

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF SEEKONK

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME) COUNCIL 93**

LOCAL 1701

**PUBLIC SAFETY COMMUNICATIONS CIVILIAN
DISPATCHERS**

AND

POLICE DEPARTMENT SECRETARIES

JULY 1, 2008 THROUGH JUNE 30, 2011

TABLE OF CONTENTS

ARTICLE I - DEFINITION	4
ARTICLE II – RECOGNITION	4
ARTICLE III - MANGEMENT RIGHTS	4
ARTICLE IV – UNION DUES and AGENCY FEES	5
ARTICLE V – GRIEVANCE PROCEDURE	5
ARTICLE VI – JOB SECURITY.....	6
ARTICLE VII – DISCRIMINATION AND COERCION	6
ARTICLE VIII – JURY DUTY PAY.....	6
ARTICLE IX – BEREAVEMENT LEAVE.....	6
ARTICLE X – FAMILY, MEDICAL AND MATERNITY LEAVE.....	7
ARTICLE XI – SICK LEAVE.....	7
ARTICLE XII - FAMILY SICK DAYS	7
ARTICLE XIII – HOLIDAYS	7
ARTICLE XIV – VACATION	8
ARTICLE XVI – WAGES.....	8
ARTICLE XVII – UNION REPRESENTATIVE.....	9
ARTICLE XVIII –SEVERABILITY	10
ARTICLE XIX – BULLETIN BOARD	10
ARTICLE XX – DISCIPLINARY DOCUMENTS	10
ARTICLE XXI – COURSE REIMBURSEMENT.....	10
ARTICLE XXII – HEALTH INSURANCE	10
ARTICLE XXIII – NO STRIKE CLAUSE.....	11
ARTICLE XXIV – HOURS OF WORK	11
ARTICLE XXV – SHIFT BIDS.....	12

ARTICLE XXVI – SHIFT DIFFERENTIAL 12

ARTICLE XXVII – WORK NOTIFICATION PROCEDURE 12

ARTICLE XXVIII – OVERTIME 13

ARTICLE XXIX – LUNCH and BREAK PERIODS 13

ARTICLE XXX – SENIORITY 13

ARTICLE XXXI – UNIFORMS 14

ARTICLE XXXII – LONGEVITY 14

ARTICLE XXXIII – PERSONAL DAYS 15

ARTICLE XXXIV – COMPENSATORY TIME 15

ARTICLE XXXV – TRAINING 15

ARTICLE XXXVI – MILEAGE REIMBURSEMENT 16

ARTICLE XXXVII – PERSONNEL REDUCTION OR LAYOFF 16

ARTICLE XXXVIII – USE OF TOWN RESCUE 16

ARTICLE XXXIX – INFECTIOUS/CONTAGIOUS DISEASE VACCINATIONS 16

ARTICLE I - DEFINITIONS

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

The **Union** shall mean American Federation of State, County and Municipal Employees (AFSCME) Local 1701, State Council #93.

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 Probationary Employee shall commence at the date of hire and shall end one year 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, Detective Secretary and the Secretary to the Chief employed by the Town of Seekonk, excluding all other employees of the Town of Seekonk.

ARTICLE III - MANGEMENT 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 interests 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 accordance with MGL Chapter 150E Section 12 all Employees in the bargaining unit shall, as a condition of employment, pay the Union, the exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual membership dues. For new employees, such payment shall commence thirty one (31) days following the date of their employment.

In consideration of the municipal employer's entering into this collective bargaining agreement, which agreement includes an agency service fee 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 agency fees.

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: A grievance shall be presented in writing by the Union Steward to the appropriate department head 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 2: If the grievant is dissatisfied with the appropriate department head's, 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 3: If the grievant is dissatisfied with the Town Administrator's decision, the Union can appeal to the Board of Selectmen with 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 4: In the event the dispute has not been settled at Step 3, the Union may, within thirty (30) working days after receipt of the reply, file for arbitration with either the Massachusetts Board of Conciliation or Arbitration or the American Arbitration Association.

STEP 5: The conduct of the arbitration shall be in accordance with the prevailing rules of the Massachusetts Conciliation and Arbitration or the American Arbitration Association, and the cost of the arbitration shall be borne equally by both parties. The decision of 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 of any Employee 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 COERCION

There shall be no discrimination by the Employer or any Agent or 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

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, it can be granted upon the Public Safety Dispatch Supervisor or his/her designee's approval.

ARTICLE X – FAMILY, MEDICAL AND MATERNITY LEAVE

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

Upon retirement, retirement due to a job related injury, death or reduction in work force, a full-time Employee shall be entitled to fifty percent (50%) conversion of accumulative sick leave days. Upon the death of a full-time Employee, this fifty percent (50%) conversion shall be paid to the beneficiary of the estate of said full-time Employee. Any full-time Employee resigning his/her position with the Town shall so be entitled to this benefit provided that said Employee has a minimum of ten (10) years continuous creditable service with the Town.

Any full-time Employee hired after July 1, 1992 who shall subsequently leave the department workforce for any of the above mentioned reasons 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.

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 Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Independence Day	one-half (1/2 day on Christmas Eve day
	Christmas Day

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

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.

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 basis.

A first year full-time Employee may take one week of vacation with pay after six (6) months creditable service and a second week after completion of one (1) year of creditable service.

After two (2) years of consecutive full-time creditable service, a full-time Employee shall receive ten (10) working days vacation.

After five (5) years of consecutive full-time creditable service, a full-time Employee shall receive fifteen (15) working days vacation.

After ten (10) years of consecutive full-time creditable service, a full-time Employee shall receive twenty (20) working days vacation.

After fifteen (15) years of consecutive full-time creditable service, a full-time Employee shall receive twenty two (22) working days of vacation.

After twenty (20) years of consecutive full-time creditable service, a full-time Employee shall receive (25) working days vacation.

Not more than two (2) full-time dispatchers whose assigned work periods are not the same or which not overlap may be authorized to utilize vacation leave at the same time. Otherwise, any authorized vacation leave shall be limited to one (1) full-time dispatcher on vacation at a time. All vacation requests shall be submitted by March 1st of each year. Conflicts in vacation scheduling shall be resolved based on the date the request was submitted. If two (2) requests are submitted on the same date, the seniority of the individuals requesting the time off shall prevail.

ARTICLE XV – WAGES

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

- a) **Probationary Employee** will be compensated at the rate of ninety percent (90%) of the Step 1 rate. Probationary Period starts on the date of hire and ends at the completion of one (1) full year of continuous creditable service, unless extended as provided by ARTICLE VI... At the completion of one year, the Probationary Employee will move to the Step 1 Pay Rate.
- b) **Step 1 Employee** begins at the completion of one year of continuous service and ends at the second year of continuous service.
- c) **Step 2 Employee** begins at the completion of the second year of continuous service and ends at the third year of continuous creditable service.

FY2008	Probationary	Step 1	Step 2	Step 3
Dispatcher	15.56	17.28	18.20	19.11
Lead Dispatcher		17.51	18.45	19.37
Chief's Secretary	15.76	17.51	18.45	19.37
Detective Secretary	15.56	17.28	18.20	19.11

FY2009	Probationary	Step 1	Step 2	Step 3
Dispatcher	16.03	17.80	18.75	19.68
Lead Dispatcher	-	18.04	19.00	19.95
Chief's Secretary	16.23	18.04	19.00	19.95
Detective Secretary	16.03	17.80	18.75	19.68

FY2010	Probationary	Step 1	Step 2	Step 3
Dispatcher	16.35	18.15	19.12	20.08
Lead Dispatcher	-	18.40	19.38	20.35
Chief's Secretary	16.56	18.40	19.38	20.35
Detective Secretary	16.35	18.15	19.12	20.08

Michael

These are the correct hourly rate for dispatchers. Contract is wrong.

- d) **Step 3 Employee** begins at the completion of the third year of continuous creditable service and ends at the completion of the fourth year of continuous creditable service.

Employees shall progress to the next step annually, on their anniversary date.

FY 2009 – July 1, 2008 to June 30, 2009 (increase 3.00%)

	Probationary	Step 1	Step 2	Step 3
Dispatcher	\$15.93	\$17.71	\$18.69	\$19.67
Lead Dispatcher		\$17.95	\$18.95	\$19.95
Chief's Secretary	\$16.61	\$17.95	\$18.95	\$19.95
Detective's Secretary	\$15.93	\$17.71	\$18.69	\$19.67

FY 2010 – July 1, 2009 to June 30, 2010 (increase 2.00%)

	Probationary	Step 1	Step 2	Step 3
Dispatcher	\$16.25	\$18.06	\$18.69 ^{19.06}	\$20.07
Lead Dispatcher		\$18.31	\$19.33	\$20.35
Chief's Secretary	\$16.48	\$18.31	\$19.33	\$20.35
Detective's Secretary	\$16.25	\$18.06	\$19, 07	\$20.07

Whenever the general wage rates of the largest group of employees within any other collective bargaining unit of the general government of the Town of Seekonk increase for the period of July 1, 2008 through June 30, 2010 by a greater percentage than the percentage increase that is specified in this article, the percentage increase specified in this article shall be increased to match the percentage increase in such other collective bargaining agreement, effective on the same effective date that is specified in such other collective bargaining agreement.

In the event that revenue that is received by the Town of Seekonk for the fiscal year 2011 due to greater net state aid as listed on the cherry sheet for that year for all categories (excluding education), or permanent and sustainable expansion of state aid by creation of additional categories of state aid (such as distribution to cities and towns of a portion of the meals tax that is currently collected by the Commonwealth) exceeds said amount that is received during the fiscal year 2010 by \$800 the wage rates established in this ARTICLE shall increase by .01%, effective July 1, 2010. Such wage rates shall further increase by .01% for each multiple of \$800 increase in net state aid, up to 3%.

ARTICLE XVI – UNION REPRESENTATIVE

The Union shall furnish the Employer with a written list of union stewards immediately after their designation and shall notify the Employer of any changes.

The Employer agrees to permit representatives of AFSCME Council #93 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 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 use of all bulletin boards 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.

ARTICLE XIX – DISCIPLINARY DOCUMENTS

All disciplinary documents issued by the Communications Director or Police Chief 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 an additional recorded disciplinary action 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.

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.

The Town reserves the right to change the full-time dispatcher work week from "four and two" work week to a "five and two" work week, eight (8) hours per day provided that Saturday and Sunday are the two (2) days off. If it does so, the Town will provide the full-time dispatchers with advance notice of at least twenty (20) calendar days.

The Town has the right to switch from the "four and two" work week to a "five and two" work week and vice versa. If it does so, the Town will provide the full-time dispatchers with advance notice of at least twenty (20) calendar days.

B. Part-time Dispatchers

The work week for part-time dispatchers shall be scheduled less than twenty (20) hours per week. Scheduled shift assignments shall be no less than four (4) hours or more than eight (8) hours per day.

C. Detective Secretary and Secretary to the Police Chief

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

Whenever a permanent opening resulting from resignation, retirement, termination or death occurs in any shift, a notice shall be posted for five (5) days and the applicant with the most senior dispatch experience and qualifications shall be awarded the opening. All full-time dispatchers shall have seniority over part-time dispatchers.

This in no way interferes with temporary transfers between shifts regardless of seniority when, in the opinion of the Public Safety Dispatch Supervisor or his/her designee, the occasion warrants this action.

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 hrs) to 12:00 AM (0000hrs)	\$.65 per hour
12:00 AM (0000 hrs) to 8:00 AM (0800hrs)	\$.75 per hour

B. Part time employees shall be compensated as follows:

4:00 PM (1600 hrs) to 12:00 AM (0000hrs)	\$.25 per hour
12:00 AM (0000 hrs) to 8:00 AM (0800hrs)	\$.30 per hour

ARTICLE XXVI – WORK NOTIFICATION PROCEDURE

In the event of any opening for any dispatch shift whether it be 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
- 3) Pool and other dispatchers

All Employees in the above groups shall be listed on the Shift Notification form by seniority. Each Employee who has been offered an opportunity to work any opening for any dispatch shift shall not be offered another opportunity until each other Employee who is in the same above group is also offered an opportunity to work. Whenever a dispatcher utilizes a sick day, said dispatcher shall not be eligible to work overtime until after they have completed their next regular eight (8) hour shift. If all other dispatchers have been offered an opportunity to work any opening but have refused, said employee who utilized a sick day may be required to perform the overtime.

All shift openings will be posted on the bulletin board in the Communications Department. Any shift opening of an emergency nature (less than twenty four (24) hours prior to the start of the scheduled shift) or any previously posted shift opening that is unfilled 24 hours prior to the start of said posted shift, will be filled following the above Shift Notification form.

The Shift Notification forms will be permanently retained in the Communications Department in the event a dispute or grievance issue should arise.

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.

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 eight (8) hours in any work day and any 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.

In the event that none of the aforementioned employees accept the overtime, and as per department policy, the dispatcher working prior to the available overtime shift will be "held over" over a maximum of four (4) hours and the next scheduled dispatcher will be "ordered in" for a maximum of four (4) hours unless otherwise mutually agreed upon by the two dispatchers involved in the "holdover/order in".

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.

Management reserves the right to assign a police officer, who is on light duty and is certified to discharge all the duties of a dispatcher, to work as a dispatcher for up to ten days, per police officer, per fiscal year. Any officer who is on light duty who is assigned to fill in as a dispatcher and is certified to discharge all the duties of a dispatcher shall not replace any dispatcher for their normal posted shift, nor for any overtime shift. The light duty officer assigned to dispatch shall work as a second dispatcher only.

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 in the building and on call. Break time shall be agreed upon with the OIC at the start of the shift.

The lunch period for full-time secretary shall be one hour unpaid in the middle of the eight (8) hour shift.

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 Public Safety Dispatch Supervisor 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 Dispatch Supervisor, 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

All full-time dispatchers will be issued four (4) uniform shirts, a sweater and four (4) uniform pairs of pants during the month of July each year. The Public Safety Dispatch Supervisor or his/her designee may approve substitute clothing items from the aforementioned list, provided that the overall value of the request does not exceed the standard uniform purchase. Uniform styles and colors shall be determined by the Public Safety Dispatch Supervisor in consultation with the Union. Once distributed, all full-time dispatchers shall be required to wear the uniform of issue during each of their assigned shifts.

B. Part time Employees

All part-time dispatchers will be issued two uniform shirts, a sweater and two uniform pairs of pants during the month of July each year. The Public Safety Dispatch Supervisor or his/her designee may approve substitute clothing items from the aforementioned list, provided that the overall value of the request does not exceed the standard uniform purchase. Uniform styles and colors shall be determined by the Public Safety Dispatch Supervisor or his/her designee in consultation with the Union. 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.

ARTICLE XXXII – PERSONAL DAYS

All full-time Employees shall receive two (2) personal days per calendar year, non-accumulative, which shall not be charted to sick leave or vacation and shall be considered paid leaves.

ARTICLE XXXIII – COMPENSATORY TIