

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF ACTON

AND

TEAMSTERS LOCAL UNION NO. 25

JULY 1, 2021

TO

JUNE 30, 2024

ARTICLE I – PREAMBLE

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

ARTICLE II – WITNESSETH

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

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

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

ARTICLE III – RECOGNITION

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

The Town of Acton and Teamsters Local Union No. 25 agree if the Town creates the position of Lead Dispatcher(s), the parties will negotiate the salary, hours of work and terms and conditions of employment.

ARTICLE IV – MANAGEMENT RIGHTS

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

decision, upon proper request by the union, will be negotiated with the Union; to establish or change any form of employee benefits in excess or in addition to those provided by this Agreement provided that the Employer furnishes reasonable and adequate notice to the Union to discuss such improvements or additional benefits; the right to select, hire, evaluate, transfer, and promote employees consistent with this Agreement; the right to discharge or otherwise discipline employees for just cause, the right to promulgate and enforce rules relating to policies, operations, and safety measures. The failure by the Employer to exercise any of its rights shall not be construed as a waiver of those rights.

ARTICLE V – STABILITY OF AGREEMENT

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

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

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

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

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

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

ARTICLE VI – NO STRIKE OR LOCK-OUT CLAUSE

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

to perform, in whole or in part, duties of employment, however established and the withholding of overtime services.

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

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

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

ARTICLE VII – ACCESS TO PREMISES

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

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

ARTICLE VIII – PROBATIONARY PERIOD

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

ARTICLE IX – DISCIPLINE AND DISCHARGE

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

ARTICLE X – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - Grievance Procedure

A "grievance" shall mean a complaint (1) that there has been, as to a party to this agreement or member of the bargaining unit, a violation or misinterpretation of any of the provisions of this agreement. As used in this Article, reference to a single employee shall include also a group of employees having the same grievance.

Prior to the official filing of a grievance, the grievant(s) will make every effort to resolve the matter in a discussion with the Supervisors and the Union representative. If this fails

and the grievant(s) and Union elect to pursue the grievance, the following steps shall be followed:

Step 1 – Lieutenant and/or Deputy Chief

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

Step 2 - Police Chief and Fire Chief

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

Step 3 - Town Manager

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

Section 2 - Town Grievance

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

Section 3 - Arbitration

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

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

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

ARTICLE XI – UNION SECURITY

(a) Union Dues

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

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

(b) Stewards

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

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

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

The Town recognizes these limitations upon the authority of Union stewards and their alternates and, in doing so, has the authority to impose proper discipline, including discharge in the event the shop steward has taken unauthorized action in violation of this Agreement. The Union reserves the right to remove the designation of Shop Steward at any time for the good of the Union.

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

ARTICLE XII – BULLETIN BOARDS

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

ARTICLE XIII – WORK SCHEDULE AND OVERTIME

Section 1 - Hours

The hours of work shall be:

7 A.M. TO 3 P.M.
3 P.M. to 11 P.M.
11 P.M. to 7 A.M.

Section 2 - Work Schedule

Full time employees shall work a five (5) and two (2) work schedule.

Section 3 - Shifts Assignments

- (a) Shift assignments will be made annually. Dispatchers shall have the right to indicate their preference of shift by bid, based on their seniority. The assignments shall be effective on a date to be determined by the Police Chief, Fire Chief or their designees. Final judgment as to shift assignment is reserved to the discretion of the Police Chief, Fire Chief or their designees.
- (b) In addition, the Chiefs or their designees have authority to make reassignments at any time when necessary to meet the operational needs of the department.
- (c) The exercise of discretion in paragraphs (a) or (b) above, shall not be arbitrary or capricious.

Section 4 - Swaps

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

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

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

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

Section 5. Overtime

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

Section 6 Vacant Shifts

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

Initially one overtime list shall be created beginning with the names of the full time dispatchers ranked according to seniority followed by part time dispatchers ranked according to seniority; this list shall reset quarterly in January, April, July, and October. All overtime shifts shall be offered to eligible dispatchers in order of where their name appears on the overtime list. This list is based on the amount of overtime hours worked, with employees who have worked the least number of hours being offered the overtime first. When a shift becomes available, the individual first on the list shall be given the opportunity to work the shift. If two dispatchers have the same number of hours, the senior dispatcher shall be listed first. If the shift is refused or the dispatcher does not answer the phone, the dispatcher will not be charged any hours and the opportunity will be given to the next eligible dispatcher on the list. This process shall continue until the shift is filled. Once a dispatcher accepts the shift, he/she is responsible for the shift. If the dispatcher is no longer able to work the accepted shift, approval must be obtained from a Supervisor to recall the list. The list shall be recalled and the next dispatcher accepting the shift will be charged overtime hours. The dispatcher giving up the shift will keep the overtime hours charged for the shift. If no one accepts the shift after the list has been recalled the dispatcher giving up the shift must work the shift. All accepted overtime or order-in hours will be charged to the dispatcher.

Dispatchers on a posted day off or on a swap will be called if the second dispatcher on that shift requests time off. That dispatcher will be called last and will only be charged the hours if he/she accepts the shift.

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

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

The Dispatch Supervisor shall not be eligible to fill vacant dispatcher shifts or be eligible to be forced in to fill vacant shifts.

The Dispatch Supervisor may dispatch calls under circumstances in which an emergency exists or to fill in for a dispatcher while awaiting the arrival of dispatcher to assume the duties of dispatching.

ARTICLE XIV – COMPENSATION

Section 1 - Base Salary

During the term of this Agreement the Dispatchers shall be compensated according to the salary schedules in either Appendix A or B. The salaries shall be increased as follows:

Cost of Living Adjustment of 2% effective July 1, 2021 on the wage scale in Appendix A.

Effective July 1, 2022 there will be a new seven (7) step wage schedule in Appendix B.

Dispatchers will move through the first six (6) steps annually on July 1st.

Dispatchers will be eligible for Step 7 of the wage schedule in their tenth year of employment.

The differential between steps in Appendix B shall be 2.5%.

Effective July 1, 2023 there will be a Cost of Living Adjustment of 2% on the wage schedule in Appendix B.

Annually all employees will move to their next step on July 1st beginning July 1, 2022.

Annual step increases are subject to a satisfactory performance evaluation.

Section 2 - Special Assignment Pay

LEAPS Representative	\$600.00
NIBRS	\$600.00

Effective July 1, 2019 the training stipend shall be \$2.00 per hour.

If a dispatcher is assigned to train a dispatcher during a shift, he/she shall receive a \$2.00 per hour training stipend per hour of training.

Section 3 - Pay Frequency

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

Section 4 Shift Differential

Dispatchers, who work the 3 P.M. to 11 P.M. shift and 11 P.M. to 7 A.M. shift shall receive a shift differential of \$2.00 as of July 1, 2021 added to the straight time rate or the overtime rate.

Section 5 Uniforms

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

Section 6 Longevity

Longevity payments shall be paid to the dispatchers according to the following schedule effective July 1, 2021:

\$900	5 years of service
\$1200	10 years of service
\$1500	15 years of service
\$1800	20 years of service
\$2100	25 years of service
\$2400	30 years of service

Longevity will be paid once a year in January.

Section 7 Educational Reimbursement

A dispatcher shall be eligible for a two (\$200) dollar reimbursement for courses related to employment.

ARTICLE XV – HEALTH INSURANCE

Permanent full-time employees and permanent part-time employees, whose regular work week is 20 hours or more, are eligible for health insurance. All employees who subscribe to an indemnity plan or PPO shall contribute 50% of the cost of the premium. Employees who subscribe to an HMO shall contribute 25% of the cost of the monthly premium. Health insurance premiums shall be deducted from the employee's paycheck on a pre-tax basis.

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

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

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

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

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

ARTICLE XVI- SENIORITY

Section 1 Seniority

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

Section 2 - Seniority List

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

ARTICLE XVII – LEAVES PAID AND UNPAID

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

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

Leave

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

- 1. Sick Leave

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

Section 1 - Sick Leave

- 1.) All permanent full-time employees shall be credited with one and one-quarter (1¼) days of sick leave upon the completion of each full calendar month of service. Sick leave credited to the employee but not

used will accumulate up to a maximum of one hundred-forty (140) days (1120 hours).

2.) All permanent part-time employees working a schedule of at least twenty (20) but less than forty (40) hours per week will accrue and accumulate sick leave on a pro-rated basis. For example, a twenty-(20) hour per week employee accrues sick leave at the rate of 0.625 days per month and may accumulate up to a maximum of five hundred and sixty (560 hours).

3.) Sick leave may only be used for illness or injury to the employee and only while in the employment of the Town. No sick leave may be considered as a basis for payment upon termination of employment. Up to forty (40) hours per fiscal year may be used for illness or injury of an immediate family member. An immediate family member is: parent, step-parent, sibling step-sibling, child, step-child, spouse, grandparent, step-grandparent, grandchild or step-grandchild.

4.) In order to be eligible to be granted sick leave, the employee must notify their Dispatch Supervisor and if not available the OIC (Officer in Charge) of his/her sickness or injury, time expected to be incapacitated and expected date of return to work. Notification to the immediate supervisor shall be as early as possible before the regular starting time of his/her work day on the first day of absence.

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

6.) The Lieutenant and/or Deputy Fire Chief is expected to check on such absences and to request that the employee obtain a doctor's certification if, in his/her judgment, the situation demands such certification. The Town Manager may require a medical examination of any employee who reports his/her inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Town Manager.

Section 2 - Vacation

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

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

<u>Year of Continuous Service</u>	<u>Rate of Accrual</u>	<u>Annualized Rate in Hrs.</u>	<u>Annualized Rate in Days</u>
Date of Hire thru 5 years	.0385 hrs. per scheduled hour	80.00 hrs.	10
6 thru 10 yrs.	.0578 hrs. per scheduled hour	120.00 hrs.	15
Over 10 yrs.	.0770 hrs. per scheduled hour	160.00 hrs.	20
Over 20 years	.0962 hrs. per scheduled hour	200.00 hrs	25

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

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

<u>Years of Service</u>	<u>Max. Accumulation (Hours)</u>	<u>Days</u>
Date of hire thru 5 years	120 hrs	15
6 Years thru 10 years	180 hrs.	22.5
11 years thru 20 years	240 hrs.	30
Over 20 years	300 hrs.	37.5

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

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

e. Service and Appointment Requirements - A permanent full-time or part-time employee who works twenty (20) hours or more per week may accrue

vacation leave from the date of appointment but may not use vacation leave until after successful completion of the employee probationary period.

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

g. Death of Employee Eligible for Vacation - Upon the death of an employee who is eligible for a vacation under the provisions of this section, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance earned in the vacation year prior to the employee's death, but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned by not used in the vacation year during which the employee died, up to the time of his/her separation from the payroll.

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

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

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

Section 3 - Holidays

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

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

b. Compensation -

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

- 2.) When a holiday falls on the employee's regularly scheduled work day and the employee is required to work, he/she shall be granted another day off.
- c. Compensation Conditions - In order to be eligible to receive holiday pay, the employee must have been in pay status on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday, unless absent with the prior permission of his/her supervisor.

Section 4 - Personal Leave

- a. Purpose - The purpose of personal leave is to allow employees sufficient time to take care of impending unusual and unforeseen personal business. Personal leave is paid leave.
- b. Procedure -
 - 1.) A department head may authorize excused absences with pay up to a maximum equivalent of three (3) working days during a fiscal year to permanent and probationary full-time and permanent and probationary part-time employees who work at least 20 hours a week. Part-time employees will receive partial time off according to their normal schedule.
 - 2.) Absence for primarily unforeseen and unusual personal reasons refers to any excused short-term absence not specifically covered by such policies as Jury Duty, Funeral Leave, etc. In other words, it includes absences for matters the employee has a reasonable obligation to attend to. Examples re legal matters, doctor's appointments, family emergencies, religious holidays that requires absence during normal working hours, etc.
 - 3.) An employee who desires to take time off for personal business shall explain the necessity for such absence to his/her department head or their designee at least one day in advance whenever possible. The department head must be sensitive to the employee's privacy in determining how much information is needed to grant the day. The department head is responsible for determining the urgency and validity of the request and when the absence appears justified may authorize it.
 - 4.) Such leave shall be taken at a time mutually agreed upon by the employee and the department head or their designee.
 - 5.) The employee's pay for a day of personal leave shall be pay for a normal work day at his/her regular day rate of compensation.

Section 5 - Leave of Absence

- a. Purpose - The purpose of a leave of absence is to allow employees sufficient time to take care of impending personal business. Leave of absence is without pay.
- b. Procedure -
 - 1.) A general leave of absence may be granted to an employee, who is regularly scheduled to work twenty (20) hours per week or more, for up to one (1) year.
 - 2.) An employee, requesting general leave of absence, must submit to his/her department head the request stating the reason and exact duration of the leave.
 - 3.) All such leaves shall be granted at the discretion and approval of the department head and, ultimately, the Town Manager.
 - 4.) During a general leave of absence, no fringe benefits will accrue or be granted. Employees on leave will be allowed to maintain health and life insurance coverage, provided the employee pays the entire cost of these benefits.
 - 5.) Employees on leave of absence shall not be actively employed by another employer or self-employed.
 - 6.) The employee must return to work at the termination of the leave of absence. If the employee does not return without reasonable explanation, he/she will be considered to have resigned voluntarily.
 - 7.) The employee will retain the employee status and benefits he/she enjoyed prior to going on leave after return to work.

Section 6 - Bereavement Leave

- a. Purpose - The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by the death of an immediate member of his/her family and to relieve the employee of the concern over loss of earnings on the regularly scheduled work days immediately following the death,
- b. Procedures -
 - 1.) Payment will be made for lost time up to three (3) days because of the death of a parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.

- 2.) Individual consideration may be given by the Town Manager for longer absences, or for absences because of the death of any relative for whose care and support the individual is primarily responsible.
- 3.) If a holiday occurs during the bereavement leave, the leave is not in effect. The employee is given holiday pay, if eligible. The bereavement leave is not extended an extra day after the burial due to the holiday.
- 4.) The Town Manager may limit such leave to less than three (3) days or refuse to grant any such leave if such employee does not intend to attend the last rites of such deceased relative and/or cannot demonstrate need for as many as three (3) days' leave.

Section 7 - Military Leave

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

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

Section 8 - Jury Duty

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

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

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

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

Section 10 Small Necessities Leave Act

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

Section 11 Union Leave

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

ARTICLE XVIII MISCELLANEOUS

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

Evaluation: The Dispatch Supervisor shall annually evaluate the dispatchers.

The parties agree that by entering into this agreement it was not the intent of the parties to modify the authority of the Dispatch Supervisor, the operation, manner or function of the Dispatch Supervisor unless specifically modified by the terms of this Agreement.

The Dispatch Supervisor shall have two (2) work stations. One station is located in the Dispatch Center and the other work station is located outside the dispatch center

The Town will adjust the bi-weekly payroll cycle so the paycheck of the employees are calculated on two (2) complete workweeks. The Town will provide the Union and employees with sixty (60) day notice of the change.

All members of the bargaining unit shall enroll in direct deposit in accordance with the procedures outlined by the Human Resources Department. When the Town implements electronic pay stubs, all members of the bargaining unit shall enroll in the electronic pay stub program with ninety (90) days of notice in accordance with procedures outlined by the Human Resources Department.

Local 25 and the Town of Acton agree to cooperate between themselves and with the Town of Concord concerning the start-up of the Acton Concord Regional Emergency Communications Center.

ARTICLE XIX LAYOFF AND RECALL

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

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

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

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

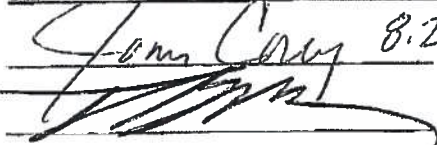
There shall be no obligation to offer re-employment to any employee who has been laid off more than eighteen (18) months.

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

ARTICLE XX DURATION

This Agreement shall become effective as of July 1, 2021 and shall continue in effect through June 30, 2024. Either party wishing to terminate, amend or modify this Agreement must notify the other in writing no more than one hundred eighty (180) days prior to the expiration date of the contract, nor less than ninety (90) days prior to the expiration date of the contract. Within twenty-one (21) days of receipt of such notice by either party, a conference shall be held to consider amendments, modification or termination.

TEAMSTERS LOCAL UNION NO. 25

 8.25.22

TOWN OF ACTON


John S. Mangiarotti
Town Manager

9/1/22

APPENDIX A
SALARY SCHEDULE

JULY 1, 2021- JUNE 30, 2022

05/23/2022 12:02
9590jncr

TOWN OF ACTON
SALARY TABLES



P 1
Pagestep

EFF. DATE 07/01/2021 GROUP/BU 09 DISPATCHER D1
GRADE/RANK
FY22 DISPATCHER D1
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	USE PCT
00	0.0000	0.0000	0.0000	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	260.00 N
01	0.0000	22.5023	180.0180							
02	0.0000	23.0431	184.3450							
03	0.0000	23.6290	189.0320							
04	0.0000	24.2154	193.7230							
05	0.0000	24.8245	198.5960							
06	0.0000	25.4554	203.6430							
07	0.0000	26.1097	208.8780							
08	0.0000	26.7833	214.1060							
09	0.0000	27.4172	219.3380							
10	0.0000	28.0484	224.3870							
ANNUAL SALARY										
0.00										
46,804.68										
47,929.70										
49,148.32										
50,367.98										
51,634.96										
52,947.18										
54,308.28										
55,667.56										
57,027.88										
58,340.62										

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

4/22/20
10/2/20
10/18/20

APPENDIX B
SALARY SCHEDULE

JULY 1, 2022- JUNE 30, 2024



TOWNS OF ACTON SALARY TABLES													
												P	1
												Integrated	
EFF. DATE	GROUP/EO	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT	
07/01/2023	09 DISPATCHER D1		FY24 DISPATCHER D1	H HOURLY	B BIWEEKLY	02	26.0000	.00	80.00	10.00	2080.00	260.00	
Change was made by 2.00004													
No Dollar amount used.													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	.0000	0.0000	0.00	0.00								
01	0.0000	26.1375	209.1000	2,091.00	54,366.00								
02	0.0000	26.7909	214.3270	2,143.27	55,725.02								
03	0.0000	27.4606	219.6850	2,196.85	57,118.10								
04	0.0000	28.1472	225.1780	2,251.78	58,546.28								
05	0.0000	28.8509	230.8070	2,308.07	60,009.82								
06	0.0000	29.5721	236.5770	2,365.77	61,510.02								
07	0.0000	30.3114	242.4910	2,424.91	63,047.66								

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

9/8/22
6/16/22