

THE TOWN OF WALPOLE

AND

**THE MASSACHUSETTS COALITION OF POLICE
IUPA (AFL-CIO) LOCAL 466 WALPOLE PUBLIC
SAFETY DISPATCHERS**

JULY 1, 2023 THROUGH JUNE 30, 2026

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The following contract, effective as of July 1, 2023 by and between, respectively, the Town of Walpole, hereinafter referred to as the "Town", and the Massachusetts Coalition of Police IUPA (AFL-CIO) Local 466, Walpole Public safety Dispatchers, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town of Walpole and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

PREAMBLE

It is the intention and purpose of the parties hereto that this Agreement provide an orderly collective bargaining relationship between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

It is recognized that the overall management of the Dispatch Center will be that of a Unified Command Structure consisting of the Town Administrator, Police Chief, and Fire Chief.

All new employees shall be hired on a probationary basis for one year. By the end of one year probationary period, the employee's department head shall recommend to either permanently appoint or terminate the employee. Such recommendation shall go in into effect upon the approval of the Town Administrator. The Town Administrator may extend the probationary period at his/her discretion for up to one year.

It is recognized that in addition to all other functions and responsibility the Town has and will retain the sole right and responsibility to direct the operations of the employees and in this connection to determine the methods, processes and types of work performed; the schedules of shifts and hours of work; and to select, hire and demote employees, including the right to make and apply rules and regulations of discipline, efficiency and safety.

It shall also have the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote, transfer and to layoff because of lack of work or other cause unless otherwise hereinafter provided.

The Town and the Union acknowledge that the Town Administrator, Chief of Police and Chief of Fire possess the discretion to determine the appropriate level of Dispatcher services as well as the qualifications of persons to perform the duties associated with Dispatching in the Town to ensure public safety and communication. The parties also acknowledge that the Town Administrator, Chief of Police and Chief of Fire have the further discretion to determine the number of Dispatchers assigned in any such instance necessary to maintain public safety or other legitimate interest of the community or department.

Employees covered by this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Union; to act in the capacity of Union representative; and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection, except that no official of the Town of Walpole shall participate in the management of the Union or act as its representative if such activity would be incompatible with his/her official duties.

Neither the Town nor the Union will discriminate against any employee covered by the Agreement or applicant for employment because of race, color, creed or national origin.

The Dispatcher Union accepts the provisions of the American with Disabilities Act of 1990.

The Dispatcher Union accepts the provisions of the Federal Family and Medical Leave Act of 1993, as it applies to the Collective Bargaining Agreement. The parties acknowledge that the Town is subject to the provisions of the Family and Medical Leave Act of 1993 ("FMLA"). The FMLA shall not increase or decrease the length of the leave available to eligible employees under the Leave Act set forth in this Agreement. Where an employee rates leave under the aforementioned Article for a reason which would entitle the employee to leave under the FMLA, such leave will also be considered FMLA Leave and will be deducted from the employees' statutory FMLA Leave entitlement. FMLA Leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA.

The Town reserves the right to employ and utilize part-time Civilian Dispatchers without restriction. Part-time employees who work a minimum of twenty hours a week on a regular continuous basis will receive benefits as do full-time employees but only in proportion to hours worked. This pertains to accrual of sick, vacation time and holiday.

Job related injuries shall require employee to report to Norwood Caritas Hospital immediately and to file an injured on duty report within 24 hours of the injury.

The following summarizes the commitment and procedures relative to the prohibition of Sexual Harassment covering employment with the Town of Walpole. The Sexual Harassment Policy and Complaint Procedure of the Town of Walpole has been endorsed by the Select Board, is given to all employees as stipulated by Law and is the governing policy and procedure for all employed by the Town of Walpole.

New employees who resign from serving as a Dispatcher with less than three years of service to the Town agree to reimburse the Town for expenses related to hiring, equipment and training. The purpose of the policy will be to allow the Town to be reimbursed for expenses related to hiring, equipment and training.

ARTICLE I - RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Massachusetts Coalition of Police IUPA (AFL-CIO) Local 466, Walpole Public safety Dispatchers, as the exclusive representative and bargaining agent for the following bargaining unit; all regular full time Dispatchers of the Town of Walpole.

ARTICLE II - CHECKOFF

A. PAYROLL DEDUCTION

The Town accepts the provisions of Section 17A of Chapter 180 of the General Laws of Massachusetts, and in accordance with, shall certify to the Town Treasurer all payroll deduction for the payment of dues to the Union duly authorized by employees covered by this contract.

B. UNION INITIATION FEE AND DUES

Employees, who are Union members, shall tender the initiation fees (if any) and weekly membership dues by signing the Authorization of Dues form. During the life of this contract and in accordance with the terms of the form of Authorization of check off of dues hereinafter set forth, the Town agrees to deduct Union membership dues levied in accordance with the constitution of the Union from the pay of each Union member of the said Contract, and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made by the 30th of each month.

C. AUTHORIZATION OF PAYROLL DEDUCTION FORMS

AUTHORIZATION OF PAYROLL DEDUCTIONS

BY: _____
(NAME)

TO: _____
(EMPLOYEE'S DEPARTMENT)

EFFECTIVE: _____

I hereby authorize you to deduct from my weekly earnings the Union membership initiation fee (if any) assessments and once each week an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Local Union.

D. AGENCY SERVICE FEE

Subject to the provisions of M.G.L. c.150E, Section 12, employees who are not members of the Union shall be required, as a condition of continued employment, to pay to the Union, a service fee. The amount of the service fee shall be, as determined by the Union, commensurate with the employee's proportional share of the costs of collective bargaining and contract administration, to the extent permitted under M.G.L. c.150E, Section 12.

ARTICLE III - SENIORITY

- A. It is agreed by the Union and the Town that seniority within the Walpole Dispatcher Union shall commence from the effective date of employment as a regular full time employee. The effective date of employment shall be the first day of employment as a regular full time Dispatcher. If one or more employees have the same effective date of employment, seniority will be determined by the Town Administrator.
- B. Seniority shall not be broken by vacation time, sick time, injury time, temporary lay-off, suspension or any approved leave of absence, or any call to military service for the duration.
- C. If an employee resigns voluntarily or is discharged for just cause, he/she shall lose all seniority.
- D. In the event of reduction in force, layoff shall be in reverse order of hiring and any recall to work shall be by seniority.
- E. Seniority shall prevail in the assignment of shifts consistent with needs of the Department as determined by the Chief of Police or his/her designee. All written requests for shift transfers will be considered by the Dispatch Supervisor, and approved or denied by the Chief of Police or his/her designee and written answers given.

ARTICLE IV - BEREAVEMENT LEAVE

An employee shall be granted up to four (4) working days leave without loss of pay, the last day of which shall be the day of the funeral or memorial service in the event of a death in the immediate family of the employee. Bereavement leave shall not be deducted from sick leave.

Immediate family shall mean and include the following: Spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren.

Reasonable travel time shall be allowed at the discretion of the Dispatch Supervisor.

ARTICLE V - SPECIAL LEAVE

Such special leave will be allowed by permission of the Chief of Police or his/her designee provided:

- A. Such substitution does not impose any additional cost to the Town in regard to salaries or payment of wages.
- B. Permission is received from the Chief of Police or his/her designated representative one (1) day prior to its becoming effective, except in the case of emergency.

ARTICLE VI - UNIFORMS AND EQUIPMENT

The Dispatch Supervisor, or his/her designee, shall continue to supply the members of the force with uniforms on a replacement and maintenance basis as is the existing system therein. Each employee, as part of this system, shall be afforded an allowance not to exceed \$400 per year to be used on the purchase of uniform items that clearly identify them as Walpole Public Safety Dispatch personnel.

ARTICLE VII - OVERTIME

All employees shall be paid at the rate of time and one-half for all work in excess of eight (8) hours in any one day or forty (40) hours in any one-week.

Employees called back to work because of an emergency, shall be guaranteed a minimum of two (2) hours pay at the overtime rate, as long as the hours do not overlap with their assigned tour of duty. In the event the hours overlap, the dispatcher will be eligible for pay at the overtime rate for the hours worked outside their assigned shift.

When the safety of the public requires employees to work overtime, the Dispatch Supervisor or in their absence, the Officer-In-Charge, has the authority to require employees to work overtime.

Employees who elect to accrue compensatory time off in lieu of overtime payments shall be required to use that time within 4 months of date of accrual or be paid for said time.

The Supervisor of Dispatch shall maintain and update an overtime list on a weekly basis. In the absence of the Supervisor of Dispatch the Police Chief or his designee will maintain this list.

ARTICLE VIII - ASSIGNMENT OF EXTRA WORK

Overtime, including required overtime shall be equitably distributed as to the number of assignments and compensation received. If an employee refuses to work overtime or for the purpose of this Article, he/she shall be considered to have worked the overtime. There will be a record kept of all assignment of overtime. Said record will be available upon request by a member of the Dispatcher Union.

ARTICLE IX - SICK LEAVE

- A. Regular full-time employees shall accrue sick leave at the rate of twenty-five percent (25%) of the weekly authorized hours each month of service after the employee has been a regular full-time member for at least 90 days. Sick leave not used in the year in which it accrues, together with any accumulative sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in subsequent years up to the maximum of one thousand one hundred twenty (1120) hours per year. Loss of time directly attributable to injuries incurred while performing assigned duties shall not be charged to sick leave. Sick leave records shall be available to members of the bargaining unit upon request.
- B. Absence from duty shall be charged against sick time accrued for the following reasons:

1. When an employee is required to undergo medical, optical, or dental treatment when such treatment cannot be accomplished on off-duty hours.
 2. Personal illness.
- C. It is agreed that employees may use up to five (5) sick days for the birth of his/her child.
- D. A physician's certificate may be required by the Town for absences over three (3) consecutive working days, or in case of repeated absences of less than three consecutive working days. Said certificate shall be secured at the employee's expense.
- E. A Sick Leave Bank will be established for all members of the unit who have completed their probationary period and whose sick leave accumulation has been exhausted and who have been out of work for a minimum of 30 consecutive days.

The Sick Leave Bank will be funded by all participating Union members contributing one day per year on July 1st from their accrued sick leave and by those Union members who have accumulated the 140 maximum accrued sick days.

Individuals shall not qualify for Sick Leave Bank unless they have accumulated at least 30 days sick leave as of July 1st of any year.

Before applying to the Sick Leave Bank, the individual must have exhausted their own individual sick leave, have been out of work for at least 30 consecutive days and be carried on sick leave by the Town of Walpole.

A Union member shall only be eligible to withdraw from the Sick Leave Bank that amount of time which was previously exhausted through regular accrued sick time as a result of the sickness which prompted the individual to apply for access to the Sick Leave Bank.

Upon an employee's return to work from an illness, the employee's eligibility in the Sick Bank is restored and if additional time off is necessary, the Sick Bank Committee may agree by majority vote to grant the use of additional sick bank hours.

The Sick Bank shall consist of three (3) members with two (2) chosen by the Union and one (1) member chosen by the Town Administrator.

No employee shall be eligible to receive benefits from the Sick Leave Bank on account of any elective surgery or an illness, injury, disability or quarantine of a family member.

Criteria that may be considered by the Committee in evaluating an employee's request for benefits from the Sick Leave Bank shall include, but not be limited to:

- a. The seriousness of the employee's illness, injury, disability or quarantine;
- b. The anticipated duration of the employee's illness, injury, disability or quarantine;
- c. The employee's length of service with the Town;
- d. The number of hours typically worked each week by the employee in normal circumstances;
- e. Other sources of income or benefits that the employee receives, or is eligible to receive, during the period of his/her illness, injury, disability or quarantine;
- f. The propriety of the employee's prior use of sick leave; and

- g. The aggregate number of hours currently available in the Sick Leave Bank.
- h. It is agreed that employees may use up to five (5) sick days for the birth of his/her child.

Participation in the sick leave bank is required in order for an employee to utilize this benefit. Each year, prior to the start of the next fiscal year, the union will meet and determine the appropriate number of required contribution days to be donated by each employee in the upcoming fiscal year.

ARTICLE X - LIGHT DUTY

Employees who are absent from work as a result of personal injury received in the course of employment by the Town will receive all benefits pursuant to the applicable MGL applying to Workers Compensation.

In the event the physician designated by the appointing authority determines that the Dispatcher is capable of performing limited duties on either a full time or less than full time basis subject only to the provisions contained herein. The Town shall determine whether a position is available which the Dispatcher is capable of performing and may or may not assign him/her to fill the position. Assignments to limited duty tasks may be changed or terminated at the discretion of the Town subject only to the provisions contained herein.

The Town and the Union agree for the purpose of clarity that members of the bargaining unit who are absent from work or injured on duty leave shall be subject to the same "use it or lose it" policy on vacation leave that all Dispatchers comply with, and are subject to. Accordingly, subject only to a Dispatcher's Article XII opportunity that five (5) vacation days be carried over, all vacation time which is unused at the end of the vacation year shall be lost.

Light or limited duty tasks shall include:

1. Dispatching
2. Teletype operation
3. Training
4. General clerical work
5. Suicide Prevention Watch
6. Computer Operation
7. Supervision (applicable to Supervisors only)
8. Other limited or light duty tasks agreed upon by the Unified Command Staff and the Union.

Whenever two or more Dispatchers are assigned to limited duty, the Dispatch Supervisor or his/her Designee shall assign the more senior Dispatcher to his/her regular shift. The Dispatch Supervisor shall assign the other Dispatcher to the shift that he/she deems appropriate, except for Dispatchers currently assigned to that shift.

If the Dispatcher is determined by the physician designated by the Town to be capable of returning to limited or light duty and he/she is assigned to same and he/she does not report for same and he/she has not filed a timely appeal hereunder, his/her pay shall be discontinued and he/she shall be subject to disciplinary action.

APPEAL PROCESS

In the event the individual Dispatcher's personal physician disagrees with the decision made by the physician designated by the Town and believes that the Dispatcher is not capable of returning to limited duty, the Dispatcher shall cause his/her physician to confer with the physician designated by the Town within ten (10) calendar days of the decision by the physician designated by the Town.

A Dispatcher assigned to light duty notwithstanding the continuing disagreement of his/her personal physician after said conferral with the physician designated by the Town shall have the right, within fourteen (14) calendar days after said conference, to appeal to a third physician designated by the two conferring doctors. The third physician shall render his/her decision within seven (7) calendar days or as soon as practical thereafter. The decision of the third physician shall be final and binding as to whether the Dispatcher is medically capable of being assigned to limited or light duty at that time.

If the Dispatcher is determined by the third physician to be capable of returning to limited or light duty and he/she is assigned to same and he/she does not report for same, his/her pay shall be discontinued and he shall be subject to disciplinary action. Nothing herein, however, shall prevent the Town from having the Dispatcher subsequently reexamined at reasonable intervals, normally not less than fourteen (14) calendar days, to see if the Dispatcher has sufficiently recovered to commence light duty. The cost of the appeal procedure, namely payment of the third physician, shall be paid for by the Town.

Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein preclude the Town of Walpole from involuntarily retiring members. Further, nothing herein shall preclude an injured Dispatcher from seeking and obtaining treatment for said injury from a physician of his/her choice. Nothing herein shall require or preclude the Town from, or limit his/her discretion regarding the granting or denying of a request from an Dispatcher out on sick leave to work on limited or light duty; however, such assignments shall not be made involuntarily.

It is understood that assignments to light duty are temporary in nature and shall not exceed beyond the period of disability.

ARTICLE XI - COURT TIME

Employees required by the Department or the Court to appear in the District Courts, Superior Courts, or Civil Courts of the Commonwealth or the United States of America for criminal or civil business at other than their regularly scheduled working hours, when the appearance is required as a result of the employee's performance of his/her regular public safety duties, shall be guaranteed two (2) hours pay at the overtime rate. All time in excess of two (2) hours shall be compensated at the overtime rate. It is specifically agreed that if the Dispatch Supervisor or in their absence, the Officer-In-Charge, orders a Dispatcher to appear for an interview or preparation for trial prior to the normal starting time for Court then that Dispatcher will be paid at the overtime rate for those hours that he/she appears prior to the starting time.

ARTICLE XII - HOLIDAYS

The following days and no others shall be considered holidays for employees covered under this agreement.

