Collective Bargaining Agreement

Between

TOWN OF ATHOL

And

SEIU LOCAL 888
Town Employees Chapter

July 1, 2015 – June 30, 2016

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Article 1 Recognition

Pursuant to M.G.L. Chapter 150E, the Board of Selectmen of the Town of Athol, Massachusetts (the EMPLOYER) recognizes SEIU 888 (The Union) as the sole and exclusive bargaining unit for the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment.

The bargaining unit shall consist of all full time and permanent part time employees of the Town Hall, Police Department and Library, excluding Police Officers, Elected Officials, the Town Accountant and the Selectmen's/Town Manager's Secretary, and all employees under a separate contract.

Article 2 Management Rights

Except as otherwise expressly and specifically provided in the Agreement, the supervision, management and control of the Town's operations, working force and facilities are exclusively vested in the Town. Without limiting the generality of the foregoing, the Town has the right to plan, direct and control the Town operations and working force, to hire, transfer, promote, assign and lay off employees, to demote, suspend, discharge, or take other disciplinary action against employees for just cause, determine the hourly, daily and weekly schedules of employment, the work tasks for employees or by others, to make, administer and enforce reasonable work rules and regulations, to take whatever action may be necessary to carry out its work in situations of emergency, all such rights being vested with the Town.

All positions that are appointed positions shall remain so under this Agreement. Appointments are made at the sole discretion of the Town Manager as provided for by the Town Charter. The failure to reappoint an employee to his or her position without cause shall be grievable under this Agreement. If the Town Manager fails to reappoint an employee, the employee may appeal the Town Manager's decision as provided for under, Article 16 – Grievance Procedure, of this Agreement.

Nothing contained in this Agreement is to be construed as in any way granting or waiving the rights or responsibilities of the Town which may not be granted or waived by the Town under the statutes of the Commonwealth of Massachusetts.

Article 3 Union Dues

The Employer shall deduct regular Union Dues each week from the paycheck of each employee who certified, in writing, authorization for such deduction. Such deductions shall be remitted monthly to the Union. A list, with each employee's name and the amount deducted from each employee's paycheck, and the week for which the deduction was made, shall accompany the remittance. The Union shall indemnify and hold the Town harmless against any and all claims, demands, suits and other forms of liability which may arise by reason of any action taken in making decisions and remitting same to the Union pursuant to the provisions of this Article.

Article 4 Agency Fee

Effective the thirtieth (30th) day following the beginning of employment, or the thirtieth (30th) day following the formal execution of the Agreement, each employee not choosing to belong to the Union shall be required, as a condition of employment, to pay an agency fee to the Union. The agency fee shall be equal to the amount allowable by law.

The Employer shall notify the Union of the name(s) and address(es) of any new employee(s) hired into a position(s) within the Bargaining Unit, as described in Article 1, within seven (7) days of their hire.

Article 5 Non-Discrimination

1. The parties of this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation, age, ethnic background, handicap(s), or Union affiliation.

2. The Town agrees that it or its agents will not interfere with, restrain, discriminate against or coerce any employee of the Town of Athol for his/her participation in recognized union activity as defined in Chapter 150E of the General Laws of Massachusetts.

3. The Union agrees that there will be no coercion or discrimination by its members against any employee because of his non-membership in the Union. The Union further agrees that there will be no coercion or discrimination against any employee or supervisor for his/her adherence to any provision of the Agreement.

Article 6 Hours of Work

1. The regular hours of each workweek shall be determined by the Town Manager.

2. The workweek for all employees shall continue to be the days and hours as were established prior to the implementation of this Agreement. Hours are to be posted for all employees and on file in the Selectmen's Office.

3. Each employee shall be scheduled to work a shift with regular starting and quitting times except in response to emergency (as designated by official Federal, State, or Town authorities) situations.

4. The Employer shall notify employees with a thirty (30) day advance notice, in writing, of any change in work schedule. The Employer will meet with the Union for discussions prior to implementing any schedule changes. Dispatchers are exempted from said provision, please refer to Article 36 Shift Assignment.

Article 7 Permanent Full Time Employees

An employee who works thirty-seven (37) or more hours per week and who maintains continuous, regular employment status shall be considered a permanent full time employee. Upon written approval by the Employer, under special conditions (i.e.,

illness, injury, etc.), a full time employee may work less than customary hours for a specific, short term, not to exceed three (3) months, without losing full time employee benefits.

