

AGREEMENT

BY AND BETWEEN

TOWN OF WEYMOUTH, MA.

AND THE



NEW ENGLAND

POLICE BENEVOLENT ASSOCIATION

LOCAL 107

TELECOMMUNICATORS

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July 1, 2021 through June 30, 2024

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Preamble

The following contract, effective as of July 1, 2021, by and between, respectively the Town of Weymouth, hereinafter referred to as the "the Town" and the New England Police Benevolent Association, Inc., hereinafter referred to as "the Union or New England PBA," is designed to maintain and promote a harmonious relationship between the Town of Weymouth and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

Article I Recognition and Bargaining Unit

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the following bargaining unit: All full-time Weymouth Telecommunicators.

The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement for their participation on the Bargaining Committee for the Union or for other union activities.

Whenever masculine gender is used in this Agreement, the same shall refer to feminine as the case may be.

Article II Payroll Deductions of Dues

Employees electing to join the Union shall start paying Union dues beginning with the first day of the month following completion of the employees Probationary Period. The Town agrees to deduct Union dues weekly for each member of the bargaining unit as certified by the Union and as authorized by the bargaining unit members in writing (appendix A), and to remit to the Treasurer of the union within fifteen (15) working days after the dues were deducted. Such remittance shall be accompanied by a list of employees with the amount deducted for each.

It is recognized that the negotiation for and administration of the Agreement entail expenses which appropriately should be shared by all Employees who are beneficiaries of the Agreement. To this end, if an Employee in the bargaining unit does not want to be a member of the Union, he/she must sign a statement to that effect (Appendix A). The Employee shall also acknowledge and agree that if representation by the Union is requested by the Employee, the Employee will be required to pay the union all expenses to the extent permissible by applicable law, prior to any representational duties taking place.

Article III

Seniority

(A) Seniority with the Weymouth Police Department shall commence from the date of hiring as a permanent full-time Telecommunicator. Such seniority among employees hired on the same date will be determined by the order of their hiring. If any employee resigns voluntarily, retires, or is discharged for cause, he/she shall lose seniority. If such employee is re-employed in the bargaining unit, his/her seniority date shall be that of his or her re-employment.

(B) Seniority shall not be broken by vacation time, sick leave, injury time, temporary layoff, suspension, or call to military service. However, seniority shall not accrue during suspension of more than five (5) days or during unpaid leaves of absence of more than thirty (30) days.

(C) In the event of reduction in force, layoff, shall be in inverse ordering of hiring and any recall to work shall be by seniority.

Article IV

Bereavement

In the event of death occurring in the immediate family of an employee, he or she will be granted a bereavement leave without loss of pay for four (4) regular work days, commencing either on the day of death or on the first regular work day immediately following the death. For the purpose of this section, the immediate family shall be the employee's spouse, parents, parents-in-law, brother, sister, brother/sister-in-law, children, grandparents, grandchildren, and any other relative living within the employee's home.

In such cases where funeral arrangements are delayed or out of state, the Chief of Police may, in his discretion, it appears reasonable to provide that such leave is necessary for an employee's attendance at the funeral, provide a maximum of three (3) additional bereavement days.

An employee will be allowed time off with pay to attend a funeral or wake of his / her aunt, uncle, niece, and nephew provided that the employee is scheduled to work on the day of the funeral or wake.

Article V
Leaves of Absence

- (1) Military leave shall be granted in accordance with Massachusetts General Laws.
- (2) Jury duty shall be granted in accordance with Massachusetts General Laws.
- (3) Personal Leave: Employees are entitled to up to our (4) days of personal leave to address matters which can only be scheduled during regular working hours. Personal days must be requested at least sixteen (16) hours prior to the shift on which the personal leave is to be taken.
- (4) Emergency Day: Employees are entitled to one (1) emergency day for which prior written notice is not required.

Article VI
Dress
Code

All members will be expected to wear a clean, agreed upon uniform when reporting to duty. Jeans, sneakers (other than black sneakers) and sweat clothes are not allowed.

Effective July 1, 2021, the Town will annual deposit six hundred fifty dollars (\$650.00) at a vendor of the Town's choosing, with consultation with the union, for the purchase of uniform clothing.

