

# Agreement Between Town of Reading



And The

## Reading Public Safety Dispatchers Mass Cop Local 191A

Effective: July 1, 2020

Expiring: June 30, 2021

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## PREAMBLE

This Agreement is made pursuant to the authority of Chapter 150E of the General Laws, by and between the Town of Reading, hereinafter called "the Town" or "the Municipal Employer", acting by and through its Select Board, and the Reading Public Safety Dispatchers, MASS COP Local 191A, hereinafter called the "the Union."

# **ARTICLE 1.0 - GENERAL CONDITIONS**

## **SECTION 1.1 – RECOGNITION**

Pursuant to certification by the Labor Relations Commission Case No. MCR 4134 dated June 16, 1992, the Town recognizes the Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of employees in a unit consisting of the following:

All Town employees whose job title is Public Safety Dispatcher. All positions not specifically included above are specifically excluded from this Agreement. Both parties recognize that the position of Head Public Safety Dispatcher exists, is not a position which is part of the bargaining unit, and is a position that does Public Safety Dispatching work as well as administrative and supervisory work related to the Public Safety Dispatching operation of the Town of Reading.

## **SECTION 1.2 – DURATION**

This contract shall be effective as of July 1, 2020 and shall remain in effect until June 30, 2021.

## **SECTION 1.3- STABILITY OF AGREEMENT**

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

## **SECTION 1.4- MANAGEMENT RIGHTS**

The Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the Municipal Employer or his duly designated agent to issue reasonable rules and regulations governing the conduct of employees covered by this Agreement, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement. Without limiting the generality of the foregoing, the Union recognizes and agrees that the right to plan, direct, and control the Town's business, operations and work force; to hire, promote, transfer and lay off employees; and lawfully and for just and proper cause, to demote, discipline, suspend or discharge employees; and the right to determine the hours, schedules and assignments of work, the work tasks, classification, and standards of performance for employees is vested exclusively in the management of the Town. The foregoing shall not be taken, however, as a limitation upon the rights of the Union to represent the employees covered hereby in the grievance procedure provided in this Agreement, and any other procedure dealing with employee representation rights.

The Town of Reading Personnel Policies shall apply for any issue that is not inconsistent with any provision of this agreement.

## **SECTION 1.5 - GRIEVANCE PROCEDURE**

Section 1.5.1 - A grievance shall be defined as any complaint by the Union alleging a violation or misinterpretation of an express provision of this Agreement. Working days in this Article shall refer to the working day of the employees in the Bargaining Unit.

Grievances shall be settled in the following manner:

Step 1: The Union representative, with or without the aggrieved employee, shall take up the grievance or dispute with the immediate supervisor within four (4) working days of the grievance. The immediate supervisor shall attempt to adjust the matter and shall respond to the Union within four (4) working days.

Step 2: If the grievance still remains unadjusted, it shall be presented to the Police Chief in writing within four (4) working days after the response of the immediate supervisor. After having received the grievance in writing, the Police Chief shall meet with the aggrieved employee(s) and/or a representative of the Union within four (4) working days. The Police Chief shall respond in writing within eight (8) working days.

Step 3: If the grievance is still not settled, it shall be presented in writing to the Town Manager to be heard within twelve (12) working days. Grievance hearings will be conducted in compliance with the Open Meeting Law. The Town Manager shall hear the grievance and respond in writing to the Union within fifteen (15) working days.

Section 1.5.2 - If the grievance is still not settled, either party (the Town or the Union but not any individual employee) may submit the grievance to arbitration by filing with the other party a statement of written intent to arbitrate. Such submission to arbitration must be made within fifteen (15) days after the expiration of the fifteen (15) working days referred to herein by delivery in hand or by mail. If the parties do not agree on an arbitrator within seven (7) days after submission, the submission shall be made to the American Arbitration Association or to another arbitrator, if both parties agree. The arbitrator shall be selected and the arbitration shall be conducted under AAA rules. Expenses for such arbitration service shall be shared equally by the parties.

Section 1.5.3 - The arbitrator hereunder shall be without power to alter, amend, add to, recommend any change or changes, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit the decision in writing within thirty (30) days after the conclusion of testimony and argument and subsequent filing of briefs, or as soon as practicable thereafter.

Section 1.5.4 - The number of days indicated in the above procedure may be extended by mutual agreement in writing. Grievances regarding discharge action shall be processed beginning at Step 2.

## **SECTION 1.6 - NO-STRIKE CLAUSE**

Section 1.6.1 - No employees covered by this Agreement shall engage in, induce or encourage any strike, sympathy strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, induce, institute, authorize, participate in, sanction or ratify any work stoppage, slowdown or withholding of services.

Section 1.6.2 - Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town Manager, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services, and to return to work forthwith and shall, in addition, post notices to that effect on the bulletin board or boards in the department.

Section 1.6.3 - In consideration of the performance by the Union of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

Section 1.6.4 - Any employee participating in an activity prohibited by Section 1.6.1 is subject to disciplinary action, including dismissal.

## **SECTION 1.7 - JOINT LABOR/MANAGEMENT COMMITTEE**

A joint labor-management committee will be established. It will be composed of the Town Manager and two representatives appointed by the Town Manager and two representatives appointed by the Union. The committee shall meet as requested by either the Town or the Union to discuss employment related matters.

## **SECTION 1.8 – SEVERABILITY**

Should any provision of this Agreement be held unlawful to a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in full force for the duration of this Agreement.

## **SECTION 1.9 - CONTINUATION OF AGREEMENT**

On or before the December 1 immediately preceding the expiration of this Agreement, either party may notify the other of its desire to negotiate a successor agreement, whereupon negotiations shall commence in a reasonable time.

## **SECTION 1.10 - ZIPPER CLAUSE**

The parties acknowledge that during their negotiations which resulted in this Agreement, each had the unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining,

and that the understandings and agreements were arrived at by the parties after the exercise of that right and opportunity as set forth in this Agreement.

Therefore, the Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any such subject or matter, except compensation and duties for new or changed job classifications and newly created positions.

### **SECTION 1.11 – POLICE CHIEF**

The terms 'Police Chief' and 'Chief' shall have the meaning of 'Police Chief or designee', unless otherwise specified.

# **ARTICLE 2.0 - OPERATION OF THE DEPARTMENT**

## **SECTION 2.1 - NON-DISCRIMINATION**

The Town does not discriminate against any person on the basis of race, religion, ethnicity, color, gender, sexual orientation, gender identity, national origin, ancestry, age, marital status, veteran status, or disability, or any other protected status defined by law.

## **SECTION 2.2 - HOURS OF WORK**

Section 2.2.1 The regular work week of all full-time persons covered by this Agreement shall consist of 32 hours, which shall be four (4) days of eight hours, with two days off before starting the next work week. The work day shall be divided as follows:

Day Shift - 8:00 AM to 4:00 PM and 6:00 AM to 2:00 PM  
First half - 4:00 PM to 12:00 AM and 2:00 PM to 10:00PM  
Last half - Midnight to 8:00 AM

During the duration of this contract, either party may reopen this section of the contract dealing with the work schedule.

Section 2.2.2 Any Dispatcher whose status is not regular full-time will be required to work a minimum of 32 hours each month. If this schedule is not maintained, one warning will be given to correct the deficiency.

Section 2.2.3 During the change from Daylight Savings Time to Eastern Standard Time, and from Eastern Standard Time to Daylight Savings Time, Dispatchers who are working an overtime shift shall be paid for the actual number of hours worked at their overtime rate.

Section 2.2.4 The Union agrees that Dispatchers will participate in 20 hours of annual in-service training, as determined by the Police Chief. During FY19 this requirement will be only 16 hours. This time will be done on the Dispatcher's own time and in a manner determined by the Police Chief. This training assignment may include distance learning. When Dispatchers are required to physically attend training at a specific site, they will be credited for the actual hours of their attendance.

This training time assignment will be directed and assigned at the sole discretion of the Police Chief for professional development activities.

When directed to an assignment and the Dispatcher has a legitimate time conflict, (s)he may request that the Police Chief deduct vacation time in lieu of the assignment. In lieu of this, the Police Chief may deduct any remaining time owed from available accrued vacation, floating holiday, or compensation time by June 30<sup>th</sup> of each year.

The two supervisors for EMD quality control and CGIS backup will receive credits for 16 hours of annual payback time, and have a remaining requirement of 4 hours of in-service training starting in FY20.

### **SECTION 2.3 - SAFETY AND HEALTH**

Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's supervisor and the employee contributing to such condition shall be subject to disciplinary action. Such complaints shall be the subject of grievance hereunder.

### **SECTION 2.4 - EMPLOYEE DEVELOPMENT**

It is the policy of the Town of Reading to encourage employee development on the part of regular full- time and regular part- time employees when the employee development will enable them to better perform their current jobs, and when it will prepare them for advancement and promotion within the Town.

Employee development may include conferences, seminars, non-accredited courses, accredited college courses, college courses while enrolled in a degree program and enrichment programs offered by the Town.

In order to encourage employee development, the Town will pay for costs reasonably related to the programs included in the definition of continuing education. These costs may include tuition, registration and books and publications. Parking, mileage or other transportation, meals and lodging, if the program is away from the immediate area, will be evaluated on a case-by-case basis, and may be paid when the employee development is directly related to the existing job of the employee and is not part of a degree program.

Attendance at employee development programs is dependent upon the following:

1. The employee must have completed the probationary period;
2. The employee development program must be related to the employee's current job or a job that can reasonably be expected to be available with the Town in the near future;
3. Adequate appropriation in the Municipal Budget or funds available from grants dedicated to employee development;
4. Police Chief must believe that attendance at the program will not adversely affect the functioning of the Division or Department in the employee's absence;
5. Application to attend the program must be made in writing and approved by the Police Chief and the Town Manager in advance of the beginning of the program;

6. The employee must complete the program with a grade of "C" or better with satisfactory completion of the course if the course is un-graded;
7. An employee development program that is directly related to a current job held by an employee may be taken during working hours.

For new Dispatchers, the Town will provide training as the Town may determine is necessary for the individual and the position. The initial period of training will be conducted by the Head Dispatcher and will be under his/her control and direction. Training may include in-house training, and outside training. After the initial training the Head Dispatcher may assign the new dispatcher to work with another Dispatcher or Dispatchers to increase the new dispatcher's training and knowledge.

## **SECTION 2.5 – SENIORITY**

Section 2.5.1 - Seniority is defined as the total length of service with the Town provided that the other Departments (School and Municipal Light Department) of the Town provide for reciprocal agreements with regard to seniority.

Section 2.5.2 - Seniority in the Bargaining Unit shall be the determining factor for purposes of determining who receives priority for conflicting time off benefits and for bidding for open shifts.

Section 2.5.3 - Full-time and part-time benefited employees will be merged on one seniority list, and part-time un-benefited employees in the Bargaining Unit will be included on a separate list.

## **SECTION 2.6 - DISCIPLINE AND DISCHARGE**

Employees who have completed their probationary period of one (1) year from date of hire shall not be disciplined or discharged without just cause.

## **SECTION 2.7 – LAYOFFS**

Layoff is the involuntary separation of an employee from the Town's service because of a lack of work, lack of funds or the discontinuation of a position.

Layoffs may be ordered for the above reasons and may be for a definite or an indefinite period of time. Layoffs shall not be employed as a disciplinary measure.

In the event of a layoff within the Bargaining unit, the employee in the Bargaining Unit with the least seniority shall be released from his/her position. For purposes of this section, layoffs shall be ordered in the following order where practical:

- Part- time un-benefited employees
- Part- time benefited employees
- Full- time employees

Employees separated by layoff shall be given first consideration for new vacancies which may develop in the same position or a lower classification from which they were laid off, for a period of 2 years from their date of layoff. Recall rights will be terminated sooner if an offer in a job paying equal or greater to the previously occupied position is offered and refused. Employees in the same job classification and of equal seniority shall be evaluated to determine retention status in terms of performance. The Town will attempt, unless circumstances make it impractical, to give no less than 30 days written notice to any employee whose job is being terminated or reduced in hours.

# ARTICLE - 3.0 COMPENSATION

## SECTION 3.1- COMPENSATION

Section 3.1.1 - Compensation will be based on the following:

FY21 Schedule A1 (+5.0% COLA vs. FY20)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
FY21	\$ 22.01	\$ 24.20	\$ 24.93	\$ 25.68	\$ 26.45	\$ 27.25	\$ 28.07	\$ 28.91

Beginning on July 1, 2004, pay for the 11 designated holidays in Section 4.1, whether worked or not, shall be included in the base pay of employees of the Public Safety Dispatchers' Union. There will, therefore, be no separate pay for holidays and holiday pay is included in the biweekly pay.

Section 3.1.2 - Each employee who successfully completes the probationary period following hiring shall move to Step 2 or the next higher step above the step assigned upon hiring, whichever is applicable. On July 1st of each year, an employee who has successfully completed their probationary period shall be eligible to move one step in Schedule A-1 upon successful evaluation of performance, subject to the limitations cited under Section 3.1.1.

Section 3.1.3 - Assignment of Step. Each employee will be assigned to the step in accordance with the classification and compensation schedule.

Section 3.1.4 - Shift Differential. Employees assigned to a night shift (First Half or Last Half) will be paid 6% higher than they would normally be paid if they were working the day shift, only for the hours actually worked in the night shift.

## SECTION 3.2 – OVERTIME

Section 3.2.1 - Rate. Overtime at the rate of time and one-half (1.5x) shall be paid to employees for the number of hours worked in excess of 32 hours in a regular 6-day work week as defined in Section 3.1. Employees who have left work and are called back for emergency work or staff meetings outside of their regular working hours shall be credited with a minimum of two (2) hours' time at the overtime rate. Employees currently at work will be compensated hour for hour for each hour past their normal work hours. If the work requiring the call back does not fill the minimum two (2) hour call back, the employee shall remain at the work place productively employed for the entire two (2) hours.

Section 3.2.2 - Bouncing. The practice of "bouncing," which is defined as the practice of temporarily changing on short notice the work schedule of an employee, is prohibited. The scheduled tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this contract. Nothing shall prohibit the employer from making permanent changes in the work schedule of any employee.

Section 3.2.3 - Overtime/Premium Time. Two (2) or more types of overtime or premium pay provided for by any provision of this Agreement shall not be applied to the same identical hours worked; instead, pay shall be computed on that basis which would yield the greater amount.

Section 3.2.4 - Distribution of Overtime. Overtime opportunities will be offered to qualified members of the bargaining unit first, before being offered to the Head Dispatcher. Overtime opportunities will be rotated by seniority to insure an equitable distribution. Records will be maintained and accessible upon request. The Union will set up procedures for assigning overtime, subject to the approval of the Police Chief.

Section 3.2.5- Out of Classification Pay. An employee who is assigned in writing by the Police Chief, to perform the complete job, and not merely individual tasks of a higher position, and replaces an absent employee for five (5) or more consecutive work days, shall be paid at the grade of the absent employee at the lowest step that will ensure that the employee is paid not less than 5% more than his/her regular rate of pay.

Section 3.2.6 - Swaps of Tours of Duty. Subject to the approval of the Police Chief, an employee in the Bargaining Unit shall be allowed to "swap" tours or partial tours of duty with another employee who agrees to work in his place.

There will be a "drop down" policy. When an open eight (8) hour shift occurs, it will be offered to members of the Bargaining Unit. If no member opts to work the shift for overtime pay, members of the Bargaining Unit will have the opportunity to "drop down" or exchange their regularly scheduled shift for the open shift, if this can be accomplished without creating any further overtime liability to the Town. The new open shift created by the "drop down" will be offered to the members of the Bargaining Unit.

Section 3.2.7 – Court Time. Employees who, when not on a regular tour of duty, attend court as a witness in a criminal matter with the approval of the Police Chief and as the result of the performance of duty shall receive court pay at the time and one-half (1.5x) rate of pay for time actually worked with a four (4) hour minimum.

3.2.7.1 - Court time shall commence at 8:01 a.m. for an employee who attends or appears in court after conclusion of a last-half tour of duty.