Article 8 Permanent Part Time Employees

An employee who is regularly scheduled to work twenty (20) or more hours per week, but less than a regular full time employee, shall be considered a permanent part time employee. Each permanent part time employee shall be entitled to benefits, established by the Collective Bargaining Agreement, on a pro-rated basis.

An employee who is regularly scheduled to work less than twenty (20) hours per week, shall be considered a part time employee. Each part time employee, less than twenty (20) hours per week, shall not be entitled to benefits, established by the Collective Bargaining Agreement.

Article 9 Probationary Period

Each newly hired employee shall serve a probationary period. This probationary period shall start on the day of hire by the Town and continue for six (6) months. The probationary employee shall be entitled to benefits, as provided to all other employees covered under this Agreement.

Probationary employees shall not have seniority rights and may be disciplined, including discharge, at the discretion of the Town, such action shall not be subject to the provision of the Grievance Procedure of this Agreement.

Article 10 Union Representatives

1. A written list of Union Officers and Stewards shall be furnished to the Town immediately after their designation, and the Union shall notify the Town of any changes.

2. Upon notifying the Town of Athol, one (1) Union Representative shall be granted reasonable time off during normal working hours to investigate and settle grievances without loss of pay. The Union Representative may use up to 3 hours per week and this will be reviewed after one year.

3. Leave of absence without loss of wages, benefits and other privileges may be granted to elected officers and stewards of the Union to attend SEIU Local 888 conventions and union sponsored events and trainings. Agreed upon time is once every four (4) years for up to three (3) officers for two (2) days. With the Town Manager's approval, elected officers and stewards may opt to use personal days, floating days, vacation days, or unpaid leave of absence days for up to two (2) days per year.

4. Time off without loss of wages, benefits and other privileges may be granted to the Union negotiating committee members for attendance at negotiating sessions. As is

past practice, employees will not receive overtime or comp time for these negotiations.

5. Time off without loss of wages, benefits and other privileges may be granted to representatives and officers of the Union to attend joint labor/management meetings with approval of the Department Head and Town Manager.

6. All leave granted under this section shall require prior approval of the Town Manager or his/her designee.

Article 11 Overtime

1. Employees shall be paid one and one-half (1-1/2) times their regular hourly rate for hours worked in excess of the regular workweek. All overtime must be approved by the Department Head and Town Manager.

   Employees may choose compensatory time off in lieu of pay. Said compensatory time will be granted in the same manner as overtime. All compensatory time must be used within 90 days.

2. Employees called in to work (subject to approval by Town Manager) outside of their regular working schedule shall be entitled to a minimum of two (2) hours of pay at time and one-half (1 ½) of his/her regular hourly rate of pay.

   Employees may choose compensatory time off in lieu of pay, said compensatory time will be granted in the same manner as overtime. All compensatory time must be used within 90 days.

   a) Employees who are required to carry a cell phone or pager outside of their regular work schedule will receive an annual stipend of $250.00

   b) Employees that are called at home outside their regular hours shall consider the above stipend as compensation for the off time interruption, provided the call does not required further action.

3. Overtime shall be on a rotating basis, subject to qualification including the experience of the employees being assigned to overtime, as determined by the Department Head and Town Manager. The Town, Union and Employees agree to cooperate in the matter of overtime.

4. During periods of emergency, overtime will be expected to be worked except when the employee is excused as a result of illness or when otherwise excused by the Department Head and Town Manager.

5. Flex Time: For the purpose of attending work related meetings or trainings outside of regularly scheduled work time.
   a) Flex time will be taken hour for hour
   b) Anyone wishing to receive flex time for work related activities outside of regularly scheduled time shall fill out a request form prior to the event, identifying why the employee should attend the event

c) The Town Manager must approve the request in advance
d) Flex time must be used within 90 days
e) For offices where there are 2 or more employees, flex time may only be taken when the office is staffed unless approved by the Town Manager
f) The availability of flex time will not result in an employee being required to work outside of their regular work hours
g) Denial of flex time is not subject to the grievances, however the Town Manager will meet with the employee and the Union President to discuss the denial and allow additional consideration. The Town Manager's decision is final.

6. **After Hours Inspection Services & Fees**

Whereas the Town of Athol presently have established office hours for inspections services for less than five (5) days and less than forty (40) hours per week;

Whereas, from time to time, there is a need for personnel to conduct inspection services outside the department's established office hours;

All code enforcement personnel, such as Building, Health, and Wiring Inspectors, may upon written request and by prior approval of the Department's Supervisor and the Town Manager, may conduct inspection services outside the department's established office hours.

Inspection Fee(s) to be Assessed. The fee to conduct inspection services outside of the departments established office hours shall be established by the Town Manager, with a two (2) hour minimum.

