing including test results and correspondence, invoices and other documents related to the substance abuse treatment remain confidential. The testing facility shall only communicate the results of the tests to the Town Manager or his designee(s).

Section 17: A procedure for the communication and handling of confidential information shall be established by the Town and agreeable to the Union. Such agreement shall not be unreasonably withheld.

ARTICLE 15

BEREAVEMENT LEAVE

Section 1: In the event of death in the immediate family of an employee, he will be granted leave with pay in the amount of five (5) days, and such leave shall not be charged to sick leave or vacation. In addition, one day per year shall be granted by the Dispatch Supervisor to attend the funeral of a close friend or relative not in the immediate family.

Section 2: “Immediate Family” is defined as wife, husband, child, brother, sister, parent and parent-in-law, daughter-in-law, brother-in-law, sister-in-law, son-in-law, grandparents and grandchildren, except that a relative residing in the same household may, for the purposes of this Article, be considered as part of the immediate family.

Section 3: Leaves of absence will be granted to veterans, as defined in M.G.L. Chapter 31, Section 21, when authorized by the Town Manager, to attend, without loss of pay, the funeral or memorial services of a veteran, as so defined, or of any person dying under other than dishonorable circumstances while serving in the Army, Navy, Air Force, Coast Guard or Marine Corps of the United States in the time of war or insurrection. (See M.G.L. Chapter 41, Section 111C).

ARTICLE 16

COURT LEAVE AND MISCELLANEOUS FRINGE BENEFITS

Section 1: Jury Duty: If an employee is called upon to serve on a jury, the employee will be paid the difference between any fees received while serving on the jury and his regular rate of pay.

Section 2: Court Leave: The Town will pay a four-hour minimum at time and one-half for the time spent in criminal court, where the appearance in court arises out of the performance of the job of dispatcher. The Town will pay at the rate of time and one-half for all hours spent in civil court where the appearance in court arises out of the performance of the job of dispatcher with no minimum guarantee provided, however, that such payment shall be in the discretion of the Town Manager in cases where the dispatcher is a defendant.

Section 3: The Town will continue to provide financial assistance for life, health and accident insurance pursuant to M.G.L. Chapter 32B and special sections of M.G.L. Chapter 32B, which have been accepted by the Town at Town Meeting.

Section 4: The Town shall pay 75% of the cost or 75% of the rates for each health insurance plan offered.

Section 5: The Town will replace eyeglasses broken or damaged on the job with glasses of equal quality, provided said damage was not caused by the employee’s own negligence.

Section 6: The Town shall make available a long term disability insurance program, the purchase of which shall be optional. All premiums to be paid by the employee.

Section 7: The Town shall provide a voluntary tax contribution benefit, flexible spending, and dependent care account. Any applicable per-enrollee service fees shall be paid by the Town and the employee in accordance with the contribution rates established in Article 16 Section 4.

ARTICLE 17

PERSONAL AND OTHER TYPES OF LEAVE

Section 1: Employees may be granted time off for which they will be paid at their normal rate to conduct personal business and may be charged to vacation leave upon application by the employees and approval of the Town Manager. Such personal leave shall not exceed three (3) days in any one calendar year.

Section 2: Effective January 1, 2006 each full-time employee shall receive three personal days per year regardless of sick day usage. The taking of said personal days shall be scheduled with the approval of the Dispatch Supervisor and may be carried over into the next calendar year. A maximum of three (3) personal days may be carried from one calendar year to another. During their first year of employment, employees hired between May 1 and August 31 shall be entitled to two personal days and employees hired between September 1 and November 30 shall be entitled to one personal day.

Section 3: Leave Without Pay: Employees may, with the approval of the Town Manager, be granted other leaves of absence. Except as otherwise provided in this Agreement, all such leaves of absence shall be without compensation. The granting of such leave shall protect the employee's existing continuing service for the leave period. A leave of absence will not be granted for employment elsewhere, except for military purposes.

Section 4: Request for Leave: Where approval of leave is required, requests shall be made in writing as far in advance as possible.

Section 5: Military Leave:

- A. Military leave of absence without pay shall be granted to any employee called to active duty with the State or Federal forces for a temporary or extended tour of duty. Employees ordered to active duty in the armed forces in the time of war or similar national emergency shall be allowed two weeks pay and granted all accumulated vacation and holiday leave with pay. Their job status shall not be affected by such leave.
- B. All short tours of duty or annual training periods of members of State or Federal reserve forces will be granted annual leave without loss of vacation leave and be compensated, therefore, up to the difference in pay he would have received if not on military leave.