3.2.7.2 - An employee who is required to attend the District or Superior Court and said attendance is on the so-called "short-day," shall be permitted to be excused from duty at his option, either the shift before or after his attendance in said Court without loss of pay, subject to the following understanding:

- a) This section does not grant an additional tour of duty off over and above the compensation or time off in Sections 2.6 and 3.2.7.1 respectively.
- b) This section does not grant eight (8) hours compensatory time. Employees accrue compensatory time in relation to the time in attendance as set forth in Section 3.2.7.1.

c) The purpose of this section is to permit an employee on a "short day" to take compensatory time for attendance in court. If the amount of time taken (8 hours) is more than the amount earned in attendance, the difference is deducted from previous compensatory time accumulation.

3.2.7.3 - Civil Cases. Any employee attending District or Superior Court in regards to a civil case stemming from a departmental response, shall be compensated the same as if it were a criminal case.

3.2.7.4 – Vacation. An employee who is called back from vacation to attend court pursuant to Section 3.2.7.1 shall be entitled to a substitute vacation day to be taken in accordance with Section 4.2 of this contract and applicable Department rules and regulations.

### **SECTION 3.3 – UNIFORMS**

New employees appointed as Public Safety Dispatchers by the Town shall, upon appointment, receive a complete set of uniforms as agreed to with the Police Chief. The initial set of uniforms will be prorated for part-time members of the Bargaining Unit based on the average work week of the part-time employee. After the initial uniform, Dispatchers will conform at all times to the type of uniform as determined by the Police Chief with input from the Union, and Dispatchers will be required to wear the uniform at all times while on duty.

Effective July 1, 2014 a separate annual clothing allowance for this purpose has been eliminated, and instead additional compensation has been rolled into Dispatcher base wages.

# **ARTICLE 4 - EMPLOYEE BENEFITS**

## **SECTION 4.1 HOLIDAYS**

All benefited Town employees shall be entitled to the following 11 holidays with pay when they fall within the regular work week:

New Year's Day  
Veterans' Day  
Independence Day  
Presidents' Day  
Patriot's Day  
Christmas Day

Memorial Day  
Martin Luther King Day  
Thanksgiving Day  
Labor Day  
Columbus Day

## **SECTION 4.2 – VACATIONS**

Paid vacations are available to all regular full-time employees.

Section 4.2.1 - Vacation shall accrue at the rate of 5/6 days (6.67 hours) per month for the remaining portion of the calendar year in which the employee is hired. Thereafter, vacation will be advanced to an employee on January 1st for the entire calendar year. No vacation will be taken during the probationary period.

Section 4.2.2 - 80 hours vacation with pay will be advanced to all regular employees beginning January 1st after their employment.

Section 4.2.3 - 120 hours vacation with pay will be advanced to all regular employees beginning on the date of completion of their fifth year of continuous service. On January 1st of the year in which the completion of the fifth year of continuous service is to be met, the vacation advanced will be the 80 hours earned plus the prorated amount of the additional 40 hours earned that year.

Section 4.2.4 - 160 hours vacation with pay will be advanced to all regular employees beginning on the date of completion of their tenth year of continuous service. On January 1st of the year in which the completion of the tenth year continuous service is to be met, the vacation advanced will be 120 hours earned plus the prorated amount of the additional 40 hours earned that year.

Section 4.2.5 - 200 hours vacation with pay will be advanced to all regular employees beginning on the date of completion of their twentieth year of continuous service. On January 1st of the year in which the completion of the twentieth year continuous service is to be met, the vacation advanced will be 160 hours earned plus the prorated amount of the additional 40 hours earned that year.

Section 4.2.6 - Vacations must be taken within the calendar year. An employee advanced up to 120 hours vacation may elect to carry over 40 hours of vacation into the next calendar year. An employee advanced 160 hours or more vacation may carry over up to 80

hours of vacation into the next calendar year. Any vacation carried over must be taken by June 30th of the next calendar year. All carry over must have prior approval of the Police Chief.

Section 4.2.7 - Vacations are scheduled under the direction of the Police Chief at the convenience of the Department.

Section 4.2.8 - Vacation leave will not be granted in less than one day increments unless approved by the Police Chief.

Section 4.2.9 - Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on his/her part, or by resignation in good standing, retirement or death, (s)he or his/her estate shall be paid at the regular rate of compensation payable at the termination of employment, an amount in lieu of earned but unused vacation.