Time/Hour Calculations. Assessed hours shall be the actual hours of inspection services provided. For example, if the inspector is on-site for four (4) hours the fee to be assessed shall be four (4) hours. On-site time shall be calculated in hour increments no smaller than a quarter hour, rounding to the nearest quarter hour.

Inspector's Compensation. The inspector shall be compensated at one and one-half (1 ½) their respective hourly wage rate or with compensation time at one and one-half (1 ½) per hours worked with a minimum of two (2) compensatory hours.

Employee wages for services provided shall be made upon receipt of requesting party's payment to the Town.

Administration Fee. The administration fee shall be the difference in the assessed fee less inspector's wages and shall be credited as a general revenue. The accountant's office shall keep a separate accounting for the fees assessed and distributed.

Inspector Availablity. Inspection personnel shall not be required to conduct inspection services outside the department's established office hours.

Fee Sample
An inspector is on-site for 4 hours. The assessed inspection fee would be 4 x $40 per/hour fee rate for a total of $160.00

The inspector's wage rate is $19.15 per hour (wage rate) x 1 ½ (multiplier) x 4 hours (on site time) equals $114.90.

The administration fee to the Town would be $160.00 (assessed fee) less $114.90 (inspector's wages) for $45.10. In this example, the town's inspector costs per hour is $36.14.

FYI. Inspector Avg. Hrly Costs.

Wages	28.72
Medicare	1.66
Medical Ins.	3.72
Dental Ins.	.31
Life Ins.	.02
Unemploym't (.25)	1.39
Workers Comp.	.32
Total	$36.14

Town Per Hr. Net:
40.00
(36.14)
3.86

Article 12 Meal Periods

Employees working eight (8) hours or more in any day shall be excused from duty for up to thirty (30) minutes on such days to have an unpaid meal break. On Tuesdays, employees who work until 8:00 p.m. or the regular 12 hour shift will also be granted a thirty (30) minute paid supper break. The Department Head should schedule the meal periods as near as possible to the middle of the shift, depending upon the needs of the department and the needs of the employee.

Article 13 Work Breaks

All employees' work schedules shall provide for a fifteen (15) minute work break during each four (4) hours, one-half (1/2) shift of a normal day.

Article 14 Seniority

Seniority shall be defined as the length of continuous service in any position within the bargaining unit from the first day of employment. Contractual and/or other authorized leave(s) of absence will not be considered a break in seniority. Work performed in other Town departments will be credited towards length of service in determining eligibility for benefits (i.e., vacations, sick leave, personal leave, etc.), but will not be credited toward continuous service in computing bargaining unit seniority (i.e., job bidding, reduction in force, etc.).

Article 15 Private Work

No employee shall be required to fulfill duties which extend into non-Town work.

Article 16 Grievance Procedure

STEP 1 An employee, with or without Union Officer/Steward, shall discuss orally, and in writing, his/her grievance with his/her Department Head within ten (10) calendar days of having been or having knowledge of having been aggrieved. The Department Head's response shall be due, in writing, within ten (10) working days of the oral discussion and written grievance.

STEP 2 If the matter has not been settled at STEP 1, the Union Steward and/or the Union Representative, with the knowledge and approval of the aggrieved employee, may submit the grievance to the Town Manager, in writing, within ten (10) working days of the due date of the Department Head's response. A copy of said grievance will be submitted to the Board of Selectmen. The Town Manager's decision shall be due within thirty (30) days of receipt of the grievance.

STEP 3 If the grievance has not been resolved at STEP 2, the Union and/or the Town may request arbitration through the Commonwealth of Massachusetts Board of Conciliation and Arbitration (CMBCA) within thirty (30) days of the due date of the Town Manager's response. A copy of the request for arbitration shall be mailed, by certified mail, to the other party. The decision of the designated arbitrator shall be final and binding on both parties. The fees and expense of the CMBCA/Arbitrator shall be borne equally by the Union and the Town. Only the Town or the Union may move the matter to arbitration.

If the Employer fails to respond within the specified time limits, the grievance will be moved to the next step. If the Union and/or employee fails to file or move the grievance forward within the specific time limits, the grievance will be considered dropped or settled consistent with the Employer's last response. All responses must be in writing within the specific time limits.

Grievances may be settled without precedent at any stage of this procedure.
The time limits set forth in this Article may be extended by mutual agreement of the parties.

Article 17 Holidays

Employees covered by this Agreement shall be paid for the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day

And any other day declared a holiday by state or federal government which is required to be observed by the Town. Conflicting celebration dates shall not result in a double holiday benefit.