New Year's Day	Martin Luther King Day
President's Day	Patriot's Day
Memorial Day	Juneteenth Day
Fourth of July	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

Those employees required to work on a holiday will receive time and one half pay for the shifts worked during the holiday. Member of the dispatcher bargaining unit will be paid in the same manner in which the Police bargaining unit is paid for Thanksgiving and Christmas.

Members of the Bargaining Unit shall be granted the above holidays provided the employee worked the regularly scheduled hours on the last scheduled shift within twenty-four hours prior to the holiday, worked the holiday if scheduled, and worked the first scheduled shift within twenty-four hours after the holiday. The Town reserves the right to waive the above requirement.

ARTICLE XIII - DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended, or charged in any manner under the General Laws except for just cause. When and if said charge is made under the General Laws, the permanent employee will be entitled to have counsel present at any hearings or interviews attendant thereto.

ARTICLE XIV - INSURANCE

The Employer shall offer Health Insurance for Employees who regularly work in excess of 20 hours per week and 1040 regular hours per fiscal year.

Active Employee contribution rates toward premiums shall be 40%.

The Employer and the Union agree that so long as the Employer remains part of the current health group, the Employer shall notify the Union of changes made to mandatory subjects of collective. The Employer and the Union also agree that should the Union timely request to meet and discuss any changes to mandatory subjects of collective bargaining, the parties shall meet for the purpose of discussing the impact of the change(s) and not the decision to implement the change(s) itself.

ARTICLE XV - ITEMIZED CHECKS

Itemized checks will be accompanied by an itemized voucher listing deductions on those occasions where there is a change in compensation.

ARTICLE XVI - HOURS OF DUTY OF PERMANENT MEMBERS OF THE DISPATCHER UNION

It is the intention of the Town to continue the current shift schedules for the duration of this Agreement. Said shift schedules are as follows:

FIRST SHIFT	12:00 MIDNIGHT TO 8:00 A.M.
SECOND SHIFT	8:00 A.M. TO 4:00 P.M.
THIRD SHIFT	4:00 P.M. TO 12:00 MIDNIGHT

All Full-Time personnel covered by this agreement shall be restricted to a maximum of 2 consecutive shifts. In no case will any personnel work more than 2 consecutive shifts unless otherwise authorized by the Police Chief.

ARTICLE XVII - VACATIONS & PERSONAL LEAVE

Vacations will be credited on the employee's service anniversary date:

Eighty (80) hours	after one (1) year of service.
One hundred twenty (120) hours	after five (5) years of service.
One hundred sixty (160) hours	after ten (10) years of service.
Two Hundred (200) hours	after twenty (20) years of service.

Vacation time is accrued based upon years of service as shown above. The Town and the Union agree that members of the bargaining unit may carry over a maximum of five (5) vacation days from one calendar year into the next calendar year.

Vacation time can be taken at any time within the calendar year, subject to the approval of the Chief of Police. Vacations will be scheduled on the calendar in the dispatch area. All vacation time will be by calendar year. No vacation time will be scheduled for July 3rd, Thanksgiving, and Christmas unless the dispatcher has blocked out a 2 week vacation slot at the beginning of the year. The vacation schedule for the following calendar year will be posted on December 1st and vacations will be posted to the calendar based on a seniority basis until December 20th. From December 21st to December 31st all available slots can be scheduled regardless of seniority. The calendar will have one slot available for each 8 hour shift on each day. There will be no more than 2 dispatchers taking vacation time within a 24 hour period.

Employees shall be eligible to take personal leave time each fiscal year equal to sixty (60) percent of the weekly authorized hours. Requests for personal leave shall be submitted twenty four hours in advance and shall be subject to the approval of the employees Department Head.

ARTICLE XVIII - PERSONAL LEAVE OF ABSENCE WITHOUT PAY

Personal Leave of Absence for a limited period not to exceed thirty (30) days shall be granted for any reasonable purpose and such leave may be extended or renewed for a reasonable period not to exceed (30) days at the discretion of the Town.

