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CONTRACT AGREEMENT

BETWEEN THE

TOWN OF HAMILTON

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 93, AFL-CIO:

LOCAL 2905: POLICE AND FIRE SIGNAL OPERATORS

JULY 01, 2021 - JUNE 30, 2024

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PREAMBLE

AGREEMENT by and between the Town of Hamilton, a municipal corporation located in Essex County, Massachusetts (herein called the "Town" or "Employer"), and Local 2905, Emergency Center Dispatchers, Council 93, AFSCME (herein called the "Union").

ARTICLE 2 - RECOGNITION

The employer recognizes the union as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all full time and regular part time (meaning employment by the Town for 20 or more hours per week regularly) nonsupervisory Town Emergency Center and/or police dispatchers, excluding the position of Chief Dispatcher, all independent contractors, all managerial, confidential and casual employees and all other employees of the Town, pursuant to MCR 4034.

ARTICLE 3 - MANAGEMENT RIGHTS

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, Town Manager and Police Chief or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Departments.

By way of example but not limitation, management retains the following rights:

- a) to determine the mission, budget and policy of the Departments;
- b) to determine the organization of the Departments, the number of employees, the work functions, and the technology of performing them;
- c) to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- d) to determine the methods, means and personnel by which the Departments' operations are to be carried;
- e) to manage and direct employees of the Departments;
- f) to maintain and improve orderly procedures and the efficiency of operations;

- g) to hire, promote and assign employees;
- h) to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- i) to determine the equipment to be used in the performance of duty;
- j) to determine the policies affecting the hiring, promotion, and retention of employees;
- k) to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- l) to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- m) to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- n) to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- o) to enforce existing rules and regulations for the governance of the Departments and to add to or modify such regulations as it deems appropriate;
- p) to suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices,

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights as well as any matter dealing with the administration of the Departments shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes with prior consultation with the Union, and subject to fulfilling its impact bargaining obligation to bargain in good faith to agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 4 - DISCRIMINATION AND COERCION

Neither the Town nor the Union shall discriminate against any employee because of such employee's race, color, physical handicap, religion, sex, age or national origin.

There shall be no discrimination by foremen, superintendents or other agents of the Town against any employee because of such employee's activity or membership in the Union. The Town further agrees that there will be no discrimination against any employee for adherence to any provisions of this Agreement.

The Union agrees that neither its officers, members, nor persons employed by the Union, shall discriminate against or coerce any employees for such employee's non-membership in the Union.

Reference in this contract to employee rights that are protected by state or federal laws are for information purposes and any complaint that the Town or any manager has violated an employee's or the union's rights must be brought as a complaint before the proper administrative agency or court and not as a grievance and shall not be subject to the grievance procedure.

ARTICLE 5 - Union Dues, Costs and Fees

- A. Upon receipt of signed authorization from employees who are subject to this agreement, the employer shall deduct from the employee's pay dues payable by such employees to the Union. Such authorization shall be for the life of the contract and shall be continued thereafter if a contract exists between the Town and the Union. The deductions shall be remitted to the Union no later than ten (10) days from the date on which the deduction was made. The Town shall furnish the Union with a record of each deduction showing the amount and the employees from whom such deduction was made. Deductions shall cease upon the Town's receipt of a written notification from the employee revoking such authorization.
- B. The exclusive representative may require a non-member to pay for the reasonable costs and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-member's request. The exclusive representative may require non-members to pay any anticipated proportional costs and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of agreements with the public employer. The laws of the commonwealth shall not be construed to prohibit an employee organization from providing only to its members legal, economic or job-related services or benefits outside of the collective bargaining agreement.

- C. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such

authorization must be executed by the employee prior to any deduction being made, and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

- D. The Town shall provide the opportunity for Union officials to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, not later than 10 calendar days after the date of hire.

ARTICLE 6 - NO STRIKE CLAUSE

The Union agrees that there shall be no strike of any kind whatsoever, including sympathy strike, slowdown, stoppage of work, sick out, sit in, interruptions or delays of work of any kind, or threat of said actions.

The Town may take disciplinary action, up to and including discharge, against an employee for violating any of the provisions of this article. Such action by the Town shall not be subject to the grievance and arbitration provisions of this Agreement, except as to the question of whether or not the employee, who has been disciplined in fact instigated, participated in or gave leadership to any prohibited activity.

No officer or representative of the Union shall authorize, instigate, aid or condone any of the activities set forth in this article.

In the event of any strike or work slowdown or stoppage, the Union will immediately (with or without request by the Town) take every reasonable action, including a public written statement advising the striking union members to return immediately to work and disavowing the strike in order to effect a cessation of such strike without delay.

ARTICLE 7 - STABILITY OF AGREEMENT

The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such term or provision, and the obligations of the Union and the Town to such future performances shall continue in full force and effect.

ARTICLE 8 - PROBATIONARY PERIOD

Any employee hired for a position in the bargaining unit shall be deemed to be on probation for a period of six (6) months, with the ability to extend the probationary period by six (6) months at the sole discretion of the Chief of Police. A probationary employee may be discharged in the sole discretion of the Town. Upon completion of the probationary period, an employee's seniority in the bargaining unit shall start retroactively to the first day of hire of the employee.

ARTICLE 9 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Town and the Union arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

An employee's grievance arising out of a claim of an alleged violation of the terms of this agreement shall be adjusted in accordance with the following procedure. The grievance procedure shall be confidential at all times, unless otherwise required by law.

Step 1. The union representative, with or without the aggrieved employee, shall promptly take up the grievance with the Chief of Police within ten (10) working days (excluding Saturdays and Sundays and Holidays pursuant to Section 17 herein) of the occurrence of the matter giving rise to the grievance. The Police Chief, within two (2) working days of receiving such notice, shall attempt to adjust the matter in an informal manner.

Step 2: If the grievance has not been settled, it shall be presented in writing to the Police Chief within ten (10) working days of the conclusion of Step 1. The Police Chief shall hear the grievance within ten (10) working days of receipt of the grievance and shall respond to the steward or representative in writing within ten (10) working days after the close of the hearing.

Step 3. If the grievance still remains unadjusted it may be promptly presented by the Union representative to the Town Manager in writing within ten (10) working days of the completion of the procedures under Step 2 above. The Town Manager shall hold a hearing on the grievance within ten (10) working days of receipt of the written notice.

The Union and aggrieved employee shall prepare for presentation at the meeting a statement of the grievance, the facts and circumstances surrounding the occurrence of the grievance and the proposed resolution. The Town Manager will provide a written response within ten (10) working days after the conclusion of the hearing.

Step 4: If the grievance is still unsettled either party may, within twenty (20) working days after the reply of the Town Manager, request arbitration through the Massachusetts Department of Labor Relations (formerly the Board of Conciliation and Arbitration.)

Upon mutual agreement of the parties mediation services may be sought from the Massachusetts Department of Labor Relations in an attempt to resolve the grievance. Mediation is voluntary and either party may request that the grievance go directly to arbitration.

The decision of the arbitrator shall be final and binding upon the parties.

The expenses for the arbitrator's service and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

In the case of a grievance, the function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator. There shall be no right

in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or detract from, any of the provisions of this Agreement or any applicable law, by-law or regulation.

ARTICLE 11 ANNUAL EVALUATION

Employees will be evaluated annually by the Chief of Police and/or their immediate supervisor. The bargaining unit agrees to work with the Chief of Police to determine the process and forms to be used for the annual evaluations.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Discipline: Except as provided below, disciplinary action or measures shall not be the subject to the grievance procedure after step 2 under this Agreement- Suspension and discharge shall be subject to the grievance procedure through Step 3. Except as provided below, such disciplinary action or measures shall include only the following: Oral Reprimand, Written Reprimand, Suspension (notice to be given in writing either prior to the suspension or within three (3) working days thereafter), or Discharge.

A demotion and/or transfer may be considered prior to a discharge. A demotion and/or transfer may be considered only in those cases dealing with poor work performance, violation of work rules or insubordination.

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee or insubordination. At the election of the employee, any disciplinary action or measure imposed upon employees may be processed as a grievance through the regular grievance procedure. The Town shall not discipline any employee without just cause. If the employer has reason to reprimand an employee, it shall be done in a manner to minimize embarrassment of the employee before other employees in public.

Discharge: The Town shall not discharge any employee without just cause, If, in any case, the Town believes there is just cause for discharge, the employee involved may be suspended for three (3) days during which time a hearing will be held. During such suspension period, the employee shall receive paid administrative leave pending the outcome of the hearing. The employee and a Union representative will be notified in writing that the employee has been suspended and is subject to discharge.

ARTICLE 13 SENIORITY, JOB POSTING, RECALL AND BIDDING

The seniority of an employee under this Agreement shall consist of continuous and uninterrupted length of service in the employ of the Town in the bargaining unit from the most recent date of hire of such employee,

On November 1 and May 1, the Police Chief or his designee shall post on the board, a shift list which shall remain posted for a ten-day period Shift selection shall be made by seniority. Beginning on the above dates, the senior employee shall have two on duty days to select his preferred shift. Thereafter, the next senior employee shall have two on-duty days to select his shift. This will continue until all shifts are filled. The Police Chief retains the right to reassign personnel for the good of the department and for the protection of the Town. However, the reason for such reassignment shall be in writing, and the term thereof, if applicable.