If a holiday falls on an employee's day off, the nearest scheduled working day shall be considered the holiday.

If an employee works on a holiday, he/she shall be compensated at his/her regular rate of pay for all hours worked in addition to receiving holiday pay (eight (8) hours straight time pay).

Any employee out on an extended sick leave with a doctor's note, workmen's compensation, or extended injury or illness, will receive the holiday pay. No employee covered by this clause will receive double compensation.

If a holiday is observed on an employee's scheduled day off or during his/her vacation, he/she shall be paid for the unworked holiday or be given an extra day off with pay.

An employee must be in paid status the workday before and the workday after a holiday, in order to be eligible for holiday pay, unless authorized to be absent by the Town (vacation, sick, personal or bereavement leave).

Article 18 Personal Leave

On each January 1, full time employees on the payroll as of that date will be credited with three (3) paid personal leave days. Personal leave days for employees working less than full time but more than twenty (20) hours will be granted on a pro-rata basis.

Such personal leave may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his/her Department Head. Except as provided for herein, the employee will forfeit any personal leave not taken by December 31. Employees' personal leave balances shall be charged for time used at a minimum of one (1) hour.

Requests for personal days off shall be requested as soon as possible and shall not be unreasonably denied by management, with consideration for emergencies. The decision of management to deny a personal day off request where less than 48 hours notice is given shall not be subject to the grievance procedure.

Full-time employees on the payroll as of July 1, 2015 will be credited one (1) additional day of paid personal leave. Employees working less than full time but more than twenty (20) hours will be granted same on a pro-rata basis. This additional paid personal leave day must be used between 7/1/15 and 6/30/16 only. This paragraph shall expire on June 30, 2016.

Article 19 Bereavement Leave

In the event of death in the immediate family, (immediate family is defined as: spouse, parent, children, sister, brother, grandparents, grandchildren, step-children, mother-in-law, father-in-law, foster or step parents, step sister, step brother, or persons residing in the same household) of an employee, he/she will be granted a leave with pay in the amount of three (3) working days and for the death of an aunt, uncle, brother-in-law or sister-in-law, a leave of two (2) working days with pay will be granted. Such leave shall not be charged to sick leave, vacation leave or personal leave.

Article 20 Family and Medical Leave

The Town agrees to abide by the provisions of the Family and Medical Leave Act of 1993 and the Small Necessities Act. Leave of absence, personal time and sick time shall be used concurrently with family and medical leave.

Article 21 Jury Duty

If an employee is called to Jury Duty, he/she shall receive an amount equal to the difference between his/her normal compensation for the day at straight time rate and the amount (excluding any travel allowance) received from the court, upon presentation of evidence of the amount paid by the court.

Article 22 Leave of Absence

Leaves of absence may be granted in writing by the Town Manager, but shall be without compensation and benefits with no loss of or gain in seniority. Leaves of absence of over six (6) months duration shall be considered a break in employment and upon return to work the employee shall have the status of a new employee, unless an extension of leave beyond six (6) months has been authorized, in writing, by the Town Manager.

Article 23 Military Training

Employees covered under this Agreement who are required to report for temporary summer or like period of training in the military forces of the Nation or the Commonwealth, shall be an amount equal to the difference between compensation for a normal working period of up to seventeen (17) days and the amount paid for military training. An employee, on request, may combine his/her military leave with his/her regular vacation period.

Article 24 Sick Leave

Each employee shall be granted one and one-quarter (1-1/4) sick leave days per month for the first year. Thereafter these days shall be credited on the employees' anniversary date to a maximum of 300 days.

Workers' Compensation may be supplemented with sick leave to equal the employee's weekly pay.

In the event of hospitalization of an immediate family member, as defined in Article 19 Bereavement Leave, where the family member is hospitalized, the employee shall be allowed to use sick leave to be in attendance with that family member, with the permission of the Department Head.

Employees shall be allowed the option of using sick leave to care for an immediate family member or a family member who resides in his/her household.

Employees will be notified each January 1 of their accumulated Sick Leave and Vacation Leave. The employee will then have thirty (30) days to challenge the accuracy of the notice. Department Heads and/or Town Manager may request a doctor's note if an employee is out for 3 consecutive days.

Sick Leave Bank

There shall be a Sick Leave Bank for the use of bargaining unit employees in the event of an extended illness or accident, which has depleted the employee's personal Sick Leave accumulation. Employees, on a voluntary basis, may belong to the Sick Leave Bank. The Sick Leave Bank will be restricted to those who have contributed to the bank. Days placed in the Sick Leave Bank by an employee shall remain part of the Sick Leave Bank.

Beginning with the effective date of this agreement, three (3) sick days from each employee's Sick Leave accumulation may be allocated to the Sick Leave Bank, and each January 1 thereafter, an additional two (2) days from each employee's Sick Leave may be allocated to it.
Sick days allocated to the Sick Leave Bank shall be distributed to eligible employees by majority vote of a committee comprised of three (3) members appointed by the Union.

In order to be eligible for the Sick Leave Bank distributions, employees must be permanent full or part time employees covered by this Agreement with at least one (1) year of service, have exhausted all personal Sick Leave and have an extended illness or injury. No employee shall receive more than forty (40) days of Sick Leave from the Sick Leave Bank in any fiscal year.

The committee established to distribute Sick Leave from the Sick Leave Bank must report each request and its actions to the Town Manager and the Department Head of the affected employee.

Denial of requests for Sick Leave by the Sick Leave Bank Committee will not be grievable under Article 19.

Sick Leave Incentive Program

Employees who use no sick days or one (1) sick leave day in a calendar year shall receive two (2) floating days. Employees using two (2) or three (3) sick days in a calendar year shall receive one (1) floating day.

Article 25 Vacation Leave

The following annual vacations, without loss of pay, will be granted to employees who have been in continuous full time or part time employ of the Town, as follows:

Length of Employment as of January 1	Length of Vacation
Less than one year of employment	must work a min. of 30 weeks for 10 days
One year, but less than five years	Ten working days
Five years, but less than ten years	Fifteen working days
Ten years, but less than fifteen years	Twenty working days
Fifteen years, but less than twenty years	Twenty-five working days
Twenty years or more	Thirty working days

The amount of an employee's vacation pay shall be equal to the number of hours worked in a regular work week multiplied by the employee's straight time hourly rate multiplied by the number of weeks to which he/she is entitled.

Upon the death of an employee who is eligible for vacation leave under the above stipulations, payment shall be made to the estate of the deceased.

Employees shall be allowed to carry over to the next vacation year a maximum of ten (10) days of the earned annual vacation leave. Any vacation leave carried forward must be with the prior approval of the Department Head and Town Manager and will be taken in the year to which it is carried. All vacation must be with the approval of the Town Manager, Department Head or their designee.

Absences on account of sickness in excess of that authorized under the rules, or for personal reasons as provided under Personal Leave, may at the request of the employee and at the discretion of the Department Head be charged to Vacation Leave.

Anniversary vacation entitlements for the 5th, 10th, 15th and 20th years are due immediately upon reaching the anniversary date. Therefore, employees covered by this Agreement are eligible for the additional week of vacation upon reaching the 5th, 10th, 15th and 20th anniversary dates.

Article 26 Health and Welfare

Employees under jurisdiction of this Agreement, working twenty (20) hours per week or more, will be covered by the Town's contributory Group Health, Dental, Optical and Life Insurance Plans. It is agreed that the Town will grant to employees covered by this Agreement any and all improvements in insurance benefits given to other Town employees. The current pension plan will remain in effect.

The Town contribution for health, dental, optical and life insurances shall be the same for all town employees. Any change in the contribution rate must be negotiated. The employee contribution shall be deducted in equal amounts from each paycheck. The employee shall be entitled to receive either individual or family coverage.

Article 27 *Union Bulletin Board*/Electronic Notices

The Town shall provide space for a bulletin board in each building in which bargaining units members report to work.

Said boards shall be in a conspicuous place, available twenty-four (24) hours each day. Posting shall be restricted to notices pertaining to Union business only.

Supplemental items which require public posting may be sent electronically.

Article 28 *Job Posting and Bidding*

When a job vacancy occurs, or a new position is created, the position shall be posted within ten (10) working days. It shall be internally posted for a period of five (5) working days prior to advertisement. If due to special circumstances, the Town Manager wishes to post internally and externally at the same time, the Town Manager will confer with the Union President first. In no case will the position be advertised externally prior to internal posting. Any current Town employee who desires to bid on such a job shall do so in writing.

The first consideration for filling a position shall be from applicants within the department in which the position exists. If a choice cannot be made from within the department, applicants from other departments shall be considered. In all cases of filling a position, the most qualified, senior applicant, per the job description shall be chosen.

The employee selected for the position shall be placed on a sixty (60) day trial period. This trial period is for both the employee and the Department Head to have a chance to find out if the employee can perform the job duties in a satisfactory manner. If the employee remains in the position beyond the sixty (60) day trial period, the employee will then be considered permanent in that position.