ARTICLE XIX – WAGES

Walpole Dispatch Supervisor Pay Schedule - FY2024 – 2.25%				
Effective 7/1/23	1	2	3	4
	\$ 30.71	\$32.58	\$ 34.58	\$ 36.71

Walpole Dispatch Supervisor Pay Schedule - FY2025 - 3%				
Effective 7/1/24	1	2	3	4
	\$ 31.63	\$ 33.56	\$ 35.62	\$ 37.81

Walpole Dispatch Supervisor Pay Schedule - FY2026 – 3.25%				
Effective 7/1/25	1	2	3	4
	\$ 32.66	\$ 34.65	\$ 36.78	\$ 39.04

The Dispatch Supervisor will generally work the second shift however the Chief of Police shall have the authority to modify the Supervisor's work schedule as the Chief deems necessary. If the Dispatch Supervisor is scheduled to work and there is an absence the supervisor will be allowed to fill in if necessary for up to three days without the need to call in another dispatcher on overtime. If there is an absence when the supervisor is not scheduled to work the supervisor will follow the overtime procedures outlined in Article VII of this agreement. The Supervisor of Dispatch shall only be eligible to work overtime after everyone on the overtime list has been called or in the event that the Chief of Police determines that it is necessary for the Supervisor to work overtime hours.

When the position of Dispatch Supervisor is vacant the position will be posted externally. Current Dispatch union personnel are encouraged to apply for the position however The Town Administrator shall have the sole discretion to choose who shall serve as the Dispatch Supervisor.

Walpole Dispatch Pay Schedule - FY2024 – 2.25%						
Effective 7/1/23	1	2	3	4	5	6
	\$23.47	\$24.92	\$25.92	\$27.50	\$29.18	\$30.98

Walpole Dispatch Pay Schedule - FY2025 - 3%						
Effective 7/1/24	1	2	3	4	5	6
	\$24.17	\$25.67	\$26.70	\$28.33	\$30.06	\$31.91

Walpole Dispatch Pay Schedule - FY2026 – 3.25%						
Effective 7/1/25	1	2	3	4	5	6
	\$24.96	\$26.50	\$27.57	\$29.25	\$31.04	\$32.95

Progression through the steps is not automatic and shall be on the basis of merit on recommendation of the Chief of Police. If an employee covered in this agreement does not receive a satisfactory performance review that employee shall not receive a step increase for the next fiscal year. This matter is not grievable.

Employees permanently scheduled to shifts 1 and 3 and working said shifts will receive an additional 4% per hour of their base pay a shift differential

Employees hired after July 1, 2020 shall not be eligible for longevity

Longevity will be paid to permanent members of the Walpole Dispatchers Union at a rate of:

\$400 after five years of service
 \$500 after 10 years of service
 \$600 after 15 years of service
 \$700 after 20 years of service

The Union agrees to accept the Town's job descriptions for the position of Dispatcher Supervisor and Dispatcher.

As first responders dispatchers are required to handle all fire and police dispatching and are required to administer and deliver the necessary medical care including the deliverance of Epipen, AED, Narcan or other medical tools or procedures at their disposal in order to ensure that the residents and visitors to the Town of Walpole are protected. In lieu of this acknowledgement employees covered by this agreement will be provided \$1,000 stipend half of which will be paid during the first pay period of December and the other half will be paid during the first pay period of June each year.

All employees covered by this agreement shall continue to be enrolled in the Town's Direct Deposit program for all payroll compensation. All employees shall have access to electronic payroll information.

ARTICLE XX - TRAINING

The Town will cover the costs and expenses for each dispatcher for appropriate certifications and training. The Chief of Police or his/her designated representative shall have the final say if there is a question as to whether or not a certification is appropriate and/or necessary.

ARTICLE XXI - GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Procedure

It is the declared objective of the parties to this Agreement to encourage prompt resolution of grievances. The parties recognize the importance of prompt and equitable disposition of any grievances at the lowest organizational level possible. Any employee shall have the right to present a grievance and have it promptly considered on its merits. Any grievance not answered by management in any of the steps below shall be equivalent to a denial of the grievance.