When a position covered by this Agreement becomes vacant and the Town decides to fill the position, such vacancy shall be posted in a conspicuous location in the Town Hall, listing the range of pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) working days and the Town may elect to advertise the job in ways other than the posting in the Town Hall in order to seek qualified candidates outside of the Union membership. Bargaining unit members interested shall apply in writing within the seven (7) working day period. The Town will award the position to the most qualified applicant (whether or not a member of the bargaining unit) based upon the past work performance, skills and abilities in each case of the potential applicants (determined in the sole discretion of the Town). In evaluating candidates, the Town will give due regard to qualified candidates from within the bargaining unit as of the time of hiring for the vacant position. A successful applicant selected from within the bargaining unit shall be given a trial and training period of at least thirty (30) days in the new position at the applicable rate of pay.

If the Police Chief determines that the bargaining unit member selected is not qualified or cannot acquire the necessary additional skills within a reasonable period of time, and terminates the trial and training period, the bargaining unit member selected shall be returned to the old position and rate within the thirty (30) day trial and training period.

A copy of the posting shall be sent by the Town to the last known address of any bargaining unit employee under this Agreement laid off from Town service within six (6) months prior to the date of the posting. It is the responsibility of bargaining unit employees to inform and update, as appropriate, their immediate supervisor of their current address, whether before or after lay off from Town service.

ARTICLE 14 - HOURS OF WORK, PAY AND STEP INCREASES

Emergency Center dispatchers will work a "4/2" schedule. Under the 4/2 schedule, each full time employee shall work four (4) consecutive days and then receive two (2) consecutive days off. Within each six (6) week period the work cycle for the 4/2 schedule shall be completed. Hours of work and/or work schedules will not be changed unless the Town Manager provides no less than 14 day's notice to the union and affected employee(s) and, if a timely request is made, negotiates to agreement or impasse as required by law before implementing such change.

Hours of work may be changed in case of emergency. With respect to a temporary change in hours of work, the Police Chief shall provide at least five (5) working days notice to the Union and the affected employee(s) or with respect to any other change in hours of work, the Police Chief and the affected employee(s) agree. Nothing herein will prevent the Police Chief or employee from arranging for mutually agreeable "flex time".

No hours of work will be changed for the sole purpose of avoiding the payment of overtime.

Hours of Work and Differential

ECO Dispatchers are currently assigned to duty according to the following shifts:

7 a.m. – 3 p.m.	Day Shift
11 a.m. – 7 p.m.	Impact Shift

3 p.m. – 11 p.m.	Evening Shift
11 p.m. – 7 a.m.	Night Shift
2 days, 2 midnights	Split Shift

Each shift constitutes one workday under the 4/2 schedule.

The full-time *impact* shift employee shall fill a vacationing employee's shift at the request of the Police Chief. The impact shift employee must be given a four (4) week notice prior to the change in schedule. The *impact* shift employee will fill vacations only when another full-time employee takes a full rotation off of work. A full rotation consists of four consecutive work days.

Shift Differential shall be paid to the employee regularly assigned to the Evening shift or Midnight shift. The parties agree that shift differential shall be added to an employee's base rate of pay; shift differentials shall not be included in the base rate of pay to compute overtime, court time, vacation pay, holiday pay, sick leave buy-back, personal day pay, jury duty pay, or bereavement leave pay, holiday pay, and injured pay while covered under Worker's Comp., but shall be considered regular compensation for retirement/pension purposes. The parties agree that shift differential follows the person regularly assigned to the shift and not the shift itself.

The employee regularly assigned to the Split shift (2 days, 2 midnights) will receive differential for the midnights (s)he is regularly scheduled to work. Said shift differential is to be included when sick leave and vacation time is used by the employee regularly assigned to the Evening or Midnight shift.

Employees working overtime shifts on Evening or Midnight shifts will not receive shift differential pay. The buyback of sick, vacation, and compensatory time pay will not include shift differential pay, Sick and Vacation leave donated to other employees will not include shift differential when paid out.

A full-time employee working a full 8-hour evening shift shall be paid in addition to the basic rate of pay (shown in Appendix A), 6% of the basic rate. Effective July 1, 2023 the differential shall increase to 7% of the basic rate.

A full-time employee working a full 8-hour night shift shall be paid in addition to the basic rate of pay (shown in Appendix A), 8% of the basic rate. Effective July 1, 2023 the differential shall increase to 9% of the basic rate.

When an hourly or daily pay rate is needed for purposes of computing overtime, leave balances, partial days, etc. it shall be computed as follows:

$$\begin{aligned}\text{Hourly Rate} &= \text{weekly rate} \div 40 \text{ hours} \\ \text{Daily Rate} &= \text{weekly rate} \div 5 \text{ days}\end{aligned}$$

Employees will be paid wages, step increases and stipends as shown in Appendix A, and where appropriate, will be paid evening/night differential as provided above. An experienced candidate with a minimum of three years full-time dispatch experience, or a minimum of five years part-time dispatch experience, may be hired at the Step 2 pay rate.

Lead Dispatcher -- A dispatcher will be assigned as the Lead Dispatcher, and will have a stipend of \$1.00 added to his/her hourly base rate.

The dispatcher assigned as Lead Dispatcher will be appointed based on qualification, and the needs of the department, at the full discretion of the Chief of Police and the Town Manager. It is agreed that the title Lead Dispatcher is relative to this specific appointment, and not based on length of service seniority.

The Lead Dispatcher will provide assistance with the administrative operation of the dispatch center, but will not serve in a supervisory role for the purpose of imposing discipline.

It is agreed that the Lead Dispatcher will not work midnights/overnights as their assigned regular shift, so as to be fully available to attend meetings and otherwise perform the administrative functions of the position.

Longevity Bonus - Full-time bargaining unit employees will receive a longevity bonus, which will be rolled into the base pay effective upon the signing of this Agreement, based on the following schedule:

- | | | |
|----|---------------|---------|
| A. | 7 – 10 years | \$1,100 |
| B. | 11 – 19 years | \$1,300 |
| C. | 20+ Years | \$1,500 |

ARTICLE 15 - BREAK AND MEAL PERIODS

Current practice concerning meal periods shall continue without change unless the Town provides the Union with at least 14 days' notice and the opportunity to request good faith bargaining.

ARTICLE 16 - OVERTIME AND COMPENSATORY TIME

Overtime compensation shall be one and one-half times the hourly rate or hourly equivalent of the rate established by the pay schedule (Appendix A) attached to this Agreement.

Evening/night differential shall not be included in hourly equivalent for purposes of computing overtime. Upon the approval of the Police Chief, all authorized hours worked in excess of the applicable weekly schedule of such employees shall be paid at the overtime rate for such employee.

Upon the mutual agreement of the Police Chief and the employee, authorized work hours in excess of the applicable weekly schedule of such employee may be compensated by paid compensatory time off in accordance with the Fair Labor Standards Act.

The parties agree that overtime opportunities for Holiday and Vacation time shall be offered to both full and part-time dispatchers on a so-called 50/50 basis. To accomplish this, the Chief of Police will establish a call list whereby off-duty full time and part-time dispatchers will be contacted and made aware of overtime opportunities. It is recognized that due to scheduling and staffing considerations, it may be impossible to alternate the use a full time or part-time employee in every instance. In the spirit of this agreement, a good faith effort shall be made to equalize the opportunities for overtime work, but mathematical exactness is not required. Refusals, or the inability to contact an employee, as well as the

failure of an employee to respond in a timely manner to such attempts at contact, will be counted against said employee's position in any rotation system.

Compensatory time taken in the same pay week (Sunday - Saturday) in which it was earned shall be treated simply as a change in schedule and shall equal the extra hours worked in any days of that week, such that the total hours worked in the pay week do not exceed the regularly scheduled duty. (i.e., a one-for-one ratio of extra hours worked to comp time taken in the same pay week. For example, an employee works 3 hours extra on Tuesday and takes 3 paid hours off on Friday, with total on-duty hours for that week equaling the employee's regular full-time schedule.

Compensatory time taken after the pay week (Sunday - Saturday) in which it was earned shall equal 1.5 times the extra hours worked in that earlier pay week (i.e., a 1.5 to 1 ratio of comp time taken to extra hours worked). For example, an employee works 3 hours in excess of the regularly weekly schedule on Tuesday, September 10, and takes 4.5 paid hours off on Thursday, September 26.). Dispatchers may not accrue more than 60 hours of compensatory time. Not more than 40 hours of compensatory time may be carried over to the next fiscal year. Overtime worked beyond 80 hours can only be compensated by overtime pay.

In emergencies, or as the needs of service require, employees may be required to work. Once the call list, full and part time, has been exhausted, a full time employee will be advised he will report to work. The forced call list will be in reverse order of seniority. A record shall be kept, in the dispatch center of the shifts worked. Dispatchers working overtime on a "force in" basis shall be paid one (1) additional hour compensation per forced overtime shift.

Overtime, so far as practical, shall be equally and impartially distributed among personnel in each department who ordinarily perform related work in the normal course of their work week. In the event of emergency situations when time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the Police Chief or his designee may be required to work overtime on an assigned basis.

Employees called to work on a scheduled day off or during his vacation or on a holiday, or after his regularly scheduled working hours, shall be paid on an overtime basis for all such time shall be guaranteed a minimum of three four (4) hours overtime pay.

Any employee retained on duty by the Town at the expiration of his regularly scheduled shift, or any employee who is called to work before his regularly scheduled shift and continues to work through his regularly scheduled shift, shall be paid one and one-half times his basic rate of pay for his actual overtime worked.

The Town shall keep records of the overtime actually worked and/or offered in each department and shall be available to the Union. A record of any compensatory time earned and/or compensatory time used by each employee shall be shown on employee's weekly time sheets.

No supervisory personnel shall regularly perform work otherwise regularly performed by bargaining unit employees so as to avoid overtime for bargaining unit employees.

ARTICLE 17 - HOLIDAYS

The Town recognizes the following holidays, which in each instance shall be the day determined as the legal holiday:

New Year's Day	Veterans Day	Day After Thanksgiving
President's Day	Juneteenth	Columbus Day
Martin Luther King Day	Independence Day	Memorial Day
Patriots Day	Labor Day	Christmas Day
Designated Holidays	Thanksgiving Day	

Each employee in the bargaining unit shall be paid for such employee's regular scheduled workday, without working such hours, for each legal holiday that such employee works the scheduled day before the holiday and the scheduled day after the holiday except for appropriately scheduled sick time, vacation, personal days, bereavement leave or jury duty as may be approved in advance by the Town Manager. If the Police Chief has approved a vacation, sick day, personal day, bereavement leave or jury duty on the day prior to or after a holiday, the requirement that the employee work a scheduled day before and/or after a holiday has been met. The absence from work on the day prior to or after a holiday must have the prior approval of the Police Chief. In case it is necessary for any employee to perform official duties on the holiday, the employee will receive, in addition to holiday pay, the overtime rate of pay for hours actually worked on the holiday, per Article 16 above.

When a Holiday falls on an employee's regular scheduled day off (s)he will accrue eight (8) hours of compensatory time

ARTICLE 18 VACATIONS

General Requirements.

The Police Chief shall schedule vacations in so far as possible by seniority but taking into consideration the necessity of operating his/her department properly and shall schedule over as wide a period as possible.

The Town is responsible to validate monthly the appropriate amount of vacation time authorized to each employee and advise the Police Chief and Town Manager of any discrepancies,

Vacation shall not be cumulative and must be taken in the year it becomes due with the exception that vacation canceled by the Police Chief due to an emergency or to offset a critical shortage of personnel in the department, and which have the approval of the Town Manager, shall be added to the vacation which said employee shall be eligible to receive in the year immediately following. Upon the approval by the Town Manager, the Police Chief shall so inform the affected employee and adjust such employee's vacation records to reflect the approved carryover vacation.

Holidays shall not be counted as vacation days. An employee who has passed such employee's first 180 days of the probationary period but has not taken all of such employee's vacation and resigns, is discharged or is laid off, will be paid for vacation as earned and not yet taken. Vacation shall be scheduled by the Police Chief in accordance with the needs of the department, taking into account the

extent reasonably possible, and the vacation time requests of the employees. Bargaining unit members working less than full time shall be granted vacation leave on a pro rated basis.

Accrual Rate: Beginning July 1 of each year of employment, full-time Employees shall accrue vacation monthly at the following rate:

<u>Length of Service</u>	<u>Hours/Month</u>	<u>Annual rate</u>
0 to 4 Years	6.67	80.0 Hours
5 to 9 Years	10.00	120.0 Hours
10 to 14 Years	13.33	160.0 Hours
15 Years	14.00	168.0 Hours
16 Years	14.67	176.0 Hours
17 Years	15.33	184.0 Hours
18 Years	16.00	192.0 Hours
19 Years	16.67	200.0 Hours

While vacation time is typically not available to new employees during the probationary period, a Department Head may authorize vacation upon hiring a new employee. Such vacation time must be prearranged and specific dates stated in the offer letter. Should an employee leave or cease to be employed by the Town of Hamilton for any reason before completing the probationary period, the town shall deduct vacation time used during the probationary period from the individual's pay. If the amount owed exceeds the value of the employee's pay, the employee will repay the town for any such deficiency within 14 days.

ARTICLE 19 - SICK LEAVE

Subject to the conditions and limitations set forth below in this Article, all bargaining unit members who shall be absent on account of non-occupational personal illness or injury (not covered by Workers Compensation) shall be entitled to receive sick leave pay for each work day missed on account of such non-occupational illness or injury.

Non-Occupational Sick Leave

The granting of non-occupational sick leave and the payment of compensation to persons on non-occupational sick leave shall be subject to the following provisions:

- A. The Police Chief shall investigate and ascertain the validity of any request for non-occupational sick leave made by a bargaining unit member in that department and shall approve the same if the Police Chief is satisfied as to the validity of such request. A doctor's letter may be required by the Police Chief or by the Town Manager in the case of non-occupational sick leave claimed hereunder. Employees may utilize up to five (5) days sick leave annually to care for an ill spouse, partner, or child.

- B. A bargaining unit member will accrue at the first pay period of each month non-occupational sick leave with full pay during the first year of employment at the rate of one-half (1/2) day (4 hours) for every month worked for a maximum of six (6) days (48 hours) per twelve (12) consecutive months worked. A bargaining unit member working less than full time will accrue non-occupational sick leave on a pro rated basis. Unused non-occupational sick leave during the first year shall not be accumulated.
- C. A bargaining unit member who has more than one (1) year service will accrue non-occupational sick leave with full pay for fifteen (15) days (120 hours) a year accruing at the first pay period of each month at the rate of one and one-quarter (1 1/4) days (10 hours) per month worked up to a maximum accrual of fifteen (15) days (120 hours) per twelve (12) consecutive months worked. Any bargaining unit member working less than full time shall be granted non-occupational sick leave on a pro-rated basis. (Example: If an employee works 75% of fulltime, the employee would earn 75% of 15 sick days per year (90 hours).) All unused authorized non-occupational sick leave may be accumulated to a maximum of one-hundred-fifty (150) days (1200 hours).
- D. Payment: Sick leave shall be paid at the employee's then current regular straight time rate of pay, as shown in Appendix A, but without duplication of payments made or required under workman's compensation or any other law. Evening or night differential shall be included for purposes of computing sick pay, (but shall not be included for injured-on-duty pay and sick leave buy-back.)
- E. Payment of non-occupational sick leave benefits under this section shall not be initiated until the claim thereto by the employee shall have been approved by the Police Chief.
- F. Any dispute as to the eligibility of an employee for non-occupational sick leave payments or as to the amount of such payments may be taken to the Town Manager by the employee concerned or by the Town Accountant.

Sick leave buy-back:

When an employee retires from Town service after the requisite years of qualified service, such employee shall be entitled to sick leave buy back at the following ratio and rate of pay. For 0 to 100 days of unused accumulated sick leave, twenty-five (25%) percent of the employee's rate of pay in effect at the time of separation for each day. For 100 to 150 days, fifty (50%) percent as calculated above. For the purposes of computing sick leave buy-back, evening/night differential shall not be included in pay rate.

ARTICLE 20 - PERSONAL DAYS

Subject to the discretion of the Police Chief, bargaining unit members shall be entitled to be absent from work for up to three (3) days (24 hours) per fiscal year, prorated for less than full time work hours, without loss of their regular straight time pay. There will be no accumulation of these days,

Such absence shall be requested of the Police Chief by the requesting employee not later than twenty-four (24) hours in advance of its occurrence except in emergency situations, which emergency situation shall require the employee to call the Police Chief no less than one (1) hour prior to the start of such

employee's work shift. The scheduling of such absence for personal business shall be at the reasonable discretion of the Police Chief.

ARTICLE 21 - JURY DUTY

A bargaining unit member whose service in the capacity of a juror, makes it impossible or impractical to work the hours necessary to earn a normal weeks pay, may make application to the Police Chief for the difference between jury duty pay received, and a normal weeks earnings. The Town agrees to pay such amount upon presentation of due proof by such bargaining unit member. Such bargaining unit member must present himself for work at his normal time and place of employment when not sitting upon a jury.

ARTICLE 22 - BEREAVEMENT LEAVE

Employees shall be entitled to five (5) days bereavement leave with pay for absence due to each death of their spouse/domestic partner or child(ren).

Employees shall be entitled to three (3) days bereavement leave with pay for absence due to each death of other "immediate family". "Immediate family" shall include: mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, and a relative living in the employee's household.

ARTICLE 23 - FAMILY MEDICAL LEAVE

The Town will post a Notice of Employee Rights so that bargaining unit members are able to become aware of their rights under the Federal Family Medical Leave Act of 1993, as from time to time amended.

ARTICLE 24 - DRUG TESTING

Probationary Employees: Employees may be tested during the probationary period at such times as may be determined- by management.

Absence from Duty. An employee who is absent from duty for more than twenty (20) continuous calendar days or thirty (30) calendar days in any one (1) year period on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested as a condition for returning to duty or at any time within the first month after his return to active duty,

Serious Incidents. An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested after the incident.

Career Assignments. An employee may be tested as a condition of promotion and then annually thereafter while he holds the position.

Reasonable Suspicion. An employee may be tested after a determination by the Police Chief that there is reasonable suspicion to test the employee.

Random Testing. An employee may be tested at random for drug use, but not more often than two (2) times per calendar year.

Employees will execute a form acknowledging receipt of a copy of this drug testing article and agreeing to be bound thereby.

Procedures:

Urine samples or blood samples as specified by the Police Chief will be taken from an employee or a prospective employee according to directions provided by the testing facility.

The laboratory selected to conduct the analysis must be experienced and capable of quality controls documentation and chain of custody and must possess technical expertise and demonstrated proficiency in radio immunoassay testing.

The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician.

Test results will be made available upon request to the employee after they are made known to the Police Chief department. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. For urine and/or blood samples, the employee will be accompanied by an individual assigned by the Police Chief to supervise the taking of the sample to a collection facility. The employee will be assigned test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify appropriate documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

The employee to be tested will report to the police chief at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample.

The police chief will advise the testing facility as to the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which testing was requested,

The testing shall consist of an initial screening test, and, if that was positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

If the employee so requests in a timely fashion, a "split sample" of blood and urine will be collected and provided to an accredited testing facility under security procedures acceptable to the town's designated testing facility assuring procedural integrity and chain of custody. If the employee and/or the union have the split sample tested, the results will be made available to the Police Chief at the same time as to the employee and/or union.

Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as appropriate.

Prohibited Conduct:

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

Impairment by Prescription Medicine. An employee shall notify the chief when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the Police Chief of the known side effects of such medication and the prescribed period of use. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions.

Zero Tolerance Policy. Violations of this policy will not be tolerated on or off duty and will subject employees to discharge.

ARTICLE 25 - LIGHT DUTY

An employee who is on leave without loss of pay status (i.e., sick leave) or on worker's compensation pursuant to the Massachusetts General Laws may, in the discretion of the Town, be required to perform limited duty on either a full-time or part-time basis, provided the Police Chief, in such Department's reasonable discretion, determines that there is limited duty available to be performed by such employee and requests such employee to do so.

Notwithstanding any provision in this Agreement to the contrary, including, but not limited to, those provisions relating to shift bidding and seniority, if any, the Police Chief shall have full authority to assign and reassign such employee to any shift or limited duty necessary for the efficient implementation of this Article.

Light duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with such employee's physical limitations.

ARTICLE 26 - AMERICANS WITH DISABILITIES ACT

As of July of 1992 all provisions of collective bargaining agreements must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101485), the Town shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced could subject both the Town and the Union to the penalty provisions of the ADA.

ARTICLE 27 - MISCELLANEOUS PROVISIONS

1. Savings Clause: Should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement

shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement and not stated shall remain in full force and effect.

2. Bulletin Boards: Announcements shall be posted on the bulletin boards where employees normally report for work.
3. Union Representatives: The name of the union steward and other representatives shall be furnished to the employer immediately after their designation and the Union shall notify the Town in writing of any changes.

ARTICLE 28 - HEALTH INSURANCE

Unless unavailable due to circumstances beyond the control of the Town, the Town will offer group health insurance coverage in accordance with M.G.L. c. 32B, as amended. Bargaining unit members electing and eligible for such coverage which qualifies as an HMO as of 7/1/92 and does not qualify as an indemnity coverage under M.G.L. c. 32B, as of 7/1/92 shall share the cost of the applicable premiums with the Town according to the following table.

Town Share	Employee Share
75%	25%

Where such group health insurance coverage is other than a qualifying HMO plan, and qualifies as of 7/1/92 as indemnity coverage under M.G.L. c. 32B, (including but not limited to Blue Care Elect), the bargaining unit members will pay 40% of the applicable premiums and the Town will pay 60% of the applicable premiums.

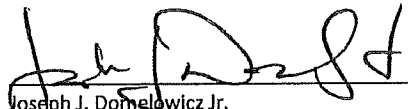
ARTICLE 29 – EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective as of July 1, 2021, and continue in full force and effect until June 30, 2024, inclusive. The terms of this Agreement shall not change during the life of this Agreement. The terms of this Agreement shall remain in effect until a new agreement is negotiated.

Changes: At such time either party to this Agreement wishes to inaugurate collective bargaining discussions for negotiations of a new contract effective after the term of this Agreement, the notice of the changes and the language with which such desired changes are to be expressed shall be mailed to the other party. It is the intent of the parties to commence negotiations at least ninety (90) days before the termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek to arrange a meeting for the purpose of discussion and amicable agreement concerning the desired changes within thirty (30) days after such notice. Nothing in this article shall preclude the union or the employer from modifying during the course of such negotiations any proposals previously made.

THIS AGREEMENT IS ENTERED INTO ON THE 28th DAY OF June, 2021

TOWN OF HAMILTON

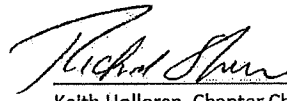


Joseph J. Domelowicz Jr.
Town Manager

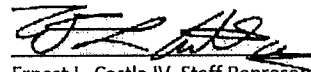
June 30, 2021

Date

FOR THE UNION, AFSCME
COUNCIL 93, AFL-CIO
LOCAL 2905, POLICE AND FIRE SIGNAL
OPERATORS UNIT



Keith Holloran, Chapter Chairman
AFSCME Local 2905



Ernest L. Castle IV, Staff Representative
AFSCME Council 93

June 28, 2021

Date

APPENDIX – A

WAGE TABLES

FY22								
2% COLA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
HOURLY	\$ 24.71	\$ 25.21	\$ 25.71	\$ 26.22	\$ 26.74	\$ 27.27	\$ 27.81	\$ 28.36
37.5/WK	\$ 926.61	\$ 945.34	\$ 964.07	\$ 983.18	\$ 1,002.69	\$ 1,022.59	\$ 1,042.88	\$ 1,063.55
52/YR	\$ 48,183.53	\$ 49,157.34	\$ 50,131.15	\$ 51,125.26	\$ 52,139.65	\$ 53,174.32	\$ 54,229.29	\$ 55,304.54
40/wk	\$ 988.38	\$ 1,008.36	\$ 1,028.33	\$ 1,048.72	\$ 1,069.53	\$ 1,090.76	\$ 1,112.40	\$ 1,134.45
52/YR	\$ 51,395.76	\$ 52,434.50	\$ 53,665.23	\$ 54,533.61	\$ 55,615.62	\$ 56,719.28	\$ 57,844.58	\$ 58,991.51

FY23								
2% COLA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
HOURLY	\$ 25.20	\$ 25.71	\$ 26.22	\$ 26.74	\$ 27.27	\$ 27.81	\$ 28.37	\$ 28.93
37.5/WK	\$ 945.14	\$ 964.25	\$ 983.35	\$ 1,002.84	\$ 1,022.74	\$ 1,043.04	\$ 1,063.73	\$ 1,084.82
52/YR	\$ 49,147.20	\$ 50,140.49	\$ 51,133.78	\$ 52,147.76	\$ 53,182.44	\$ 54,237.81	\$ 55,313.88	\$ 56,410.63
40/wk	\$ 1,008.15	\$ 1,028.52	\$ 1,048.90	\$ 1,069.70	\$ 1,090.92	\$ 1,112.57	\$ 1,134.64	\$ 1,157.14
52/YR	\$ 52,423.68	\$ 53,483.19	\$ 54,538.54	\$ 55,624.28	\$ 56,727.93	\$ 57,853.66	\$ 59,001.47	\$ 60,171.34

FY24								
2% COLA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
HOURLY	\$ 25.71	\$ 26.23	\$ 26.75	\$ 27.28	\$ 27.82	\$ 28.37	\$ 28.93	\$ 29.51
37.5/WK	\$ 964.05	\$ 983.53	\$ 1,003.01	\$ 1,022.90	\$ 1,043.19	\$ 1,063.90	\$ 1,085.01	\$ 1,106.52
52/YR	\$ 50,130.14	\$ 51,143.30	\$ 52,156.45	\$ 53,190.72	\$ 54,246.09	\$ 55,322.57	\$ 56,420.15	\$ 57,538.85
40/wk	\$ 1,028.31	\$ 1,049.09	\$ 1,069.88	\$ 1,091.09	\$ 1,112.74	\$ 1,134.82	\$ 1,157.34	\$ 1,180.28
52/YR	\$ 53,472.15	\$ 54,552.85	\$ 55,638.91	\$ 56,736.76	\$ 57,862.49	\$ 59,010.74	\$ 60,181.50	\$ 61,374.77