Effective July 1, 2022, the Town shall reimburse employees for self-laundry uniforms at an annual amount of \$150. The uniform cleaning allowance will be paid in a separate check in the first month of the fiscal year.

Article VII
Sick Leave Program

(a) Sick leave shall be earned one and one-quarter (1 1/4) days leave for each month of employment up to fifteen (15) days per year. Sick leave use must be authorized by the Chief of Police.

(b) Such leave is to be utilized when an absence is caused by sickness or injury to the employee and up to four accumulated sick days may be used each year for the illness of a family member (parent, spouse or child).

(c) The employee may accumulate the unused portion of his/her sick leave to a maximum of 200 days.

(d) Sick leaves shall accumulate during personal days with pay, and during the time an employee is on authorized sick leave or vacation leave.

(e) The Town of Weymouth Police Department Personnel Office shall maintain a record for each employee of all sick leave used and accumulated and used shall be made available upon request by the employee.

(f) The Chief of Police may require an employee to furnish a doctor's note in order to be paid for sick leave for those employees who have used (5) five or more sick days in a calendar year.

(g) Upon retirement, resignation or death, but not in the event of termination, an employee or his/her estate shall receive 20% of the value of his/her sick leave based upon his/her salary in effect at the time of his/her retirement or death; however, the total amount redeemed shall not exceed \$3,000.

(h) If the amount of sick leave is about to be exhausted, an employee may make an application for an additional allowance. Such application shall be made to the Chief and additional sick leave not to exceed fifteen (15) days may be granted. If sick leave is denied, the employee may make an additional request to the Mayor. Upon returning to work the employee shall return to the Town one (1) day of every two (2) earned until the days advanced are restored to the Town.

(i) Annual sick leave incentive program:

Employees who have been in active employment for not less than twelve (12) months during a fiscal year, that is, not on workers' compensation, on unpaid leave of absence for more than three (3) months or being employed for less than twelve (12) months during a fiscal year, shall be entitled to a sick leave incentive benefit based upon the following formula:

Sick Leave Used	Incentive Payment
0 to less than 1 full shift	\$650.00
1 to 3 shifts	\$400.00
4 to 5 shifts	\$250.00

Payments according to the above shall be made in a lump sum during the month of July following the fiscal year in which the payment was earned. In addition, the payment shall be included in the employee's compensation for the purpose of retirement benefits.

Article VIII Managements' Rights

The Town of Weymouth shall retain all the rights and authority it had prior to the signing of this Agreement, either by law, custom, practice, usage, or precedent to manage and control the operations of the dispatching in the Town of Weymouth and to determine methods and means by which the operations of said dispatching are to be carried on and to direct the members of this bargaining unit and to conduct the operations of the dispatching in any manner which, in its opinion, is in the best interests of the inhabitants of the Town, except as may be specifically modified by this Agreement or any amendment or extension hereof. Further, the Town retains the right to enforce discipline for violation of rules and other misconduct and to suspend or discharge its employees for just cause.

Article IX Holidays

The following days shall be considered holidays:

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

Each employee shall be granted eleven (11) paid holidays regardless of the day of the week on which they fall. Employees will have their holiday pay withheld and paid to them in a lump sum in the first pay period of November.

An employee who because of a rotation of shifts works different days in successive weeks shall be granted an additional day pay for each of the legal holidays listed in the preceding paragraph.

An employee may elect to take a day off in lieu of a day's pay for any legal holiday listed in the first paragraph of this Article. Employees who regularly work the day shift and indeed do work on any of the above holidays shall receive holiday pay equal to time and one-half their regular hourly rate or they may take time off in lieu of the pay for actually working the holiday. Employees regularly scheduled to work on a holiday, the day before or the day after the holiday who do not report to work on a holiday day will not receive the holiday pay for that day unless they can demonstrate that their absence was due to a legitimate reason provided in this Agreement.

Effective July 1, 2015, holiday pay shall be computed on the basis of twenty-five percent (25%) of the employee's regular weekly compensation.