Definition

A "Grievance" shall mean a complaint that there has been a violation or misinterpretation of any provision of this Agreement. A valid grievance shall only be processed following presentation by the aggrieved party to and acceptance by a Dispatcher Grievance Committee. A majority of said committee members must vote favorably on any submitted grievance prior to its submission under Step 1 or Step 2 below and a detailed summary of the discussion of the committee shall be provided to the Supervisor of Dispatch if this matter is taken to step 1. Grievances shall be settled in the following manner:

Step 1

An employee and/or his/her Union Representative shall present a grievance, in writing, to the Supervisor of Dispatch within one (1) working day after the act or condition which is the basis of the complaint occurred; or in the event the complaint occurred during the absence of the employee and/or his/her Union representative, the grievance shall be presented with three (3) working days from the date the employee and/or Union representative returns to work from that absence. The employee and the Supervisor of Dispatch shall center on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, an employee may present a grievance personally, or he/she may be represented by a Union Representative; but where the employee is represented, then he/she must be present. The Department Head shall communicate his/her decision to the aggrieved employee within ten (10) working days after receiving the complaint. The written statement of grievance shall include:

- a. Name and position of grievant
- b. A statement of the grievance and the facts involved
- c. The corrective action requested
- d. Name of Union Representative
- e. Signature(s) of grievant(s) or Union Representative

In the event that the Supervisor of Dispatch shall be absent, the Town Administrator will designate an Acting Supervisor of Dispatch who will fulfill the duties of the Director as required in Step 1.

Step 2

If the grievance is not resolved at Step 1, the aggrieved employee or the Union may appeal by forwarding the grievance, in writing, to the Town Administrator within three (3) working days after he/she has received the Step 1 decision. The appeal shall include:

- a. Name and position of grievant
- b. A statement of the grievance and the facts involved
- c. The corrective action requested
- d. Name of Union Representative at Step 1, if any
- e. Signature(s) of grievant(s) or Union Representative

The Town Administrator will arrange if requested by the aggrieved, for a meeting with the aggrieved employee and his/her Union Representative, if any. The aggrieved employee may be present at the conference, except that he/she need not attend where the sole question before the Town Administrator is one of interpretation of a provision of this Agreement or of what is established policy or practice. The Town Administrator shall issue a decision on the grievance as soon as possible, but no later than ten (10) working days after receipt of appeal.

Step 3

If the grievance is not resolved by Step 2, the aggrieved employee or the Union may appeal by forwarding the appeal in writing to the Select Board within three (3) working days after receiving the Step 2 decision. The Board may conduct a hearing if the Chairman of the Board determines one is necessary. Any meeting(s) arising out of a grievance at this step between the Select Board and the Union shall be held in executive session unless both the Select Board and the Union specifically waive this provision in writing. The Select Board shall issue a decision on the grievance as soon as possible, but not later than twenty (20) working days after the next regular meeting of the Select Board.

Grievances of Disciplinary Action

Grievances involving disciplinary action shall be processed beginning at the second step of the grievance procedure. If the grievance reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and benefits that would have been due the employee.

Arbitration

A grievance, which was not resolved in Step 3 under the Grievance Procedure, may be referred to arbitration. The notice shall be filed within thirty (30) working days after denial of the grievance at Step 3 under the Grievance Procedure. It is understood and agreed that no grievance, dispute or misunderstanding between parties arising out of events, which occurred prior to the execution of this Agreement, shall be submitted to arbitration under the provisions of this Agreement.

It is further understood and agreed that no matter relating to the power and authority vested within the Employer by statute shall be submitted to arbitration. The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony. Furthermore, this party referring this matter to arbitration shall pay for all costs associated with the Arbitrator.

The decision of arbitrator shall be supported by substantial evidence on the record as a whole, and shall be final and conclusive and binding upon all employees, the Employer and the Union. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement; nor shall the arbitrator have jurisdiction, unless otherwise herein provided, in any case submitted to arbitration to affect

in any way, directly or indirectly, by any decision or in any other manner, the right and responsibility of the Employer to direct its employees, the assignment of work to employees, the shift schedules and hours of work and the rules and regulations to be made or applied for discipline.

The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony.

The arbitration proceeding shall be conducted by the Commonwealth of Massachusetts Board of Conciliation & Arbitration, or the American Arbitration Association by mutual agreement between the Union and the Employer.

The arbitrator shall issue his/her written decision not later than thirty (30) working days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of transmitting the final statement and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the disputes and both will abide by it.

