



COLLECTIVE BARGAINING AGREEMENT

July 1, 2022 – June 30, 2025

Between

The Town of Seekonk

And

New England Police Benevolent Association, Inc.

Local 126



Table of Contents

ARTICLE I - DEFINITIONS	3
ARTICLE II - RECOGNITION.....	3
ARTICLE III – MANAGEMENT RIGHTS	3
ARTICLE IV – UNION DUES AND AGENCY FEES	4
ARTICLE V – GRIEVANCE PROCEDURE	5
ARTICLE VI – JOB SECURITY	6
ARTICLE VII – DISCRIMINATION AND COERSION.....	6
ARTICLE VIII – JURY DUTY PAY.....	6
ARTICLE IX – BEREAVEMENT LEAVE.....	6
ARTICLE X – FAMILY, MEDICAL AND PARENTAL LEAVE	7
ARTICLE XI – SICK LEAVE.....	7
ARTICLE XII – FAMILY SICK DAYS	7
ARTICLE XIII – HOLIDAYS.....	8
ARTICLE XIV – VACATION	8
ARTICLE XV – WAGES	9
ARTICLE XVI – UNION REPRESENTATIVE.....	11
ARTICLE XVII – SEVERABILITY	12
ARTICLE XVIII – BULLETIN BOARD	12
ARTICLE XIX – DISCIPLINARY DOCUMENTS	12
ARTICLE XX – COURSE REIMBURSEMENT	12
ARTICLE XXI – HEALTH INSURANCE.....	13
ARTICLE XXII – NO STRIKE CLAUSE.....	14
ARTICLE XXIII – HOURS OF WORK.....	14
ARTICLE XXIV – SHIFT BIDS	15
ARTICLE XXV – SHIFT DIFFERENTIAL.....	15
ARTICLE XXVI – WORK NOTIFICATION PROCEDURE	16



ARTICLE XXVII - OVERTIME	16
ARTICLE XXVIII – LUNCH AND BREAK PERIODS	17
ARTICLE XXIX – SENIORITY	18
ARTICLE XXX – UNIFORMS.....	18
ARTICLE XXXI – LONGEVITY.....	19
ARTICLE XXXII – PERSONAL DAYS	20
ARTICLE XXXIII – COMPENSATORY TIME	20
ARTICLE XXXIV – TRAINING	20
ARTICLE XXXV MILEAGE REIMBURSEMENT	21
ARTICLE XXXVI PERSONNEL REDUCTION AND LAYOFF.....	21
ARTICLE XXXVII INFECTIOUS/CONTAGIOUS DISEASE VACCINATION	21
ARTICLE XXXVIII - DURATION OF AGREEMENT	21
ARTICLE XXXIX – TRAINERS PAY.....	22
ARTICLE XL – EMPLOYEE EVALUATIONS	22
ARTICLE XLI – DRUG TESTING	22
ARTICLE XLII – OPEB CONTRIBUTION	22



ARTICLE I - DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

The **Union** shall mean Seekonk Communications and Clerical Union.

The **Employer** shall mean the Town of Seekonk, Commonwealth of Massachusetts.

The **Town of Seekonk** shall mean the Board of Selectmen.

An **Employee** shall mean any Full-time Employee, Part-time Employee or Probationary Employee.

A **Full-time Employee** shall mean any career employee who is regularly scheduled to work forty (40) hours per week.

A **Part-time Employee** shall mean any employee who is scheduled to work less than twenty (20) hours per week.

A **Probationary Employee** shall be defined as any newly hired employee.

The **Probationary Period** for any **Clerical** probationary employee shall commence at the date of hire and shall end one (1) year from the hire date, unless extended as provided by ARTICLE VI. The Probationary Period for any **Dispatcher** shall commence at the date of hire and shall end eighteen (18) months from the hire date, unless extended as provided by ARTICLE VI.

Creditable Service, as used throughout this agreement, shall include all dates for which the Employee is compensated with salaries and wages, including all time during which the Employee receives compensation pursuant to M.G.L. c. 152.

ARTICLE II - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, salaries, hours, working conditions, benefits and any other terms and conditions of employment subject to negotiation for all Full-time Dispatchers, Part-time Dispatchers, Dispatch Emergency Specialist and Technical & Administrative Assistant employed by the Town of Seekonk, excluding all other employees of the Town of Seekonk.

ARTICLE III – MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged



or limited by the provisions of this Agreement, the Town shall have and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore possessed by the Town. Except where such rights, powers and authority are specifically relinquished, amended or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

- A.** To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purpose of the Town.
- B.** To establish or continue policies, practices and procedures for the conduct of Town business and from time to time, to abolish such policies, practices or procedures.
- C.** To discontinue processes or operations or to discontinue their performance by employees.
- D.** To select and determine the number and types of employees required to perform the Town's operations.
- E.** To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.
- F.** To prescribe or enforce reasonable rules and regulations for maintenance of discipline and for performance of work in accordance with the requirements of the Town.

The above rights, responsibilities and prerogatives are inherent in the Town Board of Selectmen and are not subject to delegation in whole or part.

ARTICLE IV – UNION DUES AND AGENCY FEES

A. Union Dues

Employees may tender monthly union dues by signing the authorization of dues form. Employee dues will be tendered as per the dues schedule provided annually by the Union.

Every employee defined in this agreement shall be provided with a copy of the dues schedule annually. Part-time employee dues will be tendered at the pro-rated amount as per the dues schedule. A copy of the dues schedule shall be posted on the bulletin board in the Communications



Department. The Employer agrees to withhold membership dues if the Employee authorized it and shall remit the amount to the Treasurer of the Union once a month.

B. Agency Fee

In consideration of the municipal employer's entering into this collective bargaining agreement, which agreement includes union dues provision, the Union hereby agrees to indemnify the said employer and hold it harmless from any and all claims, liabilities or cost of the employer which arise out of entering into or enforcement of said provision which arise out of the payroll deduction of union dues.

ARTICLE V – GRIEVANCE PROCEDURE

A grievance is defined as a violation of the express terms of this Agreement.

For the purpose of this article, working days are defined as regular business days, excluding Saturdays, Sundays and Holidays.

STEP 1: The Union President and/or effected employee and the Director of Communications (for dispatchers) or Chief of Police (for administration) shall meet to verbally discuss the potential grievance dispute within five (5) working days of the potential grievance or his/her knowledge of the potential grievance. Both parties agree that every effort will be made to settle the dispute at this step.

STEP 2: A grievance shall be presented in writing by the Union President to the Director of Communications (for dispatchers) or Chief of Police (for administration) within seven (7) working days of the occurrence or shall be considered waived. The appropriate department head is to render a decision in writing within seven (7) working days.

STEP 3: If the grievant is dissatisfied with the department head's decision or if the department head fails to render a decision in writing within seven (7) working days, the Union can appeal to the Town Administrator within ten (10) working days from the receipt of the appropriate department head's answer. Failure to appeal within ten (10) working days will constitute a waiver to the grievance.

STEP 4: If the grievant is dissatisfied with the Town Administrator's decision, the Union can appeal to the Board of Selectmen within ten (10) working days from the receipt of the Town Administrator's answer. Failure to appeal within ten (10) working days will constitute a waiver to the grievance.



STEP 5: In the event the dispute has not been settled at Step 4, the Union may, within thirty (30) working days after receipt of the reply, file for arbitration with either the Massachusetts Department of Labor Relations or Arbitration or the American Arbitration Association.

STEP 6: The conduct of the arbitration shall be in accordance with the prevailing rules of the Massachusetts Department of Labor Relations, or the American Arbitration Association, as applicable, and the cost of the arbitration shall be borne equally by both parties. The arbitrator is without authority to render a decision which requires the commission of an act prohibited by State law or violation of the terms of this Agreement.

ARTICLE VI – JOB SECURITY

The first year of employment for Clerical Employees and the first eighteen (18) months of employment for Dispatchers shall be a Probationary Period. Such period may be extended by up to three (3) months whenever the Employee's performance of work is not in accordance with the requirements of the Town. During the Probationary Period, the Employee serves at the pleasure of the Board of Selectmen, and the Employee may not file a grievance in the event his/her employment is terminated.

ARTICLE VII – DISCRIMINATION AND COERSION

There shall be no discrimination by the Employer or any Agent of the Employer against any Employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any Employee for his/her adherence to any provision of this Agreement.

ARTICLE VIII – JURY DUTY PAY

The Employer agrees to make up the difference in an Employee's wage between a normal weeks wages and the amount of compensation received for jury duty provided the employee works those times when the jury is not sitting.

ARTICLE IX – BEREAVEMENT LEAVE

The Employer agrees to grant any full-time Employee bereavement leave without the loss of pay as follows:

- 5 days – death of spouse
- 4 days – death of an immediate family member



1 day – may be granted to attend the funeral of an aunt, uncle, or cousin

The term "immediate family member" shall include, mother, father, children, step-children, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchildren, spouse's grandparents, domestic partner and any other deceased member who lived in the home of the employee.