Article X
Union Business Leave

(A) All members covered by this Agreement, not to exceed one (1) per shift, who are members of the Union's Collective Bargaining Agreement shall be allowed time off for local business, negotiation, purpose of processing grievances, conferences with Town Administration, Chief of Department, without loss of pay or benefits, and without the requirements to make up said loss of time provided said time is approved in advance by the Chief of the Department.

(B) One member of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Union for the purpose of presenting grievances when such activity takes place at a time during which such employee is scheduled to be on duty.

(C) Leave of absence without loss of wages, benefits or other privileges may be granted to one elected officer of the Union to attend New England Police Benevolent Association, (N.E.P.B.A.) business meetings. Such leave shall not exceed four (4) days per year and cannot be carried over into the following year. Written notice will be given to the Chief of Police at least one (1) week prior to said meeting.

(D) Every four (4) years a leave of absence without loss of wages, benefits or other privileges may be granted to one (1) elected officer of the Union to attend the New England Police Benevolent Association, (N.E.P.B.A.) National Convention, such leave shall not exceed three (3) days. Written notice will be given to the Chief of Police at least one (1) month before said convention.

Article XI
Rest Period

Each employee, during an eight (8) hour shift, will be granted one (1) thirty (30) minute break and one (1) ten-minute break each shift. At the discretion of the watch commander, employees may leave the building during their break.

Article XII

LEAPS Representative

The Telecommunicator who is appointed as the LEAPS Representative for a three (3) years period will be paid a stipend of one thousand five hundred (\$1,500.00) dollars per years which shall be included in the employee's hourly rate of pay. The representative shall attend the state meetings and be paid at the rate of time and one -half for such meetings or be granted the time off without being charged if scheduled to work.

The Telecommunicator who is appointed as the Back-up LEAPS Representative for a three (3) years period will be paid a stipend of one five hundred (\$500.00) dollars per years which shall be included in the employee's hourly rate of pay. The representative shall attend the state meetings and be paid at the rate of time and one -half for such meetings or be granted the time off without being charged if scheduled to work.

During the three (3) year appointment, the representative may be removed from the appointment for cause.

In the event that the LEAPS Representative position becomes vacant, as determined by the Town, said position will be posted.

In the event than no one in the bargaining unit accepts an appointment to serve as the representative, the Town may fill the position with a non-bargaining unit member.

Article XIII

Training

The Town may provide annual training which it determines to be necessary for all employees covered by this Agreement. In the event that the training is not scheduled during an employee's regular shift, he/she shall be compensated at the overtime rate of pay.

Whenever an employee is required to assist in the orientation of a new employee to the Weymouth Police Department Telecommunications area, said employee shall be compensated at the rate of time and one half for one (1) shift. All new employees must complete at least five (5) consecutive days of training, at least three (3) of which must be one on one with a training dispatcher not on their regular assigned shift, before being assigned their own shift. Such training requirements may be waived if management is unable to hire a training dispatcher.

Article XIV

Vacation

Vacation shall be granted on a seniority basis within shift. There will be allowance for an employee to split vacation if he/she so desires, and he/she will not be required to take successive weeks of vacation. Any employee may take one (1) week summer vacation if he/she so desires and he/she will not be required to take successive weeks of vacation.

Requests for vacations must be made at least two (2) hours in advance. Any employee shall be entitled to take his vacation in part by taking individual days off. Request for vacations may be denied if there isn't adequate coverage.

No more than (1) employee per shift may be on vacation at one time unless the employee is able to secure a replacement. Whenever an employee swaps a shift with another employee, he/she must work the shift for which he/she swapped.

Vacations will be based on the employee's full-time employment in the Town from the anniversary date of his initial employment. A weeks' vacation shall consist of six (6) workdays. All vacation is granted with full pay.

<i>CONTINUOUS</i>	<i>VACATION TIME</i>
After six (6) months	1 week
After one (1) year	2 weeks
After five (5) years	3 weeks
After ten (10) years	4 weeks
After twenty (20) years	5 weeks

One (1) week of vacation may be carried over from one fiscal year to the next and that said week will not be available for buyback upon resignation or retirement.

Upon the death, retirement or resignation of the employee who is entitled to vacation under this article shall be paid to him/her or his/her estate for the vacation not used at the time of separation.