If the decision is made by the employee and/or the Department Head that the employee does not possess the qualifications for that position, then the employee shall be returned to his/her former position and any other employee who has moved to another position as a result of the filling of that position shall be return to his/her former position. The posting and bidding procedure shall then be repeated.

Article 29 *Working in a Higher Classification*

An employee who fills a vacancy of a higher classification will be entitled to the pay scale of the higher classification, and/or pro-rated depending on the percentage of the duties fulfilled, for as long as the employee fills the vacancy in the higher classification. The Town Manager has the right to approve the higher classification. The employee has the right to have Union Representation at this discussion with the Town Manager

Article 30 Safety and Health

Any employee who feels he/she is working under hazardous conditions must report such condition to the Town Manager and their Department Head. The Town Manager or the Department Head will, in a timely fashion, investigate the condition cited by the employee and make a determination. If the Town Manager and the Department Head determine a hazardous condition does exists, the Town Manager and the Department Head will take the necessary steps to correct the condition. In situations where the Town Manager and the Department Head lack the necessary funding to correct the problem, then they will request funding to address the condition.

If the employee is not reasonably satisfied, he/she may, without prejudice, exercise the steps as outlined in the grievance procedure.

Article 31 Educational Benefits

The Town of Athol and the Union recognize that the introduction of technological regulatory and other changes will require the need for employees to develop new skills. To ensure that employees are adequately prepared to retain their current positions to move to a more responsible position, the Town will provide in-house and outreach training programs, in order to provide employees with the latest information pertaining to the performance of their mission. Department Heads will be responsible to see that employees are provided with all State mandated training. The Town Manager will reimburse employees up to $250.00 towards approved trainings that have been approved by the Town Manager per year. The course to be taken must be approved by the Town Manager prior to signing up for said course. In order to receive this reimbursement, employees must produce satisfactory evidence that the course has been completed. Subject to appropriation. For training or conferences mandated or required due to job duties, employees will be compensated for all hours worked, including travel time, and the costs for such events shall be borne by the Town. For optional or recommended trainings/conferences, an employee shall receive compensation for no more than the regular number of hours s/he is ordinarily scheduled for on that day.

Article 32 Wages (Exhibits A & B)

One (1.0%) percent increase effective: July 1, 2015

If any other union gets a higher percentage in the contract year, an equal amount shall be given.

Attachment – Wage scales

Article 33 Longevity

All employees covered under this Agreement shall be eligible to receive a longevity payment (pro-rated for employees working less than thirty-seven (37) hours) yearly in the first pay period of December, in accordance with the following terms:

Five (5) years of continuous service	$580.00
Ten (10) years of continuous service	$630.00
Fifteen (15) years of continuous service	$680.00
Twenty (20) years of continuous service	$730.00
Twenty-five (25) years of continuous service	$780.00
Thirty (30) years of continuous service	$830.00

The above longevity plan shall be paid to an employee entitled to the same on the paycheck the week of Thanksgiving, using the employee's date of hire during the calendar year as the continuous service date (meaning and intending employee hired during the month of December are eligible for longevity pay during their respective continuous service year).

If any other union gets an increase, an equal amount shall be given.

Article 34 Retirement Benefits

At the time of retirement from employment from the Town of Athol, an employee shall be entitled to a payback plan for unused sick leave at the prevailing rate of pay, as follows:

0 - 120 days	25% payback
120 - 300 days	50% payback

Article 35 Reduction in Force

In the event the Town determines to lay off employee(s) in one (1) or more job classifications, then the employees with the least seniority shall be laid off first and the employee with the highest seniority shall be laid off last. An employee laid off will have the opportunity to bump an employee with less seniority in an equivalent or lower classification if qualified. Said employee will then have the opportunity to bump an employee with less seniority in an equivalent or lower classification. Said employee will then have three (3) months to demonstrate the ability to perform the duties of the job. If the employee does not demonstrate the ability to perform the duties of the Job, then he/she shall be laid off subject to the recall provisions. The employee must notify his/her Department Head of his/her intentions to bump, in writing ten (10) working days from the receipt of the layoff.

The Town shall provide the Union with a list of employee(s), including seniority date and present job classification. No employee will be laid off unless he/she received written notice at least thirty (30) days in advance of the layoff date. The Union shall be sent a copy of such notice(s).

The Town shall allow the laid off employee to continue health insurance coverage with the Town as agreed to in this Agreement for a period of two (2) months. The Town shall further allow the laid off employee to continue health insurance coverage for a period of two (2) years at the sole cost to the employee.

Employees who are laid off will be placed on a recall list for a period of three (3) years from the effective date of their respective layoff(s). Employees on a recall list shall be recalled to the positions from which they were laid off in the inverse order of layoff. Employees shall be notified of, and have the first option to any job openings within the Town, provided said employee possesses the necessary qualifications. This will also be done in the inverse order of layoff.

An employee, who is eligible for recall, shall be given a two (2) week notice of recall. Said notice shall be sent to the employee by certified mail, with a copy sent to the Union (SEIU) office. The employee must notify his/her Department Head of his/her intentions within ten (10) days of receipt of notification. The Town shall be deemed to have fulfilled its obligation of notification by mailing the recall notice, by certified mail, return receipt requested, to the latest mailing address provided by the employee. It is the sole responsibility of the employee to provide the Town with his/her latest mailing address. If the employee fails to respond or refuses the offer of recall, the employee shall retain his/her position on the recall list for the duration of the period described in paragraph four (4).

Article 36 Dispatcher Issues

HOURS OF WORK

The work week schedule for the full-time dispatchers shall be Sunday through Thursday. The hours of work for the position of Lead Dispatcher shall normally be 0700 hours to 1500 hours, Monday through Friday. These duty hours and days may be temporarily adjusted, swapped, or changed upon mutual agreement between the Lead Dispatcher and office of Chief of Police.

One dispatcher shall be assigned as a vacation relief dispatcher as described in the job description. The Vacation Relief Dispatcher shall remain on a Sunday through Thursday schedule and shall normally be assigned to work 0700 hours to 1500 hours on Sunday and Monday of each week. The Vacation Relief Dispatcher shall normally be assigned to work from 1100 hours to 1900 hours on Tuesday through Thursday.

However, as the Vacation Relief Dispatcher, the hours are subject to change based upon the need to be reassigned to cover for another dispatch vacancy. Should that need arise, the Vacation Relief Dispatcher shall be reassigned to cover the vacancy. The open first watch vacancy created by the movement of the Vacation Relief Dispatcher shall be filled in accordance with the normal procedure for filling vacancies as outlined by this Contract as well as any department rules and regulations in place at the time.

The Vacation Relief Dispatcher shall fill in and/or change their schedule to cover Vacation, Sick, Holiday, Personal and training days of other full time dispatchers

provided the dispatcher requesting time off has requested the time off at least 48-hour in advance unless mutually agreed to by the vacation relief dispatcher.

The Vacation Relief Dispatcher shall fill in and/or change their schedule to cover ATO of other full time dispatchers provided the dispatcher requesting ATO time off has requested at least two weeks in advance, unless mutually agreed to by the Vacation Relief Dispatcher. Coverage will be sought if the request for ATO is less than two weeks. If the request is less than two weeks, the dispatcher will not be denied their request for ATO unless the shift is not filled.

The Vacation Relief Dispatcher will only be required to swap his/her shift for a minimum of eight hours.

Any open position created by the movement of the Vacation Relief Dispatcher shall not be considered "vacant" if the Lead Dispatcher is on duty and available to perform dispatch duties for part or all of the shift, that part of the shift shall be considered "vacant" and shall be filled with the aforementioned protocol.

Movement of the Vacation Relief Dispatcher on Sundays may require the filling of the full open vacancy. Movement of the Vacation Relief Dispatcher on other days may only require the filling of the duties of the half of the dispatch vacancy, allowing the Lead Dispatcher to perform dispatch duties on the other half of the shift.

OVERTIME

1. Part time dispatchers will be offered first opportunity to fill vacant shifts or any part thereof, before it is offered to full time dispatchers. If no part time employee is available, then overtime will be offered to full time dispatchers.

2. Overtime will be assigned by rotation system in order to equalize overtime opportunity.
3. Seniority will determine the order of the rotation list. . The Lead Dispatcher shall remain on the active rotation list for dispatch overtime and in the same manner as all other dispatchers.

4. In a case where no one is available, and an emergency situation has been deemed by the Chief or his/her designee a dispatcher who is on duty can be ordered to stay for one-half (1/2) of a shift, four (4) hours. The next scheduled dispatcher can be ordered to report to duty four (4) hours early to finish the last half of the unstaffed shift.

5. All full time dispatchers shall receive overtime pay for all hours over eight (8) in any one day or over forty (40) hours in one week, at a rate of time and one-half (1-1/2).

