

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF ACTON

AND

TEAMSTERS LOCAL UNION NO. 25

JULY 1, 2015

TO

JUNE 30, 2018

ARTICLE I – PREAMBLE

This agreement is made and entered into by and between the Town of Acton, Massachusetts, hereinafter referred to as the “Town”, and the Teamsters Local Union No. 25, an affiliate of the International Brotherhood of Teamsters, with principal offices located at 544 Main Street, Boston, Massachusetts, 02129-1113, hereinafter referred to as the “Union”.

ARTICLE II – WITNESSETH

WHEREAS, the Union has been certified by the Labor Relations Commission of the Commonwealth of Massachusetts, Case No. MCR-06-5222, for certain employees of the Town of Acton (Public Safety Dispatch) and;

WHEREAS, it is the desire of the Town and the Union to establish and maintain mutual understanding, cooperation, and harmonious relationships between them;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE III – RECOGNITION

Pursuant to MLRC Certification no. 06-5222, the Town hereby authorizes the Union as the sole and exclusive bargaining agent for all full-time and part-time E-911 dispatchers and Lead Dispatcher who work as a public safety dispatcher of the Town of Acton excluding all confidential, managerial, casual and other employees of the Town of Acton.

ARTICLE IV – MANAGEMENT RIGHTS

All rights, functions and prerogatives of the Employer formerly exercised by the Employer pertaining to the operation or management of the Town of Acton remain vested exclusively in the Employer except to the extent they may be affected by any of the terms in the Agreement. These rights whether exercised or not, include, without being limited to, all rights and powers given to the Employer by law; the right to operate, manage and control the dispatch and its activities and to direct the work of its employees and the use of its properties, facilities and equipment; the right to establish, change or discontinue duties, including the right to introduce, change or discontinue methods, facilities operations, processes, services and techniques; to determine the level or service to be provided and the number and type of bargaining unit employees; to require reasonable standards of performance and the maintenance of discipline, order and efficiency; to determine educational and professional standards and to direct the employees; to determine employee competency and the assignment of work; provided, that if any decision to contract services would affect bargaining unit employees, the impact of such a decision, upon proper request by the union, will be negotiated with the Union; to establish or change any form of employee benefits in excess or in addition to those provided by this Agreement provided that the Employer furnishes reasonable and adequate notice to the Union to discuss such improvements or additional benefits; the

right to select, hire, evaluate, transfer, and promote employees consistent with this Agreement; the right to discharge or otherwise discipline employees for just cause, the right to promulgate and enforce rules relating to policies, operations, and safety measures. The failure by the Employer to exercise any of its rights shall not be construed as a waiver of those rights.

ARTICLE V – STABILITY OF AGREEMENT

No employee or group of employees within the bargaining unit may modify or waive any provision of this Agreement.

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such term or condition, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, or ordinance or order promulgated by the Town.

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation, the parties agree immediately to meet and negotiate such parts or provisions affected.

No amendment to this Agreement shall bind the parties hereto unless in writing and signed by the parties hereto. No practice, condition of employment or benefit or oral agreement not expressly stated in this Agreement shall be binding on the Town or the Union. The parties further agree that only matters which are expressly and specifically limited or restricted by a provision of this Agreement shall be subject to the grievance arbitration provisions of this Agreement.

ARTICLE VI – NO STRIKE OR LOCK-OUT CLAUSE

It shall be unlawful, pursuant to G.L. c. 150E, § 9A, for any employee or the Union to engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, picketing, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform, in whole or in part, duties of employment, however established and the withholding of overtime services.

Should any employee or group of employees covered by this Agreement engage in any such job action, the Union shall take all reasonable means to induce the employee(s) to return to work.

Employees who participate in the activity or activities set out in this Article may be disciplined or discharged as the Town, acting in its judgment, deems proper; provided, however, that an issue of fact as to whether an individual has engaged in such activity may be the subject of the grievance-arbitration procedures set out herein.

The Town may, in addition to the remedies under Chapter 150E of the General Laws, file an independent action in the appropriate forum to enforce this Article.

ARTICLE VII – ACCESS TO PREMISES

Authorized Local 25 business agents of the Union shall have access to the public portion of the Town's establishment at any time, and to the dispatch lunchroom at any reasonable time, for the purpose of determining whether or not the terms of this Agreement are being complied with. Such visits shall not interfere with Town business. Employees, with whom the Union agents are visiting, shall be subject to recall for emergencies. No more than two (2) business agents shall have access at one time.

The Union will provide a list of authorized agents to the Chiefs.

ARTICLE VIII – PROBATIONARY PERIOD

A twelve (12) month probationary period shall be served by all new employees covered by this Agreement.

When there is a vacancy in the Lead Dispatcher position if the successful candidate is an internal candidate there will be a six (6) month probationary period. The successful internal candidate, during the six (6) month probationary period, may return to a dispatcher position. An external candidate will serve the twelve (12) month probationary period set out in the collective bargaining agreement.

ARTICLE IX – DISCIPLINE AND DISCHARGE

Employees, who complete their probationary period, may not be disciplined or discharged, except for just cause.

ARTICLE X – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - Grievance Procedure

A "grievance" shall mean a complaint (1) that there has been, as to a party to this agreement or member of the bargaining unit, a violation or misinterpretation of any of the

provisions of this agreement. As used in this Article, reference to a single employee shall include also a group of employees having the same grievance.

Prior to the official filing of a grievance, the grievant(s) will make every effort to resolve the matter in a discussion with the Supervisors and the Union representative. If this fails and the grievant(s) and Union elect to pursue the grievance, the following steps shall be followed:

Step 1 - Supervisors

The Union shall submit the grievance, in writing, to Supervisors within ten (10) days of an action or failure to take action. The written grievance shall include the facts on which the grievance is based, the express provisions of his agreement alleged to have been violated, and the remedy requested. The Supervisors shall respond to the grievance within ten (10) calendar days following its submission.

Step 2 - Police Chief and Fire Chief

If the grievance is not resolved at Step One, the Union may submit to the Police Chief and Fire Chief, within ten (10) calendar days following receipt of an answer from the designees of the Police Chief and Fire Chief; or, if an answer is not received the date on which it was due, the Police Chief and Fire Chief shall answer the grievance within ten (10) calendar days of its submission.

Step 3 - Town Manager

If the grievance is not resolved at Step Two, the Union may submit to the Town Manager, within ten (10) calendar days following receipt of the Police Chief and Fire Chief's answer, or if an answer is not received the date on which such answer was due, the Town Manager, or a designee, shall answer the grievance within twenty-one (21) calendar days of its submission.

Section 2 - Town Grievance

The Town may file a grievance by submitting, in writing, to the Local Steward within ten (10) days of an action or failure to act, the complaint and facts on which the grievance is based. The Local Union Steward shall respond to the grievance within ten (10) calendar days.

Section 3 - Arbitration

Grievances not settled in the Steps of the grievance procedure may be referred to an arbitrator, agreed upon by the parties, within thirty (30) days of the denial at Step 3, only the Union or Town may submit a grievance to arbitration. If the parties are unable to agree upon an arbitrator, the arbitrator shall be designated by the American Arbitration Association under its current rules and procedures. The fee and expenses of the arbitrator

shall be shared equally by the parties and each party shall bear the expense of its own representatives and witnesses.

The arbitrator shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator, within the scope of his authority, shall be final and binding upon the parties.

The arbitrator shall only determine issues that are submitted to him by the parties.

ARTICLE XI – UNION SECURITY

(a) Union Dues

The Employer agrees to deduct from the pay of all employees covered by this Agreement, who have signed a dues deduction authorization form, the dues, initiation fees and/or other assessments of the Local Union. The monthly dues shall be deducted in equal installments each pay period. The dues shall be remitted to the Union monthly.

The Union agrees to indemnify the Town from all damages and costs including attorneys' fees that arise out of the Town's compliance with this Article.

(b) Stewards

The Town recognizes the right of the Union to designate Union stewards and alternates. The Union shall notify the Police and Fire Chief of the identity of the stewards.

The authority of the Union stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Town's designated representative(s) in accordance with the provisions of this collective bargaining agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve any interference with the Town's business.

The Town recognizes these limitations upon the authority of Union stewards and their alternates and, in doing so, has the authority to impose proper discipline, including discharge in the event the shop steward has taken unauthorized action in

violation of this Agreement. The Union reserves the right to remove the designation of Shop Steward at any time for the good of the Union.

Stewards shall be permitted to investigate, present and process grievances on the property of the Town without loss of time or pay during his/her regular working hours, as long as such activities do not interfere with the Town's ability to conduct business or add costs to the Town

ARTICLE XII – BULLETIN BOARDS

The Town shall provide a bulletin board of reasonable size and space in the Police Department for notices concerning Union or Town business and activities. Parties to this Agreement, both of whom may use the bulletin board for notices, agree that no notices will be posted which contain inflammatory, obscene or otherwise inappropriate material.

ARTICLE XIII – WORK SCHEDULE AND OVERTIME

Section 1 - Hours

The hours of work shall be:

7 A.M. TO 3 P.M.

3 P.M. to 11 P.M.

11 P.M. to 7 A.M.

The hours of work for the Lead Dispatcher will be subject to adjustment by the Police Chief and Fire Chief or their designees.

Section 2 - Work Schedule

Full time employees, including the Lead Dispatcher, shall work a five (5) and two (2) work schedule.

Section 3 - Shifts Assignments

- (a) Shift assignments will be made annually. Dispatchers shall have the right to indicate their preference of shift by bid, based on their seniority. The assignments shall be effective on a date to be determined by the Police Chief, Fire Chief or their designees. Final judgment as to shift assignment is reserved to the discretion of the Police Chief, Fire Chief or their designees.
- (b) In addition, the Chiefs or their designees have authority to make reassignments at any time when necessary to meet the operational needs of the department.

- (c) The exercise of discretion in paragraphs (a) or (b) above, shall not be arbitrary or capricious.

Section 4 - Swaps

When approved by the Police Chief, Fire Chief or their designees, employees will be permitted to voluntarily substitute or exchange time with other employees when reasonable notice is given. The Police Chief may deny such swaps at his/her sole discretion.

The hours worked by an employee on the substitute shift for another employee are excluded from the calculation of hours worked for determining overtime pay.

All substitutions or exchanges must be recorded and must be paid back within reasonable time of being taken.

If no employee reports for a shift in which a swap has been scheduled and approved, vacation and/or personal time will be charged for the employee who agreed to take that shift. In addition, if the employee who took the shift requests, and is approved for an absence, he/she will be charged for the appropriate leave time. Disputes regarding swaps shall be worked out among the employees involved and are not subject to the grievance procedures of this Agreement.

Section 5. Overtime

Overtime shall be paid for all hours worked over forty (40) hours. Sick leave and swaps shall not count as hours worked. All other paid leave shall count as hours worked. Employees, who are called back to work, shall receive a guarantee of a four (4) hour minimum. If an employee is called in to work with less than three (3) hours before the beginning of his shift, he shall be paid only for hours worked.

Section 6 Vacant Shifts

The two regular (2) regular shifts available each week shall be filled by the Chiefs or designees with part-time employees. All remaining vacant shifts shall be filled on a fair and equitable basis as follows;

One list shall be created beginning with the names of full time dispatchers ranked according to seniority followed by part time dispatchers ranked according seniority. When a shift becomes available, the individual first on the list shall be given the opportunity to work the shift. Whether the individual chooses to work or refuses, his name shall be moved to the bottom of the list. This process shall continue until the shift is filled. The list shall reset quarterly.

When the Lead Dispatcher is out (sick, vacation, etc.,) the position may not be filled. If the Lead Dispatcher is out on an extended absence (28 days or more) the position of Lead Dispatcher shall be filled pending budgetary considerations. The Police Chief and Fire Chief shall select the individual to fill the position while the Lead Dispatcher is on extended absence. The individual selected shall be compensated at Step I on the Lead Dispatcher wage scale.

The Lead Dispatcher shall be eligible to fill vacant dispatcher shifts. The Lead Dispatcher shall be placed at the bottom of the current seniority list (behind the part-time employees and new hires) and it will be a rotating list. The Lead Dispatcher shall be placed on the order in list according to inverse seniority. The order in list shall be reset on January 1st of each year.

Any vacancy that is being filled with more than seventy-two (72) hours notice will be posted and dispatchers shall have an opportunity to bid for the vacancy with the individual next on the list getting the opportunity to work the vacancy.

Less than seventy-two (72) hours notice, but more than eight (8) hours before the shift, the initial individual called shall have thirty (30) minutes to return a call or accept the shift. All others called must decide immediately. If the vacancy is being filled with less than eight (8) hours notice, an individual if contacted must accept the offer immediately or the shift will be offered to others on the list until someone accepts.

ARTICLE XIV – COMPENSATION

Section 1 - Base Salary

Dispatchers shall be compensated according to the salary schedule in Appendix A. The salaries shall be increased by:

2% effective July 1, 2015.

2.5% effective July 1, 2016.

2.75% effective July 1, 2017.

Annual step increases are subject to a satisfactory performance evaluation.

Lead Dispatcher:

The Lead Dispatcher shall be compensated according to the salary schedule in Appendix A.

The Town reserves the right to start the successful applicant for the Lead Dispatcher position above Step I.

Section 2 - Special Assignment Pay

LEAPS Representative \$600.00
E911 Representative \$600.00

*Training Officer 5% per hour

If a dispatcher is assigned to train a dispatcher during a shift, he/she shall receive a 5% training stipend per hour of training.

Section 3 - Pay Frequency

The Town shall pay dispatchers on a bi-weekly basis.

Section 4 Shift Differential

Dispatchers, who work the 3 P.M. to 11 P.M. shift and 11 P.M. to 7 A.M. shift shall receive a shift differential of \$1.00 per hour as of July 1, 2015; \$1.25 as of July 1, 2016 and \$1.50 as of July 1, 2017 added to the straight time rate or the overtime rate.

Section 5 Uniforms

Employees will be authorized to spend up to \$500 per fiscal year for uniforms which shall consist of a shirt with a Town of Acton insignia and blue or black pants. The Town will meet with two (2) members of the bargaining unit to negotiate over the color and style.

Section 6 Longevity

Longevity payments shall be paid to the dispatchers according to the following schedule:

\$300 5 years of service
\$600 10 years of service
\$900 15 years of service
\$1200 20 years of service

Employees who attain the required years of service for a Longevity benefit between January 1st and June 30th shall be paid the Longevity payment in the first payroll of July. Employees who attain the required years of service for a Longevity benefit between July 1st and December 31st shall be paid the Longevity payment in the first payroll of January.

ARTICLE XV – HEALTH INSURANCE

Permanent full-time employees and permanent part-time employees, whose regular work week is 20 hours or more, are eligible for health insurance. All employees who subscribe

to an indemnity plan or PPO shall contribute 50% of the cost of the premium. Employees who subscribe to an HMO shall contribute 25% of the cost of the monthly premium. Health insurance premiums shall be deducted from the employee's paycheck on a pre-tax basis.

The Town shall have the right to offer a health insurance plan in addition to those currently offered without the obligation to bargain further with the Union. The existing plans will continue to be available. Participation in the new plan will be at the option of the employee.

Should a Unit member choose not to participate in the Town provided medical insurance, and provide appropriate documentation that they have medical coverage, said Unit member will be paid an opt-out stipend of \$4000.00 for family medical coverage and \$2000.00 for individual coverage. Such payment will be made in equal bi-weekly installment. Proof of medical coverage as defined by law will be required.

The Town shall offer and the members of the bargaining unit may participate in a dental insurance plan, short term disability plan and life insurance plan as currently offered by the Town and under the current conditions. The employee shall be responsible for one hundred percent (100%) of the monthly premium for these plans and the Town may unilaterally change or discontinue the products being offered.

Members of the bargaining unit shall be eligible for any new benefits, including but not limited to those set out below, that are offered by the Town to other employees the cost of which is paid 100% by the employee.

- Hospitalization, Cancer, Vision, Catastrophic and Accident Insurances
- Short Term Disability
- Short Term Disability and Cancer Expense Insurance
- Long Term Care
- 457 Plan
- Dental Plan
- Voluntary Life Insurance
- Long Term Disability Insurance

ARTICLE XVI- SENIORITY

Section 1 Seniority

Seniority shall be defined as the time served in the bargaining unit. A part time dispatcher, who becomes a full time dispatcher, shall be given one year of seniority for each two (2) years of service as a part time dispatcher.

Section 2 - Seniority List

The Department shall establish a seniority list which shall be posted on the Union bulletin board and updated annually.

ARTICLE XVII – LEAVES PAID AND UNPAID

Eligibility - The employee leave benefits listed are available to all permanent employees provided that the employee's established work schedule is twenty (20) hours or more per week for 52 weeks.

- A. Regardless of employment status or work schedule, all employees are covered by Worker's Compensation.

Leave

- A. Policy Statement - Leave is any authorized absence during regularly scheduled work hours that is approved by the proper authority. Leave may be authorized with or without pay and shall be granted in accordance with these rules on the basis of the work requirements of the departments and, whenever possible, the personal wishes of the employee.
- B. Procedure for Requesting Leave - For all leave other than holiday, sick, disability, injury and emergency leave, a written request indicating the kind of leave, duration, dates of departure and return must be approved prior to the taking of leave. In the case of sick, disability, injury and emergency leave, the proper forms shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is substantiated by a leave request approved by the Town Manager, or designee, an employee shall not be paid for any absence from scheduled work hours.

- 1. Sick Leave

- a. Sick leave is to be used solely in connection with the treatment for or recuperation from an illness or injury of an employee of the Town of Acton.

Section 1 - Sick Leave

1.) All permanent full-time employees shall be credited with one and one-quarter (1 ¼) days of sick leave upon the completion of each full calendar month of service. Sick leave credited to the employee but not used will accumulate up to a maximum of one hundred-forty (140) days (1120 hours).

2.) All permanent part-time employees working a schedule of at least twenty (20) but less than forty (40) hours per week will accrue and accumulate sick leave on a pro-rated basis. For example, a twenty-(20)

hour per week employee accrues sick leave at the rate of 0.625 days per month and may accumulate up to a maximum of five hundred and sixty (560 hours).

3.) Sick leave may only be used for illness or injury to the employee and only while in the employment of the Town. No sick leave may be considered as a basis for payment upon termination of employment.

4.) In order to be eligible to be granted sick leave, the employee must notify their immediate supervisor of his/her sickness or injury, time expected to be incapacitated and expected date of return to work. Notification to the immediate supervisor shall be as early as possible before the regular starting time of his/her work day on the first day of absence.

5.) No sick leave shall be granted for any period that the Town Manager (as counseled by the Town physician) determines such incapacity no longer exists. The Town Manager may determine that a Town employee is capable of performing limited duties on either a full-time or less than full-time basis.

6.) The Supervisor is expected to check on such absences and to request that the employee obtain a doctor's certification if, in his/her judgment, the situation demands such certification. The Town Manager may require a medical examination of any employee who reports his/her 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 2 - Vacation

a. Eligibility - All permanent full-time and part-time employees, of the Town of Acton working twenty (20) hours or more per week, shall accrue vacation leave on a hourly basis at the rates listed in section b. below. Vacation leave accrual rates shall be based on years of continuous service. Continuous service for the purpose of this document shall mean employment by the Town without a break in employment.

b. Vacation Leave Accrual - Each employee shall accrue vacation leave at the following rates:

<u>Year of</u> <u>Continuous</u> <u>Service</u>	<u>Rate of</u> <u>Accrual</u>	<u>Annualized</u> <u>Rate in Hrs.</u>	<u>Annualized</u> <u>Rate in Days</u>
Date of Hire thru 5 years	.0385 hrs. per scheduled hour	80.00 hrs.	10

6 thru 10 yrs.	.0578 hrs. per scheduled hour	120.00 hrs.	15
Over 10 yrs.	.0770 hrs. per scheduled hour	160.00 hrs.	20
Over 20 years	.0962 hrs. per scheduled hour	200.00 hrs	25

New Rates of accrual take effect on an employee's fifth, tenth and twentieth anniversary of their date of hire. For example, a new full-time employee (40 scheduled hours per week) would accumulate .0385 hrs. of vacation for each scheduled hour. Upon completion of the Town's 6-month probation period, the employee would have accrued 40 hours or 5 days of vacation calculated as follows: 26 weeks x 40 hours = 1040 total hours x .0385 = 40 hours.

c. Maximum Accumulation - Employees will be allowed to carry over one hundred-fifty (150%) percent of maximum accrual of vacation from year to year as long as the following maximum limits are not exceeded:

<u>Years of Service</u>	<u>Max. Accumulation (Hours)</u>	<u>Days</u>
Date of hire thru 5 years	120 hrs	15
6 Years thru 10 years	180 hrs.	22.5
Over 10 years	240 hrs.	30

In no case can an employee accrue more than these stated limits. No employee will be required or permitted to forego his/her vacation and receive extra pay in lieu thereof. Part-time employees maximum carryover will be prorated.

d. Computation of Vacation Pay - Vacation pay shall be computed as follows: The number of hours that the employee is regularly scheduled to work multiplied by the employee's basic hourly rate of pay (or the hourly equivalent for employees paid on a salary basis).

e. Service and Appointment Requirements - A permanent full-time or part-time employee who works twenty (20) hours or more per week may accrue vacation leave from the date of appointment but may not use vacation leave until after successful completion of the employee probationary period.

f. Vacation granted by Department Head - Vacations shall be granted by the appropriate department head at such time as, in their opinion, will cause the least interference with the performance of the regular work of the department, but take into account, to the extent possible, the preferences of the individual employee.

g. Death of Employee Eligible for Vacation - Upon the death of an employee who is eligible for a vacation under the provisions of this section, payment shall be made to the estate of the deceased in an amount equal to the vacation

allowance earned in the vacation year prior to the employee's death, but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned by not used in the vacation year during which the employee died, up to the time of his/her separation from the payroll.

h. Termination of Employment - Employees who are eligible for vacation under these rules and whose services are terminated by dismissal, resignation or by retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance earned, and not taken, up to the time of the employee's separation from the payroll.

i. Vacation as Sick Leave - Absences on account of sickness in excess of that authorized under the rules thereof or for personal reasons not provided for under sick leave shall be allowed, with the approval of the department head, to be charged to vacation leave.

j. Holiday During Vacation - If a holiday falls within the vacation period of an employee, he/she shall not be charged a vacation day.

Section 3 - Holidays

a. Listing of Holidays - The following days and no others shall be recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

b. Compensation -

1.) Holiday pay shall be the number of hours the employee is regularly scheduled to work, multiplied by the employee's base pay.

2.) When a holiday falls on the employee's regularly scheduled work day and the employee is required to work, he/she shall be granted another day off.

c. Compensation Conditions - In order to be eligible to receive holiday pay, the employee must have been in pay status on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday, unless absent with the prior permission of his/her supervisor.

Section 4 - Personal Leave

a. Purpose - The purpose of personal leave is to allow employees sufficient time to take care of impending unusual and unforeseen personal business. Personal leave is paid leave.

b. Procedure -

1.) A department head may authorize excused absences with pay up to a maximum equivalent of three (3) working days during a fiscal year to permanent and probationary full-time and permanent and probationary part-time employees who work at least 20 hours a week. Part-time employees will receive partial time off according to their normal schedule.

2.) Absence for primarily unforeseen and unusual personal reasons refers to any excused short-term absence not specifically covered by such policies as Jury Duty, Funeral Leave, etc. In other words, it includes absences for matters the employee has a reasonable obligation to attend to. Examples re legal matters, doctor's appointments, family emergencies, religious holidays that requires absence during normal working hours, etc.

3.) An employee who desires to take time off for personal business shall explain the necessity for such absence to his department head at least one day in advance whenever possible. The department head must be sensitive to the employee's privacy in determining how much information is needed to grant the day. The department head is responsible for determining the urgency and validity of the request and when the absence appears justified may authorize it.

4.) Such leave shall be taken at a time mutually agreed upon by the employee and the department head.

5.) The employee's pay for a day of personal leave shall be pay for a normal work day at his/her regular day rate of compensation.

Section 5 - Leave of Absence

a. Purpose - The purpose of a leave of absence is to allow employees sufficient time to take care of impending personal business. Leave of absence is without pay.

b. Procedure -

1.) A general leave of absence may be granted to an employee, who is regularly scheduled to work twenty (20) hours per week or more, for up to one (1) year.

2.) An employee, requesting general leave of absence, must submit to his/her department head the request stating the reason and exact duration of the leave.

- 3.) All such leaves shall be granted at the discretion and approval of the department head and, ultimately, the Town Manager.
- 4.) During a general leave of absence, no fringe benefits will accrue or be granted. Employees on leave will be allowed to maintain health and life insurance coverage, provided the employee pays the entire cost of these benefits.
- 5.) Employees on leave of absence shall not be actively employed by another employer or self-employed.
- 6.) The employee must return to work at the termination of the leave of absence. If the employee does not return without reasonable explanation, he/she will be considered to have resigned voluntarily.
- 7.) The employee will retain the employee status and benefits he/she enjoyed prior to going on leave after return to work.

Section 6 - Bereavement Leave

- a. Purpose - The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by the death of an immediate member of his/her family and to relieve the employee of the concern over loss of earnings on the regularly scheduled work days immediately following the death,
- b. Procedures -
 - 1.) Payment will be made for lost time up to three (3) days because of the death of a parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.
 - 2.) Individual consideration may be given by the Town Manager for longer absences, or for absences because of the death of any relative for whose care and support the individual is primarily responsible.
 - 3.) If a holiday occurs during the bereavement leave, the leave is not in effect. The employee is given holiday pay, if eligible. The bereavement leave is not extended an extra day after the burial due to the holiday.
 - 4.) The Town Manager may limit such leave to less than three (3) days or refuse to grant any such leave if such employee does not intend to attend the last rites of such deceased relative and/or cannot demonstrate need for as many as three (3) days' leave.

Section 7 - Military Leave

Dispatchers shall be entitled to a leave of absence during the time of their compulsory service in the armed forces of the Commonwealth or during a compulsory annual tour of duty not exceeding seventeen days as a member of the reserve component of the armed forces of the United States, and shall receive the difference between their base pay for such service and their regular rate of compensation from the Town. They shall also be entitled to the same leaves of absence or vacation with pay as provided in this contract.

The dispatcher must present his/her military orders to the Police Chief or Fire Chief.

Section 8 - Jury Duty

A dispatcher who is called for jury duty shall be granted Jury Duty Leave. If the jury fees amount to less than the regular rate of compensation, the officer shall be paid an amount equal to the difference between them. Notice of service shall be filed with the Police Chief or Fire Chief.

When a dispatcher has been granted Jury Duty Leave and is excused by proper court authority, the officer shall report back to his/her official place of duty whenever the interruption in said service will permit four or more consecutive hours of employment during the hours of his/her scheduled tour of duty.

Section 9 - Family Medical Leave Act (FMLA) and Massachusetts Maternity Leave Act (MMLA)

The Town agrees to abide by the terms of the Family Medical Leave Act and Massachusetts Maternity Leave Act and apply the terms of this Agreement consistent with the FMLA and MMLA. Leave entitlements under the FMLA, MMLA and this Agreement run concurrently when they cover the same type of leave.

Section 10 Small Necessities Leave Act

The Town shall provide leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149 s. 52D.

Section 11 Union Leave

A maximum of three days without loss of compensation shall be granted to the bargaining unit for union members to attend union meetings, conferences, seminars negotiations and conventions.

ARTICLE XVIII MISCELLANEOUS

No smoking, including e-cigarettes, is allowed in Town buildings and vehicles. Employees may smoke outside at the rear of the Acton Public Safety Facility.

Evaluation: The Lead Dispatcher shall annually evaluate the dispatchers and the Lieutenant shall evaluate the Lead Dispatcher.

ARTICLE XIX LAYOFF AND RECALL

If the Town finds it necessary to lay off employees, the procedure set forth in this Article will apply.

The Union will be notified, whenever possible, two (2) weeks in advance of any layoff and, insofar as practicable, the number, names and positions of those employees who are affected.

If a layoff is necessary, employees have had written negative performance reviews in the six months prior to the layoff, may in the sole and exclusive discretion of the Employer, be laid off first. Layoffs shall be accomplished by laying off employees in inverse order of seniority.

Before hiring into any permanent job in the bargaining unit, the Town will offer re-employment to any employees who have been laid off from that position within the past eighteen (18) months, inverse order in which said employees were laid off.

There shall be no obligation to offer re-employment to any employee who has been laid off more than eighteen (18) months.

The offer of employment shall be sufficient if made by certified letter, addressed to the laid off employee, at his or her last known address, as shown by the records of the Town Personnel Department. Any such laid off employee must respond to the offer within four (4) weeks after the date of the offer; otherwise the laid off employee shall be deemed to have refused reemployment and the Town's obligation under this article are satisfied.

ARTICLE XX DURATION

This Agreement shall become effective as of July 1, 2015 and shall continue in effect through June 30, 2018. Either party wishing to terminate, amend or modify this Agreement must notify the other in writing no more than one hundred eighty (180) days prior to the expiration date of the contract, nor less than ninety (90) days prior to the expiration date of the contract. Within twenty -one (21) days of receipt of such notice by either party, a conference shall be held to consider amendments, modification or termination.

TEAMSTERS LOCAL UNION NO. 25





TOWN OF ACTON



APPENDIX A
SALARY SCHEDULE



TOWN OF ACTON
SALARY TABLES

07/01/2015 09 DISPATCHER D1
Change was made by 2.0000\$
No Dollar amount used.

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2015	09	DISPATCHER D1	FY16 DISPATCHER H	HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
STEP/LEVEL		PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY		PERIOD SALARY	ANNUAL SALARY					
00		0.0000	.0000	0.0000	0.00		0.00	0.00					
01		0.0000	19.7387	157.9100	1,579.10		1,579.10	41,056.60					
02		0.0000	20.2131	161.7050	1,617.05		1,617.05	42,043.30					
03		0.0000	20.7272	165.8180	1,658.18		1,658.18	43,112.68					
04		0.0000	21.2416	169.9330	1,699.33		1,699.33	44,182.58					
05		0.0000	21.7757	174.2060	1,742.06		1,742.06	45,293.56					
06		0.0000	22.3294	178.6350	1,786.35		1,786.35	46,445.10					
07		0.0000	22.9031	183.2250	1,832.25		1,832.25	47,638.50					
08		0.0000	23.4765	187.8120	1,878.12		1,878.12	48,831.12					
09		0.0000	24.0500	192.4000	1,924.00		1,924.00	50,024.00					
10		0.0000	24.6038	196.8300	1,968.30		1,968.30	51,175.80					

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2015	09	DISPATCHER LD	FY16 LEAD DISP	HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
STEP/LEVEL		PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY		PERIOD SALARY	ANNUAL SALARY					
00		0.0000	.0000	0.0000	0.00		0.00	0.00					
01		0.0000	25.0959	200.7670	2,007.67		2,007.67	52,199.42					
02		0.0000	25.7233	205.7860	2,057.86		2,057.86	53,504.36					
03		0.0000	26.3664	210.9310	2,109.31		2,109.31	54,842.06					
04		0.0000	27.0255	216.2040	2,162.04		2,162.04	56,213.04					
05		0.0000	27.7012	221.6100	2,216.10		2,216.10	57,618.60					
06		0.0000	28.3936	227.1490	2,271.49		2,271.49	59,058.74					
07		0.0000	29.1036	232.8290	2,328.29		2,328.29	60,535.54					
08		0.0000	29.8311	238.6490	2,386.49		2,386.49	62,048.74					
09		0.0000	30.5768	244.6140	2,446.14		2,446.14	63,599.64					
10		0.0000	31.3413	250.7300	2,507.30		2,507.30	65,189.80					



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TOWN OF ACTON
SALARY TABLES

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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2016	09	DISPATCHER D1	FY17 DISPATCHER H	HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	260.00	N
Change was made by 2.5000%												
No Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	.0000	0.0000	0.00	0.00							
01	0.0000	20.2322	161.8580	1,618.58	42,083.08							
02	0.0000	20.7184	165.7470	1,657.47	43,094.22							
03	0.0000	21.2454	169.9630	1,699.63	44,190.38							
04	0.0000	21.7726	174.1810	1,741.81	45,287.06							
05	0.0000	22.3201	178.5610	1,785.61	46,425.86							
06	0.0000	22.8876	183.1010	1,831.01	47,606.26							
07	0.0000	23.4757	187.8060	1,878.06	48,829.56							
08	0.0000	24.0634	192.5070	1,925.07	50,051.82							
09	0.0000	24.6513	197.2100	1,972.10	51,274.60							
10	0.0000	25.2189	201.7510	2,017.51	52,455.26							

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2016	09	DISPATCHER LD	FY17 LEAD DISP	HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	260.00	N
Change was made by 2.5000%												
No Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	.0000	0.0000	0.00	0.00							
01	0.0000	25.7233	205.7860	2,057.86	53,504.36							
02	0.0000	26.3664	210.9310	2,109.31	54,842.06							
03	0.0000	27.0256	216.2050	2,162.05	56,213.30							
04	0.0000	27.7011	221.6090	2,216.09	57,618.34							
05	0.0000	28.3937	227.1500	2,271.50	59,059.00							
06	0.0000	29.1034	232.8270	2,328.27	60,535.02							
07	0.0000	29.8312	238.6500	2,386.50	62,049.00							
08	0.0000	30.5769	244.6150	2,446.15	63,599.90							
09	0.0000	31.3412	250.7300	2,507.30	65,189.80							
10	0.0000	32.1248	256.9380	2,569.98	66,819.48							

** END OF REPORT - Generated by Joanne Norton **



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TOWN OF ACTON
SALARY TABLES

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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	ANNUAL SALARY
07/01/2017	09 DISPATCHER D1		FY18 DISPATCHER H	HOURLY	B BIWEEKLY	02	8.00	80.00	10.00	2080.00
Change was made by 2.7500%										
No Dollar amount used.										
STEP/LEVEL		PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY					ANNUAL SALARY
00		0.0000	.0000	0.0000	0.00					0.00
01		0.0000	20.7886	166.3090	1,663.09					43,240.34
02		0.0000	21.2882	170.3060	1,703.06					44,279.56
03		0.0000	21.8296	174.6370	1,746.37					45,405.62
04		0.0000	22.3713	178.9700	1,789.70					46,532.20
05		0.0000	22.9339	183.4710	1,834.71					47,702.46
06		0.0000	23.5170	188.1360	1,881.36					48,915.36
07		0.0000	24.1213	192.9700	1,929.70					50,172.20
08		0.0000	24.7251	197.8010	1,978.01					51,428.26
09		0.0000	25.3292	202.6340	2,026.34					52,684.84
10		0.0000	25.9124	207.5990	2,072.99					53,897.74

07/01/2017 09 DISPATCHER LD
Change was made by 2.7500%
No Dollar amount used.

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	ANNUAL SALARY
07/01/2017	09 DISPATCHER LD		FY18 LEAD DISP H	HOURLY	B BIWEEKLY	02	8.00	80.00	10.00	2080.00
Change was made by 2.7500%										
No Dollar amount used.										
STEP/LEVEL		PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY					ANNUAL SALARY
00		0.0000	.0000	0.0000	0.00					0.00
01		0.0000	26.4307	211.4460	2,114.46					54,975.96
02		0.0000	27.0915	216.7320	2,167.32					56,350.32
03		0.0000	27.7688	222.1500	2,221.50					57,759.00
04		0.0000	28.4629	227.7030	2,277.03					59,202.78
05		0.0000	29.1745	233.3960	2,333.96					60,682.96
06		0.0000	29.9037	239.2300	2,392.30					62,199.80
07		0.0000	30.6516	245.2130	2,452.13					63,755.38
08		0.0000	31.4178	251.3420	2,513.42					65,348.92
09		0.0000	32.2031	257.6250	2,576.25					66,982.50
10		0.0000	33.0082	264.0660	2,640.66					68,657.16

** END OF REPORT - Generated by Joanne Norton **