Vacation under this article shall be taken from July 1 to June 30.

Those employees with four (4) or five (5) weeks of vacation must take one (1) week of vacation between January 1st and April 30th or one (1) week of vacation between September 15th and December 31st. Single day vacations may be used to satisfy this requirement.

An Employee who is on an approved vacation week (4 consecutive work days) shall not be eligible to be ordered into work, except for an emergency, during that vacation period. Employees shall be ineligible to work overtime during their vacation weeks.

This Agreement may be amended at any time by mutual agreement.

Article XV Work Week

Tour of duty shall be established on the basis of a four (4) day on and two (2) day off schedule.

Effective July 1, 2021, all employees working the Night Shift shall receive a nine percent (9%) differential.

Effective July 1, 2021, all employees working the Midnight Shift shall receive a ten percent (10%) differential.

The Hours of Work shall be in three shifts:

Midnight Shift:	12:00a.m. to 8:00a.m.
Day Shift:	8:00a.m. to 4:00p.m.
Night Shift:	4:00p.m. to 12:00a.m.

The Chief shall retain the authority to change the start and end times of the shifts as he determines to be in the best interests of the department.

Whenever an employee is held over more than five (5) minutes beyond the end of his/her shift, the time shall be rounded to the next half hour for determining compensation.

Whenever an employee swaps a shift with another employee, he/she must work the shift for which he/she swapped.

Effective July 1, 2015, whenever a patrolman or a per diem is assigned to work with a dispatcher covered by this agreement, the dispatcher shall receive an additional three (3%) percent for that shift or part of a shift.

In no event shall an employee be required to work more than a double shift.

Article XVI Shift Bid

The Town shall post a shift bid for all dispatchers twice a year within the month of December and June. The shift bid shall be posted for a minimum of fourteen (14) days. If a shift change takes place, whoever changes shifts will be granted a minimum of sixty-four (64) hours off before starting the new shift. The shift bid will be based on full-time employment with the Weymouth Police Department. If shifts are changed, changes will take place on the 3rd Monday of January and July.

Article XVII

Overtime

The following provisions shall govern the fair and equitable assignment of overtime and extra work:

Open shifts shall be determined by the Chief of Police or his/her designee and will be offered to bargaining unit members first. An exception will be made when the vacancy exists due to a bargaining unit member being on vacation or compensatory time off, in which case the vacancy shall be filled at the discretion of the Chief of Police or his/her designee, provided that if an employee not in this bargaining unit is hired it will not be overtime for that employee unless there is no other way to cover the vacancy. If the open shift is to be filled by a full-time telecommunicator on an overtime basis, the following procedure will be followed:

1. A daily list of all employees will be established. It will at first list all members by seniority. The most senior employee first with the most junior last. The list will begin July 1 of each fiscal year. All overtime hours worked or personally refused by the employee shall be complied by the Personnel Officer of the Department and made available to all employees.
2. An employee who is on vacation or a lieu of a holiday may make himself available for overtime by written request to the Personnel Office. Otherwise, they will be considered unavailable for overtime work until they return to duty.
3. Effective July 1, 2019 Any employee who is ordered/forced into work, on a non-holiday, shall be compensated at the rate of time and one-half for all hours worked.

ASSIGNMENT OF OVERTIME SHIFTS

An overtime list shall be established listing the most senior employee first to the most junior employee. Once an employee works either four (4) or eight (8) hours of overtime, that employee will be placed at the bottom of the overtime list. If a new employee is added, that employee shall start at the bottom of the list. This list will not reset in the fiscal year.

COMPENSATION OF OVERTIME

Overtime compensation at the rate of time and one half for all hours worked over forty (40) hours actually worked in a work week. Approved personal days, vacation days and in lieu of holidays will be considered to be days worked for the purpose of determining overtime and sick days will not be considered to be a day worked.

In the event than an employee agrees to be compensated for overtime in compensatory time off, said compensatory time off will be taken at a mutually agreeable time. In addition, the granting of vacation time will take precedence over the granting of compensatory time off.