The Employer agrees that it will apply to all substantially similar situations, the decision of an arbitrator sustaining a grievance, and the Union agrees that it will not bring or continue and that it will not represent any employee in any grievance, which is substantially similar to a grievance denied by the decision of an arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

No employee shall be paid for attendance at any arbitration or grievance procedure in any of the steps outline above unless otherwise provided herein

ARTICLE XXII - SAVINGS CLAUSE

If any provision of this Agreement is, or shall at any time be, contrary to the law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XXIII - RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Union and the Town agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union in consideration of the value of this Agreement, and its terms and conditions, and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

The Union and the Town agree that each has had a right to bargain for any provision that they wished in this Agreement, and each expressly waives the right to reopen the Agreement for any further demands or proposals that could have been made prior to the effective date of this Agreement, and that the present Agreement constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE XXIV – DRUG AND ALCOHOL POLICY

The Union agrees to adhere to the following drug and alcohol policy:

DRUG AND ALCOHOL TESTING POLICY

- A. Probationary Employees. Employees may be tested periodically during the probationary period with or without reasonable suspicion at such times as may be determined by management.
- B. Absence from Duty. An employee who is absent from duty for more than ninety (90) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once within the first ten (10) calendar days after his return to active duty.
- C. Serious Incidents. An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested.
- D. An employee may be tested upon prior to a promotion.

The Union will not discourage or interfere with an employee's seeking a promotion. The employer will not make an appointment in bad faith as a pretext for testing an employee.

- E. Reasonable Suspicion. An employee may be tested after a determination by the Chief or his designee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.
- F. Admission of Addiction. An employee, who admits to dependence on alcohol, shall be afforded the opportunity to participate in an alcohol program. An appropriate program will be agreed to by the Chief and the Union. The dispatcher will be placed out on sick leave for the duration of this program and may be subject to random testing for six months after their return to work. An employee, who admits to a drug addiction, may be afforded the opportunity to participate in a drug program depending on the circumstances involved. An appropriate program will be agreed to by the Chief and the Union. The officer will be placed out on sick leave for the duration of this program. An employee who violates Section H, Prohibited Conduct, 1-4, shall not be afforded the opportunity for treatment.
- G. Procedures.
 - 1. Urine samples, when requested by the Chief, will be taken from an employee or a prospective employee according to directions provided by the testing facility. The sample will either be hand delivered to the testing facility or it will be mailed via overnight courier service such as provided by Federal Express.
 - 2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. A certificate from such facility will be issued for use in all discipline

cases. (Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used.) The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987, and as updated.

3. 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. Any disclosure will be kept confidential with tester.

4. Test results will be made available also to the employee upon request. 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.
5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. The employees will be accompanied by an officer from the department assigned to supervise the taking of the sample and responsible for proper conduct and uniform procedures of the sampling process. The employee will be assigned a 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 department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.
6. The employee to be tested will be notified of the test requirement a reasonable time before testing and when urine samples are to be taken, shall report to the station at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample.
7. The department will designate to the testing facility 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 the department requested testing.

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

8. Each step of the processing of the test sample shall be documented in a log 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 necessary.

H. 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.

I. Discipline. Disciplinary action will be taken consistent with the procedures established under the current collective bargaining agreement

ARTICLE XXV - DURATION

This Agreement and each of its provisions shall be in effect as of July 1, 2023 and shall continue in full force and effect until June 30, 2026, except as otherwise herein provided.

Should neither party to this Agreement send notice of termination sixty (60) days prior to the termination of this Agreement, it will be considered automatically to be continued in force and effect and renewed for another year.

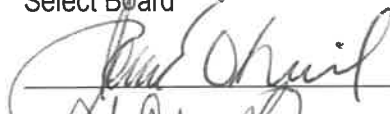
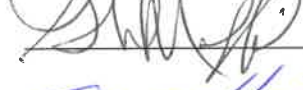

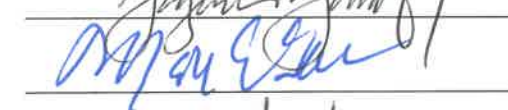
WHEREFORE, we hereunto set our hands and seal this day and year:

Massachusetts Coalition of Dispatch
IUPA (AFL-CIO) Local 466, Walpole

BY: 

DATE: 5/4/23

TOWN OF WALPOLE
Select Board

DATE: 5/23/2023