6. A dispatcher who is called to work for an unscheduled shift, or is required to appear in court pursuant to his/her job duties, shall receive a minimum of four (4) hours overtime pay, at a rate of time and one-half (1 ½).

7. Full-time dispatchers may accumulate and maintain no more than sixty-four (64) hours of compensatory time off (ATO) at any one time within dispatcher's department account. Any time over sixty-four (64) hours accumulated will be paid out at the appropriate rate.

8. Dispatchers may take off no more than twenty-four (24) hours of compensatory time off (ATO) in any month.

9. Dispatchers shall make requests for compensatory time off (ATO) a minimum of twenty-four (24) hours in advance.

10. If a dispatcher requests five (5) or more consecutive days off (ATO, vacation, sick, personal, and/or holiday) the request will be submitted a minimum of three (3) weeks in advance.

SHIFT ASSIGNMENT

Shift assignment will be done on a yearly basis, May 1st to April 30th. This will be done by bidding process and based on seniority. If a vacancy occurs, a thirty (30) day notice will apply subject to seniority.

In an emergency, the Chief or his/her designee may re-assign schedule of dispatcher without a thirty (30) day notice, otherwise a thirty (30) day notice will apply.

SHIFT DIFFERENTIAL

Effective upon execution of this Agreement, all dispatchers working 3:00 p.m. to 11:00 p.m. shall receive a fifty ($.50) cent per hour shift differential and all dispatchers working 11:00 p.m. to 7:00 a.m. shall receive a seventy-five ($.75) cent per hour shift differential.

STIPEND

Dispatchers shall be paid a stipend in lieu of regularly scheduled lunch breaks and rest breaks in the amount of $500. Said stipend will be paid the second week of July each year. Must be a full time employee for a minimum of one (1) year to receive this stipend. New hires will receive this stipend on their one (1) year anniversary.

VACATIONS

Each Dispatcher will be granted a vacation block of up to two weeks per year. When a dispatcher is taking a Block Vacation and a holiday falls within the required block time, that holiday will be considered a holiday off and no vacation day will be used on that day. This day will be included in the Blocked time requested.

HOLIDAYS

If a holiday is observed on an employee's day off, the employee will be paid Holiday Pay or be given a floating day off to be used within one month.

If an employee calls in sick on a holiday that they are scheduled to work, the employee shall be charged with a sick/personal/vacation/ato. If an employee does not have any time accrued, then the employee shall not be compensated for the holiday. No employee shall receive double compensation.

Article 37 Job Descriptions, Grades, and Steps

The Town Manager, Department Head and Board designee, if applicable, and two union representatives shall meet in the Fall of each year to review and update job descriptions and grade changes, if applicable, to be funded in the next fiscal year. The Union and the Town Manager will establish criteria for updating job descriptions and grade changes prior to review.

Article 38 Discipline

No employee shall be discharged, demoted, suspended, or disciplined in any way except for just cause. The Town and the Union agree that progressive discipline should apply in all cases of discipline, based on severity of incident.

Progressive discipline will include the following:

- Verbal warning
- Written reprimand
- Suspension without pay
- Termination

If an employee is to be disciplined the employee may have union representation present. The Employer will notify an employee of when a meeting may result in discipline so s/he can secure Union representation.

Upon issuing discipline to an employee, the Employer shall notify the Union via mail within five (5) business days.

An employee shall have the right, upon his/her request, to review the contents of his/her personnel file and have attached in the file any response s/he feels is appropriate to any material. No material shall be placed in an employee's file until s/he has had an opportunity to review the material. Upon such review, the employee will acknowledge receipt by signing the agreement with the material. The employee will receive a copy upon signing the document. Any documentation of a verbal warning shall be expunged from the employee's personnel file after eighteen (18) months if within that time the employee has received no other warnings.

If a supervisor has reason to orally reprimand an employee, he/she shall do so in a manner that will not unduly embarrass the employee before the public or fellow worker. Nor will the employee unduly embarrass a supervisor.

Article 39 Severability

If any article or section of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be retained by such tribunal, the remainder of this Agreement shall not be effected thereby.

Article 40 Terms of Agreement

This Agreement shall be effective as of July 1, 2015 and shall remain in full force and effect until June 30, 2016. This Agreement shall remain in effect from year to year unless either party notifies the other party prior to November 1, 2015, or any November 1 thereafter, of its desire to terminate or modify this Agreement. Such notification shall be by certified United States mail to the Town Manager of the Town of Athol.

In Witness Whereof, the parties have executed this Agreement this ___ day of July, 2015.

Town of Athol
By: Board of Selectmen

SEIU Local 888

Diana L. Cooley