Section 4.2.10 - An employee who terminates employment with the Town and who has taken vacation in excess of that which has accrued (determined on a monthly accrual basis) must compensate the Town for the excess vacation either directly or by withholding from paychecks.

Employees who are retiring and give at least six (6) months' notice will be entitled to the full year's paid vacation without pro-ration. This option is available only once. If, after giving six (6) months' notice, an employee decides not to retire, the employee may not take advantage of this option again.

### **SECTION 4.3 - SICK LEAVE**

Section 4.3.1 - All employees who work twenty (20) hours or more per week, shall be eligible for payment from accrued sick leave for time absent due to illness, injury or medical appointments that cannot be arranged after regular working hours. A policy on the procedure for informing a supervisor and/or the Police Chief of illness or injury will be used

.Effective January 1, 2015 sick leave shall be accrued on the basis of 1 day (8 hours) per month of service beginning on the first day of the month of employment. Unused sick leave shall be accumulated from year to year without limitation.

Section 4.3.2 - Up to five (5) days (40 hours) of accrued sick leave may be used by an employee to attend to a spouse, parent or child, or someone who lives in the same household as the employee and who is ill. There will be no carry-over of this benefit from one calendar year to another calendar year. The Town Manager may extend the sick leave used in this manner beyond what is permitted. This extension of the leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case, and denial of such a request is not subject to appeal.

Section 4.3.3 - When absence by reason of sickness or injury is for a period of three (3) consecutive days or more, the Police Chief may require the employee to submit a letter from a regularly licensed practicing physician giving the diagnosis and prognosis before the

employee shall be entitled to sick leave with pay. The Town, at its expense, reserves the right to have a physician examine the employee.

Section 4.3.4 - When absence is compensable under Worker's Compensation Law, an employee may, upon signing written authorization, be paid the difference between Worker's Compensation benefits and his/her regular base salary until part or all of his/her accumulated sick leave has been used. Sick leave used in this manner shall be charged at a rate of 0.4 days for each day the employee is on Worker's Compensation leave.

Section 4.3.5 - An employee who is on paid vacation and who is hospitalized for an injury or illness, at his/her option and provided that he/she has sick leave available, may have his/her vacation time changed to paid sick leave for the period of the actual hospitalization.

Section 4.3.6 - Upon termination (except termination by the Town or resignation not in good standing) after seven (7) years of benefited employment, all regular full-time employees and part-time employees who became members of the bargaining unit before June 30, 2007 and who work twenty (20) hours or more per week, shall be paid for unused sick leave not exceeding one hundred (100) days at fifty percent (50%) of his/her daily rate of pay in effect at the time of retirement. Employees who became members of the bargaining unit on or after July 1, 2007 shall not be entitled to any sick leave buyback.

Section 4.3.7 - Sick Leave Bank A "Sick Leave Bank" shall be established and maintained for the purpose of protecting permanent full-time employees against loss of income due to long-term illness or disability.

1. The Sick Leave Bank will be administered by a committee consisting of one (1) member to be elected from each of the constituent bargaining units which elects to participate (Engineers Unit, Public Works Unit, Police Officers, Police Superior Officers, Dispatchers and others) and appointees of the Town Manager one less than the aggregate number of members representing the Unions. All members of the Sick Leave Bank Committee shall be participants in the Sick Leave Bank.
2. The Sick Leave Bank policy is included in the Town's Personnel Policies and is binding for this bargaining unit.

## **SECTION 4.4 - BEREAVEMENT/EMERGENCY LEAVE**

Section 4.4.1. - Up to five (5) days leave (40 hours) with pay will be granted by the Town Manager for death in the immediate family. Immediate family is defined as a spouse, parent, grandparent, grandchild, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law or son-in-law.

Section 4.4.2 - One (1) day leave (8 hours) with pay will be granted to any employee to attend the funeral or other memorial service of other members of his/her family defined as aunt, uncle, sister-in-law, brother-in-law, niece or nephew.

Section 4.4.3 - Under this Article, one (1) day shall be defined as 2 shifts for an employee on his/her so called "short day."

Section 4.4.4 - This benefit is available to all regular full-time and regular part-time employees who work twenty (20) hours or more per week.