If additional time is needed for out of state travel, said time can be granted for dispatchers upon the Communications Director's or his/her designee's approval, and for the Technical & Administrative Assistant said time can be granted upon the Chief of Police or his/her designee's approval

ARTICLE X – FAMILY, MEDICAL AND PARENTAL LEAVE

The Employer and Employee agree to abide by the Massachusetts General Laws and all applicable Federal Laws regarding Family Leave, Medical Leave and Parental Leave.

ARTICLE XI – SICK LEAVE

A full-time Employee shall earn one and one half (1 ½) days sick leave per month of continuous creditable service to a maximum of one hundred and twenty (120) days. A full-time employee shall stop accruing sick leave after six (6) months of continuous absence.

After completing a minimum of ten (10) years of service to the Town and upon retirement, retirement due to job related injury, death or reduction in work force any full time employee hired after July 1, 1992 who shall subsequently leave the department workforce for the previously stated reasons in this article shall receive payment for any unused accumulated sick leave days at the rate of twenty-five percent (25%) of the full-time Employee's current daily wage.

Any sick leave of a duration of more than three (3) consecutive work days for a dispatcher or more than five (5) consecutive days for a clerical employee, or when the total number of sick day occurrences (for example, two (2) consecutive sick days would constitute one (1) "occurrence" for purpose of this section) for either a dispatcher or clerical employee exceeds seven (7) occurrences for the fiscal year, if the Director of Communication or Police Chief, as applicable, so requests, shall be substantiated by a doctor's certification at the employee's expense prior to the payment of sick leave.

ARTICLE XII – FAMILY SICK DAYS

A full-time Employee of this bargaining unit shall be allowed a maximum of three (3) days per calendar year for family sick days. These days will be deducted from yearly



accrued sick days, not in addition to yearly accrued sick days.

ARTICLE XIII – HOLIDAYS

All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Patriot's Day
Veteran's Day	Thanksgiving Day
Memorial Day	Independence Day
The day after Thanksgiving	One-half (1/2) day on Christmas Eve
Christmas Day	One-half (1/2) day on New Year's Eve
Juneteenth	

If the holiday falls on a day other than an executive assistant's working day, the executive assistant shall receive another day off in its place at the discretion of the Chief of Police.

Holiday pay will be included in the pay period in which it is earned. Part time employees covered by this agreement are not entitled to any paid holidays. Any full-time dispatcher that utilizes a sick day on the above-mentioned holidays, shall not receive holiday pay for that holiday

ARTICLE XIV – VACATION

Subject to the operating needs of the department, vacation time for all full-time Employees shall be arranged on a twelve (12) month calendar year base. Vacation Time will be credited on January 1st, each calendar year. Vacation shall be earned as follows for consecutive full-time creditable service:

Years (Months) of Service	Vacation Days (Hours)
Years 1-5 (0-59)	Ten (10) Days (80 Hours)
Years 6-10 (60-119)	Fifteen (15) Days (120 Hours)
Years 11-15 (120-179)	Twenty (20) Days (160 Hours)
Years 16-20 (180-239)	Twenty-two (22) Days (176 Hours)
Years 20+ (240+999)	Twenty-five (25) Days (200 Hours)



A full-time employee shall stop earning vacation after six (6) months of continuous absence.

A probationary employee who has successfully completed the first six (6) months of employment will be eligible to take five (5) days of vacation time. In special circumstances, as determined by the Town Administrator, vacation carryover may be allowed. Vacation shall be scheduled at the discretion of the Town Administrator or his/her designee.

A vacation bidding sheet shall be posted annually on the first Monday in the month of October and shall remain posted for a period of fourteen (14) calendar days. Dispatchers shall have the ability to bid for vacation time for the period January 1st to December 31st annually during this time period. Up to two (2) dispatchers who are not assigned to the same shift shall be allowed to take a vacation day at the same time. If multiple dispatchers bid for the same time off during the bidding period then seniority will be the deciding factor in approval of said time. Once the bidding period has ended the approved time becomes protected and dispatchers cannot be bumped from those dates, absent operational needs of the department. Dispatchers shall only be allowed to bid for the amount of vacation they would have earned on January 1st. After the vacation bidding period has ended all requests for vacation will be on a first come first serve basis and subject to the departments' rules and regulations regarding time off requests.

ARTICLE XV – WAGES

The following wage steps classifications shall be used by all Employees covered by this contract and are defined as follows:

"Probationary Employee will be compensated at the Step 0 rate in accordance with the salary table. Probationary period starts on the date of hire and ends at the completion of one (1) full year of continuous creditable service for administration and eighteen (18) months for a Dispatcher, unless extended as provided by ARTICLE VI. At the successful completion of the applicable probationary period, the Probationary Employee will move to the Step 1 Pay Rate.

Employees shall progress to the next step in their pay grade upon completing the required number of years of creditable service that are applicable to the given pay step as measured from the date that they completed their probationary period.

Effective July 1, 2022 (Fiscal Year 23)



Dispatchers:

<u>Step</u>	<u>Rate</u>
0	\$ 22.20
1	\$ 24.52
2	\$ 26.08
3	\$ 27.33
Year 5	\$ 27.88
Year 10	\$ 28.58
Year 15	\$ 29.43
Year 20	\$ 30.76
Year 25	\$ 32.30

Lead Dispatcher
Dispatch Emergency Specialist.

\$1/hr. more than employee's dispatcher step
\$1/hr. more than employee's dispatcher step

Technical & Administrative Assistant:

<u>Step</u>	<u>Rate</u>
0	\$ 21.18
1	\$ 23.54
2	\$ 24.80
3	\$ 27.14
15	\$ 28.81

Effective July 1, 2023 (Fiscal Year 24)

Dispatchers:

<u>Step</u>	<u>Rate</u>
0	\$ 22.87
1	\$ 25.25
2	\$ 26.86
3	\$ 28.15
Year 5	\$ 28.72
Year 10	\$ 29.43
Year 15	\$ 30.32
Year 20	\$ 31.68
Year 25	\$ 33.26

Lead Dispatcher
Dispatch Emergency Specialist.

\$1/hr. more than employee's dispatcher step
\$1/hr. more than employee's dispatcher step



Technical & Administrative Assistant:

<u>Step</u>	<u>Rate</u>
0	\$ 21.81
1	\$ 24.24
2	\$ 25.55
3	\$ 27.95
15	\$ 29.67

Effective July 1, 2024 (Fiscal Year 25)

Dispatchers:

<u>Step</u>	<u>Rate</u>
0	\$ 23.55
1	\$ 26.01
2	\$ 27.67
3	\$ 29.00
Year 5	\$ 29.58
Year 10	\$ 30.32
Year 15	\$ 31.23
Year 20	\$ 32.63
Year 25	\$ 34.26

Lead Dispatcher
Dispatch Emergency Specialist.

\$1/hr more than employee's dispatcher step
\$1/hr more than employee's dispatcher step

Technical & Administrative Assistant:

<u>Step</u>	<u>Rate</u>
0	\$ 22.47
1	\$ 24.97
2	\$ 26.31
3	\$ 28.79
15	\$ 30.56

ARTICLE XVI – UNION REPRESENTATIVE

The Union shall furnish the Employer with a written list of union officers immediately



after their designation and shall notify the Employer of any changes. The Employer agrees to permit representatives of Seekonk Communications and Clerical Union to enter the premises for individual discussion of working conditions with the employees provided that such representatives do not interfere with the performance of duties assigned to employees and provided that the Communications Director and the Chief of Police receive prior notification.

ARTICLE XVII – SEVERABILITY

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

ARTICLE XVIII – BULLETIN BOARD

The Employer shall permit the use of a bulletin board located in the Public Safety Complex and electronic e-mail through Town owned computers by the Union for the posting of notices concerning Union business and activities provided no notices of denunciatory or inflammatory nature shall be posted.

Bulletin Board shall be supplied by or paid for by the Union.

ARTICLE XIX – DISCIPLINARY DOCUMENTS

All disciplinary documents issued by the Communications Director or Chief of Police shall be placed in the employee's permanent personnel folder and may not be removed once placed in such folder. However, additional documents may also be placed in the employee's personnel folder that could lessen the impact of the personnel action taken. The employee may request removal of a first written warning if there has not been additional recorded disciplinary actions for any reason during the twelve (12) month period following the date at which the first written warning was issued. However, if another item has been added, the prior first written warning and all notes of verbal warnings shall be considered part of the permanent record.

ARTICLE XX – COURSE REIMBURSEMENT

Subject to available funds (established in the last sentence of this provision) and the advance approval of the Town Administrator or his designee, the Town will reimburse an employee in a fiscal year an amount not to exceed five hundred dollars (\$500.00) for any one (1) course taken in a program related to the unit member's position



leading to certification, recertification or an advanced degree. The reimbursement will include the cost of books. Reimbursement will also be subject to the member attaining at least a "C" grade in the course or program (or if the course is "pass/fail" a passing grade). The Town will make available five hundred (\$500.00) for each of the contract years of this agreement.

ARTICLE XXI – HEALTH INSURANCE

Full Time Employees are entitled to receive health insurance as provided by the Employer as follows:

1. Effective upon execution of the Collective Bargaining Agreement, Blue Cross Master Medical will only be available to the employees who are currently enrolled in the program. Employees who exercise their option to change from Blue Cross Master medical coverage during the open enrollment period, will not be able to convert back to Master Medical coverage at a later date.
2. Effective upon execution of the Collective Bargaining Agreement, employees eligible to receive health insurance, will be offered Blue Cross or other coverage as determined by the Town.
3. The Health Insurance contribution rate will be 75% from the town and 25% from the employees covered by the Collective Bargaining Agreement who receive health insurance benefits from the Town. There shall be a two week open enrollment period to allow members to change plans should they so desire.

Effective July 1, 2022, any employee who chooses not to receive Health Insurance coverage listed in Article XXI through the Town of Seekonk shall be compensated an amount of \$2,500.00 per fiscal year. The amount will be paid in on lump sum annually at the end of the fiscal year.

Employees must also meet the following requirements in order to be eligible for the health care stipend benefit:

- To be eligible for the stipend for the first time, employee must have been enrolled in the Town's health insurance plan during the entire preceding fiscal year. Example: To receive stipend in FY 23, employee must have been enrolled in Town's plan for entirety of FY 22 and then off the Town's plan in FY 23.
- Amount of stipend to be prorated if employee is only off the Town's plan for part of year. Example: Eligible employee who is off plan beginning July 1, 2021, but has to return January 1, 2022 would only get 50% of the stipend.



- Once employee meets initial eligibility, employee would continue to receive stipend in successive years so long as employee continues to remain off of Town's insurance.
- If employee has to return to Town's insurance at any point, will need to meet initial eligibility requirement in order to receive stipend again.
- Employee must provide proof of outside health insurance coverage"

ARTICLE XXII – NO STRIKE CLAUSE

The Union hereby agrees and covenants that it shall not engage in a strike as defined in the General Laws, Chapter 150E.

The Union, on its behalf and on behalf of each of the Employees that it represents, hereby agrees and covenants that during the term of this Agreement, it will not authorize, approve, participate in or in any way encourage any strike, work stoppage, slowdown, picketing or the withholding of services. It is also agreed that any Employee covered by this Contract who engages in a strike shall be subject to discipline and discharge proceedings by the Employer.

ARTICLE XXIII – HOURS OF WORK

A. *Full-time Dispatchers*

The work week for full-time dispatchers shall be a "four and two" scheduled work week, eight (8) hours per day. Each full-time dispatcher shall work four (4) consecutive days and receive the next two (2) days off. Days off will regress weekly, resulting in weekends off every fifth (5th) and sixth (6th) week.

B. *Part-time Dispatchers*

The work week for part-time dispatchers shall be no more than forty (40) hours per week. Scheduled shift assignments shall be no less than four (4) hours or more than sixteen (16) hours per day.

C. *Technical & Administrative Assistant*

The work week for all secretaries shall be a "five and two" work week, eight (8) hours per day with Saturday and Sunday off. All secretaries shall have all holidays listed in this agreement as scheduled day off.



ARTICLE XXIV – SHIFT BIDS

Annual shift bidding will be posted on the first Monday in the month of September and shall remain posted for a period of ten (10) calendar days. Shift assignments shall be posted no later than the first Monday in the month of October and shall go into effect on the first Sunday in the month of January. The Director of Communications or his/her designee shall have the right to determine the number of personnel assigned to each shift dependent of the operational needs of the department. Shifts shall be defined as follows:

Midnights	(00:00-08:00)
Days	(08:00-16:00)
Evenings	(16:00-0000)

All dispatchers shall bid for a 1st, 2nd and 3rd choice of shifts and shifts will be assigned by seniority and available openings. Dispatchers will bid to shifts only and not to "work lines". The Director of Communications will make every effort to keep dispatchers assigned to the same "work lines" if possible, however dispatchers who change shifts may have their days off changed to meet scheduling needs of the department.

The Director of Communications shall have the option, in the best operational needs of the department, to establish a "split shift" consisting of a four and two schedule but assigning dispatchers to work 2 different shifts during that work period (example 2 days/2midnights).

The Director of Communications shall maintain the ability to make temporary transfers between shifts regardless of seniority when, in the opinion of the Director of Communications or his/her designee, it is in the best operational needs of the department. When the Director of Communications determines such a transfer is in the best operational needs of the department he/she will use inverse seniority when possible to make the needed temporary transfers between shifts.

The Director of Communications shall have the option, if in the best operational needs of the department, to post additional shift bids during the course of the year so as to fill permanent and long term temporary openings resulting from the resignation, retirement, termination, death or long term absence (exceeding 30 days) of department members. In such cases, the notice shall be posted for a period of five (5) calendar days and dispatchers will be given twenty (20) calendar days' notice prior to new shift assignments going into effect.

ARTICLE XXV – SHIFT DIFFERENTIAL

Shift differential will be paid only when the Employee works a shift covered by the differential. The exception will be in the computation of a paid holiday.



A. Full time employees shall be compensated as follows:

4:00 PM (1600 hours) to 12:00 AM (0000 hours)	\$1.25 per hour
12:00 AM (0000 hours) to 8:00 AM (0800 hours)	\$1.75 per hour

B. Part time employees shall be compensated as follows:

4:00 PM (1600 hours) to 12:00 AM (0000 hours)	\$0.25 per hour
12:00 AM (0000 hours) to 8:00 AM (0800 hours)	\$0.30 per hour

ARTICLE XXVI – WORK NOTIFICATION PROCEDURE

In the event of any opening for any dispatch shift whether it be a personal day, vacation, sick leave, family sick day, compensatory time, bereavement, training, paid leave, approved leave and/or any other circumstance that results in a shift opening, the notification procedure shall be as follows:

- 1) Full-time dispatchers
- 2) Part-time dispatchers

The Town reserves, as a management right, the way it administers and notifies its employees of available overtime. In recognizing that the Communication Center is a 24hr a day, year round operation and that all employees are expected to work a fair amount of overtime, the Town agrees to establish a committee made up of the Communications Director and any/all dispatchers who choose to participate on a voluntary unpaid basis in an annual meeting to establish and change any departmental policies regarding the work notification procedure and rules regarding overtime, however in the event that terms cannot be mutually agreed upon, the Town shall have final and sole discretion to determine the Communication Center's policies regarding the work notification procedure and rules regarding overtime.

ARTICLE XXVII - OVERTIME

A. Full-Time Dispatcher

Every full-time civilian dispatcher shall be compensated at the rate of one and one half (1 ½) times the Employee's regular rate of pay for work performed in excess of eight (8) hours in any work day and any work performed in excess of his/her regular work week.

Any employee who volunteers to work a shift swap, as may be allowed under department policies, shall not be entitled to overtime pay for any



hours worked in excess of said employees normally scheduled hours during the day in which the shift swap is scheduled.

B. Part-Time Dispatcher

Every part-time civilian dispatcher shall be compensated at the rate of one and one half (1 ½) times the Employee's regular rate of pay for work performed in excess of forty (40) hours in any work week.

In the event that overtime is available, all civilian dispatchers covered by this Agreement shall receive the right of first refusal for all overtime shifts. The said right of first refusal shall be administered based on the established work notification procedure as per Article XXVI.

The Town reserves as a management right the ability to "hold over" and "order in" dispatchers as per established department policy. In recognizing that the Communications Center is a 24hr per day, year round operation and that all employees are expected to work a certain fair amount of overtime, the Town agrees to establish a committee made up of the Communications Director and any/all dispatchers who choose to participate on a voluntary unpaid basis in an annual meeting to establish and change any departmental policies regarding "overtime hold overs and order ins", however in the event that terms cannot be mutually agreed upon the Town shall have final and sole discretion to determine the Communication Center's policies regarding overtime hold overs and order ins.

Any full time Employee who is called back or called in to perform unscheduled work for any reason shall be paid at the rate of one and one half (1 ½) times the Employees regular rate and will be compensated a minimum of two hours time on the call back.

Any dispatcher who is "ordered in" or "held over" shall not work more than sixteen (16) consecutive hours. Any dispatcher "ordered in" on their day off shall be credited for two (2) forced shifts for every four (4) hours. This provision shall not apply to employees "ordered in" before the start of their regularly assigned shift, or "held over" from their regularly scheduled shift

ARTICLE XXVIII – LUNCH AND BREAK PERIODS

Every full-time and part-time dispatcher covered by this Agreement shall be granted a thirty (30) minute break during each eight (8) hour shift. During the break, the dispatcher shall remain accessible and on call and shall remain within a three (3) mile radius of the Communication Center at all times and shall immediately return to the communications center upon request. Breaks shall not be taken within the first or last



thirty (30) minutes of any given shift nor shall they be combined into periods in excess of thirty (30) minutes when a dispatcher is working consecutive shifts.

The lunch period for the Technical & Administrative Assistant shall be one-half (1/2) hour paid lunch in the middle of the eight (8) hour shifts.