Employees may accumulate compensatory time-off to a maximum of thirty-six (36) hours at a time; however, after enough time is used to go below thirty-six (36) hours, compensatory time may be accumulated to the maximum again.

Compensatory time off must be used by the end of the fiscal year in which it is earned, otherwise, the employee will be paid for time not taken.

Article XVIII Court Time

Any employee who attends court after his/her regular shift or on a day off as a witness for the Commonwealth of Massachusetts in a criminal case, or as a witness under subpoena in a civil case arising out of his/her employment as a Weymouth Police Dispatcher, will be paid overtime compensation at the rate of time and one-half for every hour or fraction of an hour which they attend court. In no event shall a dispatcher be paid less than three (3) hours for attending court.

Article XIX No Strike Clause

The Union agrees that the members of the bargaining unit will comply with the provisions of Massachusetts General Laws, Chapter 150E, Section 9A which provides: "It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slow-down or withholding of services by such employees."

Article XX Personnel File

The personnel file shall include copies of any official personnel correspondence between the employer and the employee. The employee shall receive a copy of any adverse material placed in his file and shall have the right to file a statement in response to any such material placed in his personnel file. The employee may submit a written request to review his personnel file during normal business hours and request a copy of said file which shall be available within three (3) business days.

Article XXI

Grievance and Arbitration

Any grievance between the parties which involves the application of this Agreement, the deposition of which is not provided for by the laws of the Commonwealth of Massachusetts, shall be adjusted in accordance with this procedure. The grievance procedure shall be informal and confidential at all times. Time limitations may be waived and or extended by mutual agreement of the parties. An aggrieved employee may have a Union Representative present at and participating in any level of the following procedures if he so requests.

1. The matter shall first be discussed between the aggrieved employee and his immediate superior in an effort to resolve the matter.
2. The grievance must be reduced to writing and presented to the Chief of Police by the earlier of seven (7) days after the first step discussion with the aggrieved employee's immediate superior or fifteen (15) days after the occurrence of the facts giving rise to the grievance or the date as of which the aggrieved employee or the Local had knowledge of or should have known of the occurrence of the facts giving rise to the grievance.
3. If after seven (7) days of the presentation of the grievance to the Chief of Police there has been no satisfactory resolution, the Union on behalf of the employee, shall present the grievance in writing within ten (10) days of the day of receipt of the Chief's response by the President, to the Director of Human Resources for his/her consideration.
4. If after seven (7) days after the presentation of the grievance to the Director of Human Resources there has been no satisfactory resolution, the Union, on behalf of the employee, shall present the grievance in writing within (10) days of the day of receipt of the response of the Director of Human Resources by the President, to the Mayor's office for his/her consideration.
5. If after twenty-one (21) days after the presentation of the grievance to the Mayor's Office, no satisfactory resolution has been made, then the Union, on behalf of the employee, may request arbitration of the dispute in writing within thirty (30) days of the date of the receipt by the President of the Union of a response from the Mayor's office or his/her designee.
6. The arbitrator shall have the authority to settle only a grievance which concerns the interpretation and application of the agreement. Any grievance appealed to an arbitrator over which he/she shall have no power to rule shall be referred back to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify this Agreement.
7. The arbitration shall be in accordance with the labor arbitration rules of the American Arbitration Association. The cost of the arbitration shall be shared equally by the parties.
8. The decision of the arbitration shall be final and binding upon all of the parties.
9. If arbitration is elected by an employee as the method of resolution of any grievance involving suspension, dismissal, removal, or termination, it shall be the exclusive procedure for such resolution, as provided in and by Section 8 of Chapter 150E.

**Article XXII
Health Insurance**

Effective July 1, 2009, and pursuant to the PEC agreement of November 18, 2008, all health insurance coverage will be transferred to the Commonwealth of Massachusetts Group Insurance Commission (GIC). The Town will comply with all of the rules and regulations of the GIC.

**Article XXIII
Probationary Period**

The first six (6) months of employment shall be considered a probationary period. During the probationary period, employees may be disciplined, dismissed or laid off without recourse to the grievance and arbitration process of this Agreement.

**Article XXIV
Wages**

Effective July 1, 2021, the salary schedule is as follows

Telecommunicators	Hourly	Daily	Weekly	Annually
Step 1	\$24.6083	\$196.8661	\$984.33	\$51,185.18
Step 2	\$25.2235	\$201.7877	\$1,008.94	\$52,464.81
Step 3	\$25.8541	\$206.8324	\$1,034.16	\$53,776.43
Step 4	\$26.5004	\$212.0032	\$1,060.02	\$55,120.84
Step 5	\$27.1629	\$217.3033	\$1,086.52	\$56,498.87
Step 6	\$27.8420	\$222.7359	\$1,113.68	\$57,911.34
Step 7	\$28.5380	\$228.3043	\$1,141.52	\$59,359.12
Step 8	\$29.2515	\$234.0119	\$1,170.06	\$60,843.10
Step 9	\$29.9828	\$239.8622	\$1,199.31	\$62,364.18
Step 10	\$30.7323	\$245.8588	\$1,229.29	\$63,923.28

Effective July 1, 2022, the salary schedule is as follows

Telecommunicators	Hourly	Daily	Weekly	Annually
Step 1	\$25.1004	\$200.8034	\$1,004.02	\$52,208.89
Step 2	\$25.7279	\$205.8235	\$1,029.12	\$53,514.11
Step 3	\$26.3711	\$210.9691	\$1,054.85	\$54,851.96
Step 4	\$27.0304	\$216.2433	\$1,081.22	\$56,223.26
Step 5	\$27.7062	\$221.6494	\$1,108.25	\$57,628.85
Step 6	\$28.3988	\$227.1906	\$1,135.95	\$59,069.56
Step 7	\$29.1088	\$232.8704	\$1,164.35	\$60,546.30
Step 8	\$29.8365	\$238.6922	\$1,193.46	\$62,059.96
Step 9	\$30.5824	\$244.6595	\$1,223.30	\$63,611.46
Step 10	\$31.3470	\$250.7759	\$1,253.88	\$65,201.74

Effective July 1, 2023, the salary schedule is as follows

Telecommunicators	Hourly	Daily	Weekly	Annually
Step 1	\$25.6024	\$204.8195	\$1,024.10	\$53,253.06
Step 2	\$26.2425	\$209.9400	\$1,049.70	\$54,584.39
Step 3	\$26.8986	\$215.1885	\$1,075.94	\$55,949.00
Step 4	\$27.5710	\$220.5682	\$1,102.84	\$57,347.72
Step 5	\$28.2603	\$226.0824	\$1,130.41	\$58,781.42
Step 6	\$28.9668	\$231.7344	\$1,158.67	\$60,250.96
Step 7	\$29.6910	\$237.5278	\$1,187.64	\$61,757.23
Step 8	\$30.4333	\$243.4660	\$1,217.33	\$63,301.16
Step 9	\$31.1941	\$249.5527	\$1,247.76	\$64,883.69
Step 10	\$31.9739	\$255.7915	\$1,278.96	\$66,505.78

All employees shall participate in direct deposit.

Unit Members with more than thirty (30) years of consecutive service in the Weymouth Police Department will receive an additional five percent (5%) increase in pay.

**Article XXV
Alcohol and Drug Policy**

It is the policy of the Town of Weymouth that the public has the absolute right to expect that persons employed by the Town will be free from the effects drugs and alcohol. The Town, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purpose of this policy shall be achieved in such a manner as not to violate any established constitutional rights of an employee of the Town.

Prohibitions:

Employees shall be prohibited from:

1. Consuming alcohol at any time during or just prior to the beginning of the work shift or anywhere on any Town premises or job sites, including Town buildings, properties, and vehicles while engaging in Town business.
2. Possessing, using, selling, purchasing or delivering any illegal drugs at any time and at any place outside of the line of duty.

Where the Town has cause to believe that: (a) an on-duty employee is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, the Town shall have the right to require the employee to submit to alcohol or drug testing as set forth in this agreement. The testing will be done while the employee is on duty. The foregoing shall not limit the right of the Town to conduct any testing it may deem appropriate for persons seeking employment as telecommunicators prior to their date of hire.

Order to Submit to Testing:

Within forty-eight (48) hours of the time the employee is ordered to testing as authorized by this Agreement, the Town shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

In conducting the testing authorized by this agreement, the Town shall:

- Use only a clinical laboratory which is certified by the Commonwealth of Massachusetts to perform drug and/or alcohol testing.
- Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. No part of the collection and testing procedures shall be performed by a Town employee.
- Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for laser testing if requested by the employee.
- Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration.
- Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory of the employee's choosing at the Town's own expense; provided the employee notifies the Town within seventy-two (72) hours of receiving the results of the test.
- Require that the laboratory report to the Town that blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the town inconsistent with understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Town will not use such information in any manner or form adverse to the employee's interests.

- Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing alcohol concentration of .06 or more based upon the grams of alcohol per 100 millimeters of blood shall be considered positive.
- Provide each employee tested with a copy of all information and reports received by the Town, upon receipt by the Town, in connection with the testing and the results.

Treatment/Discipline:

- If an employee tests positive for alcohol as defined above, the employee shall receive treatment from a treatment facility chosen and paid for by the Town. The employee shall be disciplined but said discipline shall not include dismissal. The employee will be subject to random alcohol testing for twenty-four (24) months. The employee will be sent random tests while on duty.
- If an employee tests positive for drugs, the employee shall receive treatment from a treatment facility chosen and paid for by the Town. The employee will be disciplined but said discipline shall not include dismissal. The employee will be subject to random drug testing for twenty-four (24) months.
- A second positive test for either alcohol or drugs will result in discipline up to and including dismissal. The employee will have an opportunity to have an additional sample tested by a clinical laboratory of the employee's choosing at the Town's own expense; provided the employee notifies the Town within seventy-two (72) hours of receiving the results of the test.

**Article XXVI
Safety and Health**

The Town agrees to provide safe, clean, and stable surroundings in all places of employment. The Town agrees to comply with all applicable state laws and regulations concerning a safe work environment

Article XXVII Longevity

Effective July 1, 2002, annual longevity payments will be made according to the following:

After ten (10) consecutive years of	\$375
After twenty (20) consecutive years	\$750

Payments will be made at the conclusion of the fiscal year in which the employee reached the anniversary date set forth above.

Effective July 1, 2022, annual longevity payments will \$450 after 10 years of service an additional \$40 for each year of service thereafter.

Payments will be made at the conclusion of the fiscal year in which the employee reached the anniversary date set forth above.

Pro rata longevity payments shall be made to an employee who retires or resigns or to the estate of an employee who dies during the twelve (12) months beginning July 1 and ending June 30. The amount of such payment shall be the proportion of the annual payment determined as of the first or the sixteenth day of the month immediately following the date of retirement, resignation, or death and shall be paid not later than such first or sixteenth day.

Article XXVIII Evaluation

Evaluation procedure which shall utilize the attached procedure.

Article XXIX Emergency Medical Dispatching

1. The Parties agree to a three (3%) percent stipend of step 3 of the salary table for the additional duties of dispatching for the South Shore Medical Services and Emergency Medical Dispatching.
2. The parties agree to have at least 13 full time dispatchers. If that number falls below 13 full time employees for more than sixty (60) days than the current employees shall receive an additional two (2) percent while the numbers of employees are below 13 full time dispatchers. The number remains below for longer one hundred eighty (180) days than the stipend would increase to an additional five (5) percent.
3. Such stipend pay shall be included in base/annual salary in computing sick pay, holiday pay, vacation pay, injured leave pay, overtime, and other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes and shall be part of their weekly compensation.
4. The parties agree to establish a swing shift of two (2) days and two (2) eve shifts. The differential for working the swing shift shall be nine (9%) percent per shift.

Article XXX Miscellaneous

Section 1. Bulletin Board.

Space will be provided within the dispatch center for a Union bulletin of reasonable size, to be supplied by the Union, for the posting of announcements or other materials relating to Union business.

Section 2: Hazardous Duty Pay

Effective July 1, 2023; The Town agrees to pay a hazardous duty premium of two (2%) percent more per hour. Such stipend pay shall be included in base/annual salary in computing sick pay, holiday pay, vacation pay, injured leave pay, overtime, and other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes and shall be part of their weekly compensation.

Section 3. Ordinances, etc.

The Town agrees to make available to employees at the Station copies of Town Ordinances and to pay one half of the cost of providing each employee with a copy of this Agreement within 90 days of ratification by each party.

Section 4. Lockers.

The Town agrees to provide lockers for employees in the employee locker room at the police station.

Section 5. Disciplinary Action.

Whenever the Chief of Police makes an inquiry into the conduct of one of his/her dispatchers, which inquiry places the man/woman's job in jeopardy by virtue of his/her being suspended or discharged, the dispatcher being charged shall have the right to a union representative or other member of the bargaining unit at each inquiry.

Section 6. Personnel file.

The personnel file shall include copies of any official personal correspondence between the employer and the employee. The employee shall receive a copy of any adverse material placed in his/her files; and shall have the right to file a statement in response to any such material placed in his/her personnel file.

Section 7: Funeral Expense.

The Town will pay funeral expenses, not to exceed the amount of \$15,000 for any member of the bargaining unit who is killed in the line of duty.



FILL IN BOXES MARKED WITH AN (X)

REQUEST AND AUTHORIZATION FOR VOLUNTRTY ALLOTMENT OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES AND REQUEST THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION TO ACT AS MY EXCLUSIVE COLLECTIVE BARGAINING AGENT

NAME OF EMPLOYEE (*Print Last Name, First, Middle*)

IDENTIFICATION NO. (*Soc. Sec. or Other*)

X)

X)

HOME ADDRESS (*Street and*

CITY AND STATE

ZIP CODE

Number) X)

X)

PHONE

DEPARTMENT

X)

X)

NAME OF EMPLOYEE ORGANIZATION

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION LOCAL 107

[] I hereby certify that the regular dues of New England PBA for the above named member are currently established at \$_____ per week. I acknowledge I may withdraw from the Union only during the month of July of each year with written notice to the Union and the Town / Town.

[] I hereby certify that the employee listed above wishes to not be a dues paying member of New England PBA and acknowledges any individual need for Union services shall be required to pay an hourly rate which shall be determined by the Executive Committee.

(X)

(X)

SIGNATURE AND TITLE OF AUTHORIZED OFFICE (*President or Treasurer*)

DATE

I HEREBY AUTHORIZE THE ABOVE NAMED AGENT TO DEDUCT FROM MY PAY EACH PAY PERIOD, OR THE FIRST FULL PAY PERIOD OF EACH MONTH THE AMOUNT CERTIFIED ABOVE AS THE REGULAR DUES AND TO REMIT SUCH AMOUNTS TO THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION IN ACCORDANCE WITH ITS ARRANGEMENTS WITH MY EMPLOYING AGENCY. I FURTHER AUTHORIZE ANY CHANGE IN THE AMOUNT TO BE DEDUCTED WHICH IS CERTIFIED BY THE ABOVE NAMED EMPLOYEE ORGANIZATION AS A UNIFORM CHANGE IN ITS DUES STRUCTURE

(X)

(X)

SIGNATURE OF EMPLOYEE

DATE

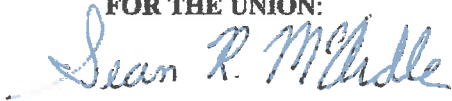
* COPY SHOULD BE SENT TO: Treasurer, New England PBA, 7 Technology Drive, Suite 200, Chelmsford MA, 01863

Article XXXI
Duration

This Agreement shall become effective July 1, 2021, or at such later date as to certain provisions thereof as may be specifically referred to in this Agreement, and shall continue in full force and effect until June 30, 2024. If no agreement is reached before June 30, 2024, this Agreement shall remain in full force and effect until an agreement is reached for a successor agreement.

Signed this 26th day of February, 2022.

FOR THE UNION:



Sean R. McArdle, Mass. State Director

NEPBA LOCAL 107:



Kelsey Gunther, President



Thomas Kennedy, Vice-President



Maura Hubbard, Secretary-Treasurer

FOR THE TOWN:



Robert L. Hedlund, Mayor