Section 4.4.5 - The Town Manager may extend the bereavement/emergency leave beyond what is permitted in 4.4.1, 4.4.2 or 4.4.3 above. This leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case and denial of such a request is not subject to appeal.

Section 4.4.6 - A "floating holiday" is a day off to be taken at the employee's discretion with the prior approval of the Police Chief. Each employee will be given two floating holidays (16 hours) per calendar year, and the holidays must be used in that calendar year. A floating holiday will not be available to an employee during his/her probationary period.

## **SECTION 4.5 – COMPENSATORY TIME OFF BENEFITS**

Section 4.5.1 – In lieu of overtime pay in cash at time and one-half (1.5x), at the Chief's discretion, an employee may elect to receive compensatory time off at one and one-half (1-1/2) hours for each hour worked. This section does not provide compensatory time off for court time.

Section 4.5.2 - In lieu of such court time compensation, an employee may elect to receive compensatory time off in an amount equal to one and one-half the times worked, with a four (4) hour minimum in each instance. The election provided herein must be made by the employee at the time he/she returns from such court attendance.

Section 4.5.3 - Compensatory time off may be accumulated at a maximum of thirty-two (32) hours, and shall be scheduled by mutual consent of the employee and the Chief.

## **SECTION 4.6 - GENERAL CONDITIONS**

Section 4.6.1 - Benefits Prorated for Part-time Employees. Part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall receive pro-rated time off benefits under this Agreement.

Section 4.6.2 - Benefits Prorated During the Year. All time off benefits will be prorated during the year, based upon an employee's beginning or ending date of employment with the Town.

Section 4.6.3 - Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on his/her part, or by resignation in good standing, retirement or death, (s)he shall be paid at the regular rate of compensation payable at the termination of employment, an amount in lieu of earned but unused vacation and floating holidays.

Section 4.6.4 - An employee who terminates employment with the Town and who has taken vacation, holidays, floating holidays, or any other time off benefit in excess of that which he has accrued (determined on a monthly accrual basis) must compensate the Town for the excess time off either directly or by withholding from paychecks. An employee who leaves

the employ of the Town and gives at least six (6) months' notice or who is laid off, will be entitled to the full year's paid vacation without pro-ration.

Section 4.6.5 - Benefits for New Hires. Employees may accrue sick leave, vacation leave and floating holidays from the date of hire but may not use vacation leave and floating holidays until completion of six (6) months of employment. However, such employees may utilize BEREAVEMENT/EMERGENCY LEAVE as described in Section 4.4 from date of hire. Additionally, the employee may use accumulated sick leave during the probationary period, subject to the Town requiring a letter from a physician after one day's absence.

# **ARTICLE 5 - UNION BUSINESS**

## **SECTION 5.1 - UNION DUES/AGENCY FEE**

The Town agrees to deduct monthly dues from the wages of all employees covered by this Agreement provided an authorization in a form supplied by the Bargaining Unit and approved by the Finance Director of the Town is submitted for each such employee.

## **SECTION 5.2 –UNION MEETINGS**

Section 5.2.1 - Time Off. Reasonable time off without loss of pay shall be granted to one (1) Union representative for the purpose of investigating or processing grievances or for collective bargaining when bargaining sessions are held during the work day. Union representatives are expected to first clear this leave with their Police Chief. Reasonable requests for time shall not be denied. Employees on Union business leave are subject to being ordered back to work by the Police Chief if the public safety interests of the Town require it.

Section 5.2.2 - Union Attendance at Conferences. The Union President or designee may attend the Annual Mass COP Convention or periodic seminars. That individual designated will be permitted to attend up to three (3) days at the business portions of the convention or seminars. If the employee is scheduled to work any or all of the days of the business portion of the convention or seminars, he/she shall be given paid time to attend. If the employee is not scheduled to work, the employee may attend the convention or seminars on his/her own time. No alteration in schedule shall be permitted prior to the convention or seminar which would create a greater liability for the Town relative to the time off for attendance at the convention or seminar.

## **SECTION 5.3 UNION COMMUNICATION**

Section 5.3.1 - Bulletin Board Space. Bulletin board space for union announcements will be provided in the Police Station and/or electronically, if requested. Such announcements shall not contain anything political, denunciatory or inflammatory, or anything derogatory to the Municipal Employer or any of its officers or employees. Any Union authorized violations of this section shall entitle the Municipal Employer to disregard its obligations hereunder.

Section 5.3.2 - Meeting Space. Union meeting space will be provided by the Employer upon reasonable request and availability. Forty-eight (48) hours' notice shall be given to the Town Manager to provide a suitable meeting place.

# **ARTICLE 6 - MISCELLANEOUS**

## **SECTION 6.1 - MEAL BREAKS**

Public Safety Dispatchers are required to work their full eight (8) hour shift in the Dispatch Center, and because of the nature of their duties, the timing of a meal break is difficult to schedule. During each shift, the Dispatcher will be provided with reasonable time off for a meal break outside of the Dispatch Center. The meal break will be subject to the prior approval of the Officer in Charge (OIC), and the Dispatcher will be subject to immediate recall to the Dispatch Center if circumstances require it.

## **SECTION 6.2- CELL MONITORING DUTIES**

The Union and the Town recognize that the Town has made arrangements to hire cell monitors under certain circumstances, and whenever possible the cell monitors will be used. The Town and the Union further recognize that the function of cell monitoring is not the function of the Public Safety Dispatchers. However, under some circumstances, a cell monitor may not be available for hire. At these times, it might be necessary for a Dispatcher to perform the duties of cell monitor. It is understood that this will occur only for short periods of time, and only after all other options have been exhausted.

The Town and the Union further acknowledge that during normal operating conditions:

- A female Dispatcher will not be required to personally monitor a male prisoner;
- A male Dispatcher will not be required to monitor a female prisoner; and
- The Dispatch Center will not be left un-staffed, or reduced by the number assigned that shift while the Dispatcher is doing cell monitoring.

## **SECTION. 6.3 - AVAILABILITY FOR DUTY**

The Town will not send representatives to the homes of the Public Safety Dispatchers for the purpose of ordering them to work above their normally assigned shifts.

This section shall not apply during declared states of emergency or in situations where an incident has occurred which requires an overwhelming response by the Town. Shift coverage for sick leave and vacation leave is not considered to be a situation which requires an overwhelming response by the Town.

The Union will make a good faith effort to cover all shifts, and will participate with the Town in developing a plan to ensure that all shifts are appropriately covered.

# SIGNATURE PAGE

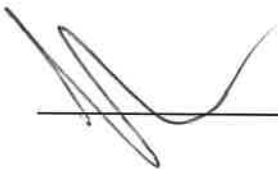
***IN WITNESS WHEREOF the parties to this Agreement have caused those present to be executed by their agents.***

Dated: 1/23/20

Town of Reading, by

Reading Public Safety  
Dispatchers Association

  
\_\_\_\_\_  
Robert W. LeLacheur, Jr. CFA  
Town Manager

  
\_\_\_\_\_

**Side Letter 1 Between  
Town of Reading  
and  
Reading Public Safety Dispatchers MASS COP Local 191A**


Part-time Public Safety Dispatchers (PTPSD) shall be allowed to perform all duties of the full-time employees within this union on a per-diem basis, subject to the following conditions:

- (1) To be eligible for part-time work, PTPSD must have served as full-time Dispatchers for this union after July 1, 2018;
- (2) All scheduled work shall be offered first to current full-time members of the union, and PTPSD are only eligible prior to the current full-time members being ordered in to work;
- (3) Any PTPSD must receive permission from their current Supervisor if they are employed by another department of the Town of Reading;
- (4) Overtime rates at the most recent Step held by the PTPSD member will be paid for all part-time hours worked.

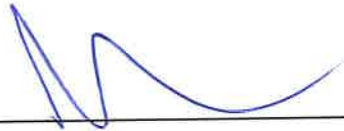
This Side Letter shall be effective with the signing below, and expire without further negotiation on June 30, 2021.

IN WITNESS WHEREOF the parties to this Agreement have caused those present to be executed by their agents on this 22 day of January 2020.

**Town of Reading:**

  
\_\_\_\_\_  
Robert W. LeLacheur, Jr. CFA  
Town Manager

**Reading Public Safety Dispatchers Association:**

  
\_\_\_\_\_