ARTICLE XXIX – SENIORITY

The length of service of the Employee in the bargaining unit shall determine the seniority of the Employee. Shift assignments shall be at the sole discretion of the Director of Communications who shall take into consideration qualifications, initiative and seniority, whenever possible, before making such assignments.

In the event of a reduction in force, Employees will be allowed to "bump" another Employee if that employee:

- a) Has seniority
- b) In the opinion of the Public Safety Communications Director, is capable of performing the duties of that job.

For the purpose of this agreement, two (2) or more persons appointed to the same position on the same day shall rank in the order which their names appear in the order of appointment.

All employees covered by this agreement shall have their names placed on a seniority list and said list shall be posted in the Communications Department.

ARTICLE XXX – UNIFORMS

A. Full-time Employees

Effective July 1, 2015 all newly hired full-time probationary public safety dispatchers who complete their training and six (6) months of continuous employment will be issued uniforms which will be in accordance with the department's established uniform policy. These uniforms will include 4 pairs of pants, 4 uniform shirts and a sweater or other approved alternative. In addition, probationary public safety dispatchers who complete their training and six (6) months of continuous employment shall be granted a uniform allowance in the amount of \$600.00 to be credited to the dispatcher's individual clothing account held by the Town on the next July 1st that follows their completion of said six (6) month period.



All full time non-probationary public safety dispatchers covered by this agreement shall be allowed an annual uniform allowance in the amount of \$600.00 to be credited to the dispatcher's individual clothing account held by the Town at the beginning of each fiscal year.

Approved vendors will invoice the Town for uniforms purchased, which will be deducted from the dispatcher's clothing account. No clothing allowances will be paid out to dispatchers. Dispatchers shall be responsible to ensure that they are appropriately dressed in approved departmental uniforms and shall be responsible for ordering their own uniforms from an approved list of vendors. Records of these accounts shall be maintained by the Communications Directors or his/her designee.

B. Part-time Employees

All newly hired part-time probationary dispatchers who complete their training and six (6) months of continuous employment will be issued two uniform shirts, a sweater, and two uniform pairs of pants during the month of July each year. All part-time dispatchers covered by this agreement shall receive two uniform shirts and two uniform pants on the next July 1st and annually thereafter. Uniform styles and colors shall be determined by the Director of Communications or his/her designee. Once distributed, all part-time dispatchers shall be required to wear the uniform of issue during each of their assigned shifts.

ARTICLE XXXI – LONGEVITY

A longevity payment shall be made to all full-time Employees covered this contract and this section, weekly.

Years of Creditable Service	Benefit Payment
0 - 5 years	none
5 - 9 years	2% of base pay
10 - 14 years	2.5% of base pay
15 - 19 years	3% of base pay
20 - 24 years	4.5% of base pay
25 years and over	5% of base pay

To be eligible for the longevity payment, a full-time Employee must have completed their year of continuous length of creditable service before December 1st.



Effective July 1, 2021, all newly hired employees will not be eligible for longevity.

Effective July 1, 2022, the longevity benefit under this Article has been replaced with the longevity steps that are set forth in Article XV – Wages. This language is to be retained in this Agreement for historical purposes.

ARTICLE XXXII – PERSONAL DAYS

Effective July 1, 2018 all full-time Employees shall receive four (4) personal days per calendar year, non-accumulative, which shall not be charged to sick leave or vacation and shall be considered paid leaves. Dispatchers may not use a personal day on the following holidays: Thanksgiving Eve, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

Personal day requests shall have the same priority as vacation day requests.

ARTICLE XXXIII – COMPENSATORY TIME

A. Full-time Employee

In lieu of overtime payment, an employee may elect to accumulate compensatory time at the rate of time and one-half (1.5), subject to the approval of the Communications Director. An employee may accumulate a maximum of forty (40) replenishable hours that must be used by the end of the fiscal year in which it was earned. Unused compensatory time will be paid out, in accordance with the Fair Labor Standard Act, at the employee's current time and one-half rate of pay.

Vacation day and personal day requests shall always have precedence over compensatory time requests.

If upon termination of employment a dispatcher has compensatory time accrued, that time shall be converted to a cash payment and issued to the employee with seven (7) days of discharge.

ARTICLE XXXIV – TRAINING

Any Employee of this bargaining unit who attends any seminar, school, training and/or re-certification shall be compensated at their regular hourly rate with the following exceptions:



Any training time required by the employer that exceeds the eight (8) hour workday or occurs on a member's day off shall be compensated at the rate of and one half (1.5) times the Employee's regular rate of pay.

ARTICLE XXXV MILEAGE REIMBURSEMENT

Any employee covered by this agreement utilizing private vehicles for any reason authorized by the Director of Communications for dispatchers or Chief of Police for clerical, shall be so compensated for miles traveled at the prevailing federal IRS rate.

ARTICLE XXXVI PERSONNEL REDUCTION AND LAYOFF

In the event of a reduction of the workforce by the Town of Seekonk, the part time employee with the least amount of seniority shall be laid off first. If additional reductions are required, and all part time employees have been laid off, the full time employees with the least amount of seniority shall be laid off first.

No new employee(s) may be hired until all laid off employees have been given the opportunity to return to work. Any recall to work shall be by seniority, starting with the laid off full time employee with the most seniority at the time of the layoff.

ARTICLE XXXVII INFECTIOUS/CONTAGIOUS DISEASE VACCINATION

The Town shall provide to every member of this bargaining unit the proper vaccination against Hepatitis B and other available vaccinations to prevent illness. Follow-up testing will be provided by the Town, when applicable to ensure the effectiveness of the immunization. An HIV test will be provided to any member who has been exposed to any blood borne pathogens while in the performance of his/her duties.

ARTICLE XXXVIII - DURATION OF AGREEMENT

This agreement shall be for a term of 36 months, commencing on July 1, 2022 and shall continue in effect to June 30, 2025, and shall thereafter automatically renew itself for successive terms of one (1) year, unless by April 1st, prior to the expiration of the agreement year involved, either party shall give to the other party written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination."

In the event notice is given of a desire to modify this Agreement, said notice shall specify the particular provision of the Agreement that a modification of which is desired. Thereafter, the Employer and the Union shall meet promptly to begin



negotiations.

ARTICLE XXXIX – TRAINERS PAY

Dispatchers acting in the capacity of a Communications Training Officer and actively training new employees shall receive additional compensation for each hour spent training said employees or completing required training paperwork. Dispatchers shall be compensated at the following rates:

Certified Communications Training Officers	\$4.00 per hour
Non-Certified Communications Training Officers	\$2.00 per hour

ARTICLE XL – EMPLOYEE EVALUATIONS

At year's end, an evaluation of all members of the bargaining unit shall be conducted by an immediate supervisor with full knowledge of the employee's work duties and performance.

ARTICLE XLI – DRUG TESTING

All members of the bargaining unit shall be subject to annual random drug test. The Town shall select the vendor to conduct the random drug testing and shall bear responsibility for all costs associated with the testing. A failure of a drug test shall be subject to disciplinary actions that are deemed appropriate by the Town.

ARTICLE XLII – OPEB CONTRIBUTION

Effective July 1, 2021, starting with the first pay period, each employee shall contribute one-half percent (0.50%) of the employee's regular base pay per pay period to the Town who will deposit such contribution into the "Other Post Employment Benefit (OPEB) Trust Fund." Beginning the first pay period in July 2022, each employee shall contribute one percent (1.00%) of the employee's regular base pay per pay period to the Town who will deposit such contribution into the OPEB Trust Fund. In no event will the employee contribution be greater than fifty percent (50%) of the base wage increase in that same given fiscal year.



In WITNESS THEREOF, the Town of Seekonk, by its duly authorized Board of Selectmen and the Seekonk Communications and Clerical Unit, by its duly authorized Officers, have caused this Agreement to be executed this 12th Day of July, 2023 to be effective the first day of July 2022.

NEPBA, Local 126

BOARD OF SELECTMEN

Melissa Zasowski

Michael P. Healy

Kelly Magill

Christopher Zorra

Michelle A. Hines

Justin Sullivan

Pamela Pozzi



In WITNESS THEREOF, the Town of Seekonk, by its duly authorized Board of Selectmen and the Seekonk Communications and Clerical Unit, by its duly authorized Officers, have caused this Agreement to be executed this 12th Day of July, 2023 to be effective the first day of July 2022.

NEPBA, Local 126

A handwritten signature in blue ink, appearing to read "Melissa Zasowski".
Melissa Zasowski

A handwritten signature in blue ink, appearing to read "Kelly Magill".
Kelly Magill

BOARD OF SELECTMEN

A handwritten signature in blue ink, appearing to read "Michael P. Healy".
Michael P. Healy

A handwritten signature in blue ink, appearing to read "Christopher Zorra".
Christopher Zorra

~~A handwritten signature in blue ink, appearing to read "Michelle A. Hines".
Michelle A. Hines~~

A handwritten signature in blue ink, appearing to read "Justin Sullivan".
Justin Sullivan

A handwritten signature in blue ink, appearing to read "Pamela Pozzi".
Pamela Pozzi