

AGREEMENT

TOWN OF HOLBROOK

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL 93, MASSACHUSETTS PUBLIC EMPLOYEES
LOCAL 1395

JULY 1, 2018 — JUNE 30, 2021

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AGREEMENT

This Agreement made and entered into at Holbrook, Norfolk County, Massachusetts on this _____ by and between the TOWN OF HOLBROOK, a municipal corporation of said Holbrook, hereinafter designated and referred to as “the Town”, and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, MASSACHUSETTS PUBLIC EMPLOYEES LOCAL 1395, acting as the agents of the Regional Public Safety Telecommunicators of the Town of Holbrook, covered by this Agreement, hereinafter designated and referred to as “The Union”, and Regional Public Safety Telecommunicators of the Town of Holbrook, hereinafter designated and referred to as “The Employees”.

WHEREAS it is desired to enter into an Agreement in accordance with the provisions of General Laws, Chapter 150E, with amendments thereto, with respect to wages, hours and other conditions of employment:

NOW, THEREFORE, for consideration of the mutual agreements herein contained and the performance of each of the parties hereto, of all the terms and provisions hereinafter set forth, the Town, the Union and the employees hereby mutually agree as follows:

ARTICLE I - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the Regional Public Safety Telecommunicators covered by this Agreement, except the Selectmen as hereinafter described, for the purpose of collective bargaining with respect to wages, hours and other conditions of employment.

ARTICLE II- PAYROLL DEDUCTIONS AND DUES

- A. The Union agrees that it will make membership in the Union available to all Regional Public Safety Telecommunicators covered by this Agreement, and such membership shall be on the same terms and conditions as are uniformly applicable to all members of the Union.
- B. The Town agrees to deduct, weekly, the Union dues and initiation fees from the earned wages of each employee covered by this Agreement, as determined by the Union. However, no such deduction shall be made except when authorized by an employee on the appropriate form, a copy of which is hereto annexed and marked “Exhibit A”. A copy of each authorization shall be submitted to the Town prior to any said deductions.
- C. The Union agrees to and hereby does indemnify and save the Town harmless from and against any and all claims, demands, suits or take any other form of liability which might arise out of or by reason of any action taken by the Town in reliance upon information

furnished to the Town by the Union for the purpose of complying with any of the provisions of this Article.

- D. The Town reserves the right to require a surety company bond covering the amount of dues to be deducted by the Town, and as indemnification under paragraph (C) of this Article.
- E. The principle of an agency fee is hereby established, in accordance with the provisions of General Laws, Chapter 1 50E, as amended, and this Agreement is made subject to said agency fee provisions, commencing July 1, 1987.

ARTICLE III - VACATIONS

- A. Whenever possible, priority of selection of vacation period shall be based upon length of service in the departments of the Town; that is, the principle of seniority with regard to vacations shall apply as long as it does not impair the efficiency of the department and shall be subject to the final approval of the department head. It is the intent of this paragraph that the efficiency of the department be unimpaired by vacations and nothing in this paragraph shall be construed as limiting the discretion of the department head in setting up the schedule of vacations.
- B. All selections for vacation periods shall be submitted on or before July first of each year during the term of this Agreement, and all vacations shall be taken between the period of July first and June thirtieth each year. However, this limitation may be waived by the department head.
- C. Vacation with pay will be granted the employees after the following period of continuous employment. A week shall be defined as two (2) day and two (2) night shifts.
- D. Supervisor vacation, holiday and other time off will be filled with another Supervisor at the discretion of the Town. If no supervisor is available the coverage will be filled by a Regional Public Safety Telecommunicator at the direction of the Director of Communications or his/her designee. Said non-supervisor individual shall receive 10% above his/her base pay for the shift.

TIME EMPLOYED

VACATION

| | |
|--|-------------|
| One year through completion of five years in any fiscal year. | Two weeks |
| Start of sixth year through completion of ten years in any fiscal year. | Three weeks |
| Start of eleventh year through completion of fourteen years in any fiscal year. | Four weeks |
| Start of fifteenth year through completion of nineteen years in any fiscal year. | Five weeks |

Start of the twentieth year and each year thereafter

Six weeks

Vacations shall not be cumulative from year to year.

ARTICLE IV- BEREAVEMENT

Each permanent employee covered by this Agreement shall be granted up to four (4) shifts leave of absence with pay, noncumulative, in the event of the death of any person in the immediate family. Bereavement time, up to and including the day of the funeral, shall be granted only if said employee was scheduled to work on those days. The members of the immediate family shall include grandparents, or parents you or your spouse, spouse, (Husband, wife or domestic partners of the same or opposite sex) brother, sister, brother in-law, sister in-law, child, grandchild, and any other relative of the employee who may have been living in the household at the time of such relative's death; however, there will be an additional two (2) shifts of bereavement leave added to the aforesaid period in the event of the death of a spouse of the employee. Domestic partners of the same or opposite sex shall have the same benefits as a married couple. At the discretion of the Communication Director, one additional bereavement shift may be granted in the event of the death of all other persons listed in this Article. One shift of bereavement leave shall be granted to attend the wake or funeral of other relations, defined as brother or sister of parents or first cousins.

In the event that notification of death occurs during the normal workday, the employee may commence, at his/her option, bereavement immediately or on the following day. Time off which is considered bereavement cannot be considered vacation or sick time.

In the event of the death of an employee's parent, spouse, or child, the department head shall grant, if requested, an additional shift of bereavement leave.

In the event of the death of a family member who resides out of state, the department head shall grant. If requested, additional time, not to exceed two (2) shifts, for travel time to attend such funeral.

In the event that the time period between the date of death and the day of the funeral exceeds four (4) days. The department head shall, if requested by the employee, delay the implementation of the allowed days off so long as the total allowed time off does not exceed the time periods stated above.

Notwithstanding the above, if an employee elects, for whatever reason, not to attend the funeral proceedings of the family member deceased, the maximum time allowed under this section shall not exceed one shift.

ARTICLE V - LEAVE OF ABSENCE AND PERSONAL DAYS WITH PAY

- A. Except as otherwise provided in this Agreement, all leave of absence shall be without compensation and may be taken only with the consent of the Board of Selectmen and the approval of the department heads.
- B. Each employee shall be entitled to five (5) personal shifts, with pay, during each fiscal year. The request for a personal day shall be made twenty-four hours in advance of the time requested, unless in the event of an emergency situation. It is understood that four personal shifts cannot exceed forty-eight (48) hours for the four shifts taken.

ARTICLE VI- SICK LEAVE

- A. No sick leave will be granted during the first three months of employment. Upon three months of continuous employment an employee shall be entitled to the following sick leave for personal illness or injury. Sick leave is earned at 1 ¼ days per month.

| <u>Time Employed</u> | <u>Sick Leave Allowance</u> |
|--------------------------|------------------------------------|
| Three months to one year | Up to a maximum of six work shifts |
| One year and over | Fifteen (15) work shifts each year |
| | Unlimited Accrual |

An employee who has accumulated 126 days of sick leave will be paid during the period of the accumulation the sum of \$250 for any year thereafter for which no sick days are taken and a forfeiture of \$50 for each sick day taken during a one-year period.

Employees who have not accumulated 126 shifts of sick leave shall be paid \$150 per year for any sick leave not taken, and a forfeiture of \$30 for each sick day taken during a one-year period.

Employees under this agreement are entitled to use up to three (3) of their annual sick leave entitlement to provide care for an illness to an employee’s spouse, domestic partner, child, parent or sibling.

A physician’s certificate of proof of illness may be required from the employee at the option of the department head after three (3) consecutive shifts of absence before payment is granted under the provisions of this section. Within the meaning of this Article, sick leave shall be absence from duty for illness or injury not sustained in the line of duty and for which the employee is entitled to compensation as an employee of the Town under the provisions of the General Laws of Massachusetts.

- B. Illness, injury or disability willfully self-imposed shall not be considered proper claim for leave under this section.
- C. Upon the death of an employee, the widow or heirs-at-law of the employee shall be compensated for any accrued sick leave, vacation, holiday pay or longevity.
- D. When an employee retires he/she shall be entitled to any accrued sick leave that he/she

may have earned to be paid as follows: employees with forty-two (42) or less accrued sick shifts at the time of election shall receive payment within the first year after election; employees with between forty-two (42) and eighty-six (86) accrued sick shifts shall receive payment for up to forty-two (42) accrued shifts within the first year and up to forty-two (42) accrued shifts within the second year after election; and employees with more than eighty-six (86) accrued sick shifts shall receive up to forty-two (42) shifts within the first year, forty-two (42) within the second year, and the balance within the third year after election. The payment during the first year shall be made at the first available funding opportunity. Payments during the second and third year shall be made on the anniversary date of election. The value of all accrued sick shifts shall be calculated as of the date of election.