Section 6: Injury Leave: (1) Unless the employee specifically requests a waiver from such coverage, each dispatcher shall be subject to all the benefits and limitations contained in M.G.L. Chapter 152.

As allowed in M.G.L. Chapter 152, Section 10C, the Town reserves the right to require that injured employees obtain medical treatment only from a limited list of providers established by the Town to be known as Preferred Providers. In addition, the Town reserves the right to implement a modified duty program which would require injured employees to return to modified duty if the modifications are satisfactory to either their treating physician or if the modifications are satisfactory to a physician who has conducted an Independent Medical Examination (IME) on the injured employee.

(2) Employees receiving injury compensation may not do part-time or full-time work for any other employer while they are receiving injury compensation.

(3) For absence under this Section, the Dispatch Supervisor or the Town Manager may require evidence in the form of a physician's certificate showing the necessity for absence, such certificate to give the nature of the injury, the physical limitations due to the injury, the treatment plan and the expected duration. If such certificate is not filed after request therefore, such absence may be applied, at the discretion of the Town Manager, to vacation leave or leave without pay. The Dispatch Supervisor shall require such certificate at the end of one week of injury and subsequent certificates may be required at the discretion of the Town Manager.

(4) An employee on a legitimate injury compensation claim can accumulate vacation leave, sick leave and personal time. If the claim is not accepted by the insurance company or the town, none of the aforementioned leave can be accumulated. It is understood that any accumulation of vacation leave, sick leave or personal time shall not accrue beyond the one year anniversary of the employee's work injury related absence.

Section 7: Maternity/Paternity Leave: Upon receipt from a member of the Union of a least four (4) week's written notice of her anticipated date of departure and intention to return, the Town Manager will grant a leave of absence without pay for maternity leave for up to four (4) months.

A member of the Union returning from maternity leave shall be returned to the same position or to a level or position substantially the same as that position which she held prior to the commencement of her maternity leave. All benefits to which the employee was entitled prior to her leave shall be restored to her. However, none shall have accrued during her maternity leave. Maternity leave shall not operate to deprive an employee of vacation time or step rate adjustments provided that the employee returns to work following expiration of maternity leave.

Paternity leave shall be made available to the employee under the same terms and conditions as maternity leave.

ARTICLE 18

UNIFORMS AND PROTECTIVE CLOTHING

Section 1: If an employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished to the employee by the Town.

Section 2: The Town agrees to provide all material, equipment and tools required to perform the duties assigned to the employees covered by this Agreement. The Town agrees to replace uniforms upon evidence that such uniforms need replacement.

Section 3: Routine maintenance and cleaning of dispatcher uniforms shall be the responsibility of each employee.

ARTICLE 19

ACCESS TO PREMISES

Representatives of the Union may enter the premises covered by this contract at any time during normal working hours for individual discussion of working conditions with employees, as long as such representatives do not interfere with the performance of duties assigned to the employees and provided permission has been granted by the Town Manager or his designee.

ARTICLE 20

BULLETIN BOARD

Section 1: Announcements shall be posted on bulletin board(s) convenient to the employees. Parties to this Agreement, both of which may use the bulletin boards for notices of routine nature, agree that it is improper to post denunciatory or inflammatory written material on such bulletin board(s).

ARTICLE 21

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: A grievance is defined to be any question of interpretation or application of the Agreement and shall be processed as follows:

Step 1: The Union Representative, with or without the aggrieved employee, may take up the grievance or dispute verbally or in writing with the employee's immediate supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The supervisor may require the attendance of the employee at the discussion if he so elects, shall attempt to adjust the matter, and shall respond to the steward or representative within five (5) working days.

Step 2: If the grievance has not been adjusted, it may be presented in writing to either the Police Chief or the Fire Chief within five (5) calendar days after the supervisor's response is received or is due. The Chief(s) shall investigate the matter, hold such hearings as he deems advisable and shall respond to the steward in writing within five (5) working days.

Step 3: If the grievance still remains unadjusted, it may be presented to the Town Manager in writing within five (5) calendar days after the response of the Chief(s) is due. The Town Manager may conduct such investigations and hold such hearings as he deems advisable, and shall respond in writing within fourteen (14) calendar days after receipt of the written grievance.

Section 2: Arbitration: If the grievance has not been adjusted, the Union, and not any individual employee(s), may submit the grievance to arbitration. Submission shall be made by registered mail, addressed to the American Arbitration Association (AAA), postmarked no later than twenty-eight (28) calendar days following receipt of the Town Manager's response, with a concurrent copy mailed to the Town Manager. Such arbitration shall be conducted under the rules of the American Arbitration Association. The parties shall share the costs equally. The arbitrator's decisions shall be final and binding on the parties. The arbitrator shall have no power to add to, subtract from, alter or amend the provisions of this Agreement.

Section 3: Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his supervisor, Police Chief, Fire Chief or the Town Manager, in the hopes of having the grievance adjusted to his satisfaction.

Section 4: Once an employee covered by this contract initiates the formal processing of a grievance under this Article, he shall be barred from handling it on an informal basis with the administration; it being the intention of this Agreement that once a remedy of a formal grievance procedure is elected, that remedy shall be exclusive.

Section 5: A grievance shall be deemed waived unless processed by the grievant to the next higher step within the same time limits specified, such time limits may be extended by mutual agreement. Such request for extension shall not be withheld in extraordinary circumstances, which preclude compliance with the time limits.

ARTICLE 22

DISCIPLINE FOR JUST CAUSE

Section 1: Employees in the bargaining unit may be discharged, suspended, demoted or otherwise disciplined for just cause. Some "just causes" for discipline are listed in the following subsections although discipline may be made for other just causes:

1. The employee has been convicted of a felony, or of a misdemeanor, involving moral turpitude.
2. The employee has willfully, wantonly, unreasonably, unnecessarily or through culpable negligence been guilty of brutality or cruelty to an inmate or prisoner or to a person in custody.
3. The employee has been guilty of any conduct unbecoming an employee of the Town while on duty.
4. The employee has violated any lawful official regulation or order, or failed to obey any proper direction made and given by a superior.
5. The employee has been under the influence of intoxicants while on duty.
6. The employee has been guilty of insubordination or of disgraceful conduct while on duty.
7. The employee is offensive in his conduct or language in public, or towards the public, town officials or employees.
8. The employee is incompetent or inefficient in the performance of the duties of his position.

9. The employee is careless or negligent with the monies or other property of the Town.
10. The employee has induced, or has attempted to induce, an employee in the service of the Town to commit an unlawful act or to act in violation of any lawful departmental or official regulation or order.
11. The employee has taken, for his personal use from any person, any fee, gift or other valuable thing in the course of work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded to other persons.

Section 2: Demotions: This form of penalty for disciplinary purposes may be made when the employee does not give satisfactory service in the position he holds. In cases of demotion, the Dispatch Supervisor must give the Town Manager a written recommendation citing the reasons for the demotion, and must give a copy of this recommendation to the employee. A demotion may be justified when the employee does not warrant dismissal from the service, but gives evidence of ability to perform work in a lower classification.

Section 3: Suspensions: Suspensions are temporary separations for disciplinary purposes where the cause is not sufficiently grave for dismissal. In cases of suspension, the Dispatch Supervisor will give the Town Manager a written recommendation including the reasons for suspension and will also give a copy of this recommendation to the employee.

Section 4: Dismissals: Dismissals are discharges or separations made for misconduct, inefficiency or other just cause. In accordance with the provisions of Section 12A, Chapter 592, of the Town Manager Act, officers and employees not subject to Chapter 31 of the Massachusetts General Laws shall not be removed by the Town Manager except on ten days' notice, setting forth the cause of such removal in writing.

ARTICLE 23

DISCRIMINATION AND COERCION

Section 1: There shall be no discrimination by Department Heads or other agents of the employer against any employee because of his race, creed, color, sex, age or because of his activity or membership in the Union. The employer further agrees that there will be no discrimination against any member for his adherence to any provisions of this Agreement.

Section 2: The Union agrees that neither its officers, members nor persons employed by the Union, shall discriminate against or coerce any employee for his non-membership in the Union.

ARTICLE 24

CONFLICT OF LAW

Section 1: Both parties agree that in the event of any conflict between the provisions of this Agreement and the provisions of State retirement and labor laws, on such matters as seniority, promotions, transfers, discharges, removals and suspensions, the State laws shall govern, except as otherwise provided in Section 7 of the Massachusetts General Laws, Chapter 150E; provided, however, that to the extent the General Laws of the Commonwealth allow a Municipal Collective Bargaining Agreement to prevail in the event

of conflict with any state or municipal law or regulation, the provisions of this Agreement shall prevail with full force and effect.

Section 2: Should any provision of this Agreement be found to be illegal by a tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE 25

SENIORITY

Section 1: Seniority shall mean the length of continuous service of an employee of the Town.

For the purpose of promotions and the filling of job vacancies, Union seniority shall apply, provided, however, an applicant within the department where the vacancy exists shall have a preference over an applicant from other Town departments, subject to the provisions of Article 9, Section 4 of this Agreement.

Seniority shall not accrue until date of permanent appointment, retroactive to date of initial employment.

For the purpose of layoff or job elimination, seniority within each job classification shall be determined on a departmental basis.

Section 2: "Continuous service" shall mean employment by the Town without a break in such employment. A break in employment shall cause a loss of all seniority rights. A break in the employment of an employee shall occur upon the happening of any one or more of the following events:

1. If an employee shall quit of his own accord.
2. If an employee shall be discharged.
3. The employee shall be absent in excess of three consecutive days without obtaining approval for such absence under the provisions of this Agreement.
4. The employee shall fail to return to work within three working days after the end of an absence authorized under the provisions of this Agreement.
5. If, after a layoff under Section 3 of this Article, an employee shall not return to work within two weeks after receipt of notice from the Town that he will be rehired under said Section 3.
6. An employee shall be absent due to a layoff under Section 3 of this Article for a continuous period of more than one year.

Section 3: In the case of layoff or reduction of personnel for lack of work or by reason of fiscal cutback, the laying off or demotion of employees within each job classification shall be determined by length of continuous service in the department; that is, the employee with the least seniority in the department shall be laid off or demoted first after receiving a two (2) week notice. Reinstatement within a classification or rehiring into the Union shall be in reverse order of seniority; that is, the person with the highest seniority shall be rehired or reinstated first. Nothing herein shall restrict the option of an employee to accept a layoff in

lieu of a reduction in job classification without loss of his right to be rehired hereunder. It is understood that layoff under this Section shall, in all aspects except the right to be rehired under this Section, constitute a termination of employment by the Town. The right to be rehired hereunder shall exist for a period of twelve (12) months from date of layoff.

Section 4: An employee who is displaced under Section 3 shall have the right, in lieu of layoff, to bump into an equivalent or lower-rated job in another department in which he has retained departmental seniority, if in the reasonable judgment of the Town Manager he is qualified to perform such job.

Section 5: In the scheduling of working hours, shifts, vacations and days off, the Town agrees, except in an emergency, to give preference to employees with seniority; provided, however, that the Town reserves the right to plan, direct and control the work of the Town at all times.

ARTICLE 26

BINDING EFFECT, TERMS AND DURATION

Section 1: Jurisdiction of Town Officials: It is agreed that once a collective bargaining contract is executed, an employee covered by such contract shall not have the right to a direct petition or appeal to any Town official, elected or appointed, or to seek the intervention of any Town official, elected or appointed, on a matter of said employee's wages, hours and conditions of employment; nor shall said employee seek to bring public pressure to bear on the Town's duly appointed bargaining representative, or the Town Manager, it being understood that the collective bargaining process, once elected by an employee group, shall constitute the exclusive means by which said group or its members shall negotiate or discuss the terms of their wages, hours and conditions of employment.

Section 2: It is further understood and agreed that where funds are necessary to implement any provisions of this Agreement, a request must be submitted to the Finance Committee and the Town Meeting for an appropriation, and that if said request is rejected, the matter shall be returned to the parties for further bargaining.

Section 3: Duration: This Agreement shall be effective as of July 1, 2016 and shall continue in full force and effect until and including June 30, 2019, or until such time as a new Agreement is reached. Either party may notify the other of its intention to commence bargaining for a successor agreement not less than six months prior to expiration and the parties shall proceed forthwith to bargain collectively with respect thereto.

This Agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during its term.

This Agreement signed this _____ day of _____

FOR THE TOWN OF WILMINGTON

FOR THE UNION

Chairman, Board of Selectmen

President

Town Manager