- B. The department head or his/her designee shall be allowed to visit or call the location so designated by said employee. However, the department head or his/her designee shall not have the right to enter the actual dwelling house of the employee unless invited by him/her to do so, but may make an inquiry at the dwelling house or designated location at any time, except between the hours of 10:30 p.m. and 8:00 a.m.

ARTICLE VII- HOURS OF WORK

The regular workweek shall consist of forty-two (42) hours in two consecutive night shifts of fourteen hours per night and two consecutive day shifts of ten (10) hours per day, in a schedule and manner deemed advisable by the Communication Director.

Any work over a prescribed shift shall be compensated at the rate of time and one-half.

In an event that a Regional Public Safety Telecommunicators is called back to work after their regular shift they shall be paid for a minimum of 2 hours.

All extra shifts will be offered to full-time Regional Public Safety Telecommunicators before any work is offered to part-time employees, including holiday shifts.

There will always be a minimum of two Regional Public Safety Telecommunicators working on all shifts to not including the Director of Communications.

Night Differential: In addition to the established wage rates, the Town shall pay to each employee a premium of 6% of the weekly base pay for each week the employee works the night shift, that is the night shift commencing at 6:00 p.m. and ending at 8:00 a.m., as a weekly night differential.

An employee who is assigned to said night shift and receiving night differential will continue to receive said differential when off duty due to illness or injury.

The permanent Regional Public Safety Telecommunicators shall be offered vacation and sick leave

overtime on shift coverage as evenly as possible before such work is offered to part-time Regional Public Safety Telecommunicators.

ARTICLE VIII- HOLIDAYS

The following days shall be paid holidays for Regional Public Safety Telecommunicators:

| | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Washington's Birthday | Veterans' Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

A holiday day may be used in lieu of holiday pay. Holiday days may be used at any time during the year, except for the month of June. Any unused Holiday's from July through November to be paid in the second payroll period of December, and any unused Holiday's from December through May shall be paid out in the second payroll of June. Holiday days must be used singularly and may not be used accumulatively. Holiday days are subject to the department head's final approval.

However, any employee regularly scheduled to work on any of these holidays must work on that day or forfeit holiday pay for the particular holiday not worked. Said holiday pay shall consist of 1/4th of the week's pay and shall be accumulative and not paid to the employee until his regular pay day in the second week of June of each fiscal year during the term of this Agreement, at which time said holiday pay (less any holiday pay forfeited as herein before provided) shall be paid in one lump sum; however, if an employee desired payment other than in a lump sum for accumulated holidays, he shall have the option to elect to be paid as the holidays occur, provided he files a written election to be paid as the holidays occur, said election to be delivered to the Communication Director in a form satisfactory to himself.

Uniforms

Each Regional Public Safety Telecommunicators shall be given the sum of \$1000.00 annually. To be paid semi-annually in September and March to offset the cost of uniforms required by his employment.

School Coverage

If an employee takes a course of study approved by the Communication Director and he/she is scheduled to work at the same time the course is meeting, his/her shift will be covered and he/she will not be charged for the time off. If the employee attends said course on his/her own time, said employee shall be paid at the rate of time and one-half for the hours he/she attended the course.

Seniority

The principal of seniority shall govern and control in the case of the reduction in work force and choice of vacation periods and in the case of a lay off or a reduction of work.

Union Business

If covering for someone who is on union business, the employee who works shall be paid.

ARTICLE IX - LONGEVITY

Longevity shall be paid in the following manner on the date of Employment Anniversary:

| Completed years of employment | Annual Payment |
|-------------------------------|----------------|
| 5 years | \$300.00 |
| 10 years | \$600.00 |
| 15 years | \$900.00 |
| 20 years | \$1200.00 |
| 25 years | \$1500.00 |

ARTICLE X - GROUP INSURANCE & HOSPITALIZATION PLAN

The Town will offer health insurance in accordance with the 2017-2023 Memorandum of Agreement entered into by the Town of Holbrook and the Town of Holbrook Public Employee Committee that took effect on July 1, 2017, and any amendment or continuation thereof.

ARTICLE XI- SALARIES

The first six months of employment shall be a probationary period. Respective department heads shall have the right to recommend suspension of the time requirement as to step increases, if he/she deems such suspension in the best interest of the Town of Holbrook. Such department head may also recommend payment of any rate not less than minimum nor greater than maximum within such suspension period. All suspensions of time and the actual rate of pay during the suspension period shall be subject to approval by the Board of Selectmen on an individual case by case basis.

Salaries shall be as follows:

| | 07/18 (+2%) | 07/19 (+2%) | 07/20 (0%) (\$150 |
|-----------------------|-------------|-------------|-------------------|
| to base pay) | | | |
| 0 to end of 4th year: | \$843.25 | \$860.12 | \$1,010.12 |

| | | | |
|---------------------|----------|----------|------------|
| Start of 5th year: | \$860.12 | \$877.32 | \$1,027.52 |
| Start of 10th year: | \$877.32 | \$894.86 | \$1,044.86 |
| Start of 15th year: | \$894.86 | \$912.77 | \$1,062.77 |
| Start of 20th year: | \$912.77 | \$931.02 | \$1,081.02 |
| Start of 25th year: | \$931.02 | \$949.64 | \$1,099.64 |

Supervisor(s) of Communication

The Supervisor(s) of Communications shall be paid at a rate ten percent (10%) greater than that paid to a Regional Public Safety Telecommunicators. There shall be a new Senior Supervisor position (1) that shall be paid at the rate of 5% above the Supervisor of Communication pay.

First Responder

Regional Public Safety Telecommunicators maintaining certification as First Responders shall be paid a stipend of \$300.00 annually for the term of this Agreement. This will be paid semi-annually in the following months of December and June.

Emergency Medical Regional Public Safety Telecommunicators

All full-time Regional Public Safety Telecommunicators shall maintain a certification, as an Emergency Medical Regional Public Safety Telecommunicators and will be paid stipend annually of \$2250.00. This will be paid semi-annually in the following months December, and June.

All off duty time spent re-certifying shall be paid at a rate of time and one half. Regional Public Safety Telecommunicators shall be included in Fire Department sponsored in-house training sessions. Any employee who for any reason does not attend in-house training sessions and must make up such deficiency in off-duty time will receive pay for an amount not to exceed the amount that he/she would have received had they attended the scheduled course.

Emergency Medical Dispatch Coordinator

The employee selected to be the Emergency Medical Dispatch Coordinator shall receive a Fifteen hundred dollar (\$1500.00) stipend per year for carrying out duties of said Coordinator. This stipend will be paid twice annually.

IMC Liaison

The employee selected to be the IMC Liaison shall receive a One thousand dollars (\$1000.00) stipend per year for carrying out duties of said Liaison. This stipend will be paid annually. It will be paid semi-annually in December and June

911 Liaison

The employee selected to be the 911 Liaison shall receive a One thousand dollars (\$1000.00) stipend per year for carrying out duties of said Liaison. This stipend will be paid annually. It will be paid semi-annually in December and June

Training Instructor

The employee selected to be the Training Instructor shall receive a One thousand dollars (\$1000.00) stipend per year for carrying out duties of said Instructor. This stipend will be paid annually. It will be paid semi-annually in December and June

ARTICLE XII COMMUNICATIONS SUPERVISOR(S)

Supervisor(s) of Communications

Duties of Supervisor(s)

1. Emergency Medical Dispatch Oversight Call review.
2. Supervises and coordinates the operations and activities of all personnel assigned to the Emergency Communication Center.
3. Monitors radio transmissions and telephone conversations for quality control.
4. Coordinates initial and on-going training of personnel.
5. Reviews policies with staff and provides first level of improvement.
6. Notifies and coordinates with command personnel on incidents of major or potential significance or disaster.
7. Refer to job posting for rest of responsibilities.
8. All other duties that are required by Director of Communications.

ARTICLE XIII - NO STRIKE CLAUSE. ETC.

The Town, the employees and the Union and its officers or agents, hereby agree that they will comply with provisions of Massachusetts General Laws, Chapter 150E.

ARTICLE XIV - JURY DUTY

An employee called for jury duty shall be paid by the Town in an amount equal to the difference between the compensation for a normal working period and the amount paid by the Court. Excluding the allowance for travel.

ARTICLE XV - MILITARY TRAINING

Employees with more than one year of continuous employment by the Town (next prior to the time of performing the service herein referred to) who are required to report for temporary summer or like period of training in the military forces of the Nation or the Commonwealth, shall be paid an amount equal to the difference between compensation for a normal working period of two weeks and the amount paid for military training. An employee, on request, may combine his military leave with regular vacation period.

ARTICLE XVI- SENIORITY

- A. The length of continuous service of the employee within the unit shall determine the seniority of the employee.
- B. In the case of equal qualifications among employees, the principal of seniority shall govern and control in cases within the bargaining unit of transfer, decrease or increase of the working force, as well as preference in assignment to shift work and choice of vacation period.

ARTICLE XVII- JOB SECURITY

No employee shall be discharged or suspended without just cause unless the employee is discharged or suspended during a one-year period from the date of his or her first employment.

ARTICLE XVIII- MATERNITY LEAVE

A leave of absence without pay will be granted for a period up to four (4) months after delivery for all employees covered by the terms of this Agreement. A bargaining unit employee may work so long as her physician permits. An employee may use accumulated sick leave during maternity leave.

ARTICLE XIX - REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible. In offices where there is more than one employee, the rest periods shall be staggered.

ARTICLE XX - WORKING OUT OF CLASSIFICATION

Any employee who is temporarily assigned by the department head to a vacant position in a

higher grade and assumes all duties required within this period for a period of one week or more shall receive the salary rate for the higher position from the first day of the appointment. This Article does not include employees on a probationary period or absence due to vacation.

ARTICLE XXI - JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place (within Town Hall, Police Station, Fire Station) listing the pay, duties and qualifications. This notice of vacancy shall remain posted for five (5) working days. Employees interested shall apply in writing within the five (5) working day period.

- A. The department head will award the position to the senior applicant qualified within the department.
- B. If no applicant in the department is qualified, the department head may award the position to the most senior applicant qualified within the bargaining unit.
- C. If no applicant within the bargaining unit is qualified, the department head will then advertise and fill the position from outside the bargaining unit.

ARTICLE XXII - THE BARGAINING COMMITTEE SECURITY

The Town agrees not to discriminate in any way against employees covered by this Agreement, or against the Bargaining Committee for Union activities.

ARTICLE XXIII- MANAGEMENT RIGHTS

Except as specifically limited or modified by the express terms of the Agreement, the Board of Selectmen and the Communications Director shall retain sole and complete authority to supervise, direct and control the operation of the Regional Public Safety Telecommunicators, including but not limited to the right to select and hire, discipline, suspend and discharge for just cause all employees, transfer, promote and demote all employees; to determine the size, composition and assignments of the work force; to assign overtime; to sub-contract work and take any other action whatsoever in carrying out its responsibility to operate the Regional Emergency Communication Center, so long as consistent with the express terms of this Agreement. Notwithstanding the foregoing, any new employee may be discharged by the Board of Selectmen or department head within the period of one hundred and eighty (180) days of employment, for any cause. Said year of employment shall commence from date said employee is hired.

In the event the Town sub-contracts any work, the employees working at that time shall not be replaced by said sub-contract workers.

ARTICLE XXIV - DURATION

This Agreement shall take effect on July 1, 2018, and shall remain in force and effect until June 30, 2021. It shall continue in force and effect from year to year thereafter, unless changed or terminated in the above manner and in the manner provided herein.

ARTICLE XXV - SCOPE OF THE AGREEMENT

It is hereby agreed that any provision of this Agreement which requires the appropriation of money by the Town (or if any or all of the provisions of this Agreement require approval of the Town or amendment of a Town by-law, under any provision of the General Laws of the Commonwealth of Massachusetts) then this Agreement shall not go into effect and shall not be binding on the parties to this Agreement until said appropriation, approval or amendment is made by vote of the Town. In the event the Town shall fail to make such appropriation, approval or amendment, then those parts of the Agreement so affected shall be null and void and no binding effect between the parties hereto, and those parts of this Agreement which may be legally binding on the Town shall remain in full force and effect during the term of this Agreement, and in this event, the parties agree to renew collective bargaining negotiations.

ARTICLE XXVI- EXCULPATORY CLAUSE

It is hereby expressly agreed that the members of the Board of Selectmen, or the Town Administrator or the members of the Personnel Board of the Town of Holbrook acting as their agents, who shall execute this Agreement on behalf of the Town are not personally liable in any way under this Agreement or for any representations expressed or implied pertaining to the within Agreement or the execution of the same.

ARTICLE XXVII- DEPARTMENT HEADS

The department head referred to in this Agreement shall be the Communication Director.

ARTICLE XXVIII- PART-TIME EMPLOYEES

For the purposes of this Agreement, “part-time employees” are defined as employees who work between 20 and 35 cumulative hours per workweek, not including overtime. Part-time employees shall be entitled to all benefits accruing under this Agreement in proportion to the number of hours

worked, including reductions in part-time hours: provided, however, that any part-time employee whose hours previously have been or subsequently are reduced to less than 20 hours shall retain their status under this Agreement and shall continue to receive all benefits in proportion to the number of reduced hours worked.

ARTICLE XXIX - GRIEVANCE PROCEDURE

If there is a grievance between the parties to this Agreement as to the meaning and application of the terms and provisions of this Agreement, then such grievance shall be handled by the following grievance procedure:

Step 1 — The employee shall present the grievance in writing to the department head, who shall have three (3) days (exclusive of Saturday, Sunday and holidays) to render a decision.

Step 2 — In the event the grievance is not settled by the action of the department head, then said grievance shall be presented in writing to the Board of Selectmen within three (3) working days after the department head's response is due. The Board of Selectmen shall respond to the Union Steward in writing within fourteen (14) working days. Failure by the said Board to reply within this period shall be construed as a decision favorable to the employee.

Step 3 — If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of said appropriate Board is due, by written notice to the other party, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Town and the Union within seven (7) days after notice has been given. The American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Town and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike one name and the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The arbitrator selected by the parties shall hold hearings promptly and unless the time limits are extended by mutual agreement of the parties, he/she shall issue his decision not later than thirty (30) days from the date of the close of the hearings; or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs. The failure of the arbitrator to issue his/her decision within the time limit herein provided for, shall not invalidate or affect the grievance in any way. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, application of law, if applicable, reason and conclusion. The decision of the arbitrator shall be binding and final upon the Town, the Union and the aggrieved employee.

The arbitrator shall not amend, change or alter the collective bargaining agreement in effect at the time of the grievance, and his sole duty shall be to interpret the said collective bargaining agreement with reference to said grievance.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union.

A verbatim record of the proceedings shall be considered a normal and usual procedure (unless all parties, including the Arbitrator, elect not to make such record), the cost of which shall be borne equally by the Town and the Union.

Grievances involving disciplinary action shall commence at the second step.

It is mutually agreed that the Town and the Union will abide by the rules of the American Arbitration Association when they select the Association as final arbitrator.

ARTICLE XXX - TERMINATION OF EMPLOYMENT BY DEATH

In the event of death of an employee, his/her heirs-at-law shall receive any accrued pay due because of vacation pay, holiday pay, sick leave or longevity.

ARTICLE XXXI- MODIFICATION OF AGREEMENT

- A. There shall be no changes, variation, amendments, waivers or modifications of any terms or conditions of this Agreement unless the same in writing and duly executed by the parties to this Agreement.
- B. In the event any part of this Agreement is declared unconstitutional or in violation of any law, that part of the Agreement so affected will not be binding between the parties, nor be in effect under this Agreement, but any of the remaining parts not so affected shall continue in full force and effect.
- C. A waiver of any breach of condition of this Agreement shall not be construed as a waiver of future enforcement of any and all terms and conditions of this Agreement.
- D. It is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized party's signatory to the Agreement prior to thirty (30) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for the purposes of discussion and amicable accommodation of the desired changes. Nothing in the Article shall preclude the Union or the Town from modifying any previous proposals during the course of negotiations.

ARTICLE XXXII - LAY-OFFS

In the event that a lay-off is necessary due to budget cuts, an employee who has acquired municipal

seniority rights for a period of six months shall be given a fourteen (calendar) day written notice before the lay-off becomes effective, during which time Job Descriptions of other positions shall be made available.

When an employee with said acquired seniority rights is about to be laid off due to budget cuts in his department, he or she shall accept other work available; if other work is not available said employee shall be given the opportunity to replace only the employee within the same classification or lower, who has the least amount of seniority within that classification, within the bargaining unit.

ARTICLE XXXIII - RECALL RIGHTS

Laid-off employees shall have the right of recall for a period of two (2) years. When a position becomes available a laid-off employee will have the right to fill any vacancy provided the employee is qualified.

The Town of Holbrook (the employer) shall give notice of an open or new position to all employees laid off for less than two (2) years by registered mail and telephone call to the last known address and telephone number of each laid-off employee. A laid-off employee so notified shall respond within ten (10) days.

Employees who have been laid off shall, when work is again available, be employed in order of their seniority within the bargaining unit provided they qualify for re-employment.

ARTICLE XXXIV - HAZMAT DISPATCH AGREEMENT

Regional Public Safety Telecommunicators agree to dispatch/page district 1, 2, 3 & 6 hazmat teams.

Regional Public Safety Telecommunicators will receive and be compensated for adequate training on Hazmat policies and procedures.

One Regional Public Safety Telecommunicators will be called back for all tier 2 and above hazmats or at the discretion of the Communications Director.

All other contracts and side agreements will remain in effect.

Stipend for dispatching hazmat will be \$1,000 annually. This will be paid quarterly in the following months December, March, June and September.

Abington/Sharon Dispatch Stipends (Article XXXV and Article XXXVI)

Effective July 1, 2020, the annual stipends for dispatching Sharon Fire and Abington Fire shall be rolled into the base pay for the Fire Alarm Operators, and the references to same stipends shall be removed from the collective bargaining agreement.

ARTICLE XXXV - SHARON DISPATCH AGREEMENT

Regional Public Safety Telecommunicators agree to receive 911 calls/alarm boxes and dispatch Sharon Fire to emergencies.

Regional Public Safety Telecommunicators will receive and be compensated for adequate training on Sharon Fire policies and procedures.

Communications Director shift will be amended and he/she will work four day shifts (Monday through Thursday, 10 hours each day). Two of the above days will be “administrative days” for Norfolk County Fire Chiefs and will be continued to be funded through the Norfolk County Chiefs Association. Admin days and hours will be flexible to allow for attendance of meetings, projects, etc. This is an expansion of the current agreement from 2 days to 4 days to meet the requirements of this position and added responsibilities.

Communications Director will continue to work for Town of Holbrook.

A full-time dispatcher will be hired to work open shift (2 days, 2 nights) to replace the current part time person that now is working 2 – 14 hour night shifts with compensation from Norfolk County Fire Chiefs.

In the event of a reduction of work force or lack of funding from Town of Sharon, the Communications Director will go back to his/her prior shift and all stipends and all related payments will also cease to be paid.

Regional Public Safety Telecommunicators will be called back for duty in the event of a fire or major incident in Holbrook, Sharon, and Norfolk County or at the discretion of Communications Director.

When the Communications Director is on his/her shift and a “desk shift” for the same time becomes available, it will be filled with overtime.

Overtime will continue to be offered to full time Regional Public Safety Telecommunicators equally according to the contract.

All other contracts and side agreements will remain in effect.

Stipend for dispatching Sharon Fire will be \$5,200 annually and will be paid \$100 weekly and shall be added in the Fire Alarm operator base weekly pay. This article can be removed once the stipend has been added as base pay and it no longer considered a stipend. and in the event the Sharon Dispatch agreement ceases to continue, then related stipends will cease to be paid.

ARTICLE XXXVI - ABINGTON DISPATCH AGREEMENT

Regional Public Safety Telecommunicators agree to receive 911 calls/alarm boxes and dispatch Abington Fire to emergencies.

Regional Public Safety Telecommunicators will receive and be compensated for adequate training on Abington Fire policies and procedures.

Stipend for dispatching Abington Fire will be \$2,600 annually and will be paid \$50 weekly and shall be added in the Fire Alarm operator base weekly pay. This article can be removed once the stipend has been added as base pay and it no longer considered a stipend, and in the event the Abington Dispatch agreement ceases to continue, then related stipends will cease to be paid.

ARTICLE XXXVII – NORFOLK COUNTY CONTROL DISPATCH AGREEMENT

Regional Public Safety Telecommunicators agree to dispatch/page for Norfolk County Control (NCC).

Regional Public Safety Telecommunicators will receive and be compensated for adequate training on Norfolk County Control policies and procedures.

One Regional Public Safety Telecommunicators will be called back for all 2nd alarm fires and above and at the discretion of the Communications Director.

All other contracts and side agreements will remain in effect.

Stipend for dispatching Norfolk County Control will be \$500.00 annually. This will be paid semi-annually in the following months December and June.

TOWN OF HOLBROOK

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO COUNCIL 93
MASSACHUSETTS PUBLIC EMPLOYEES
LOCAL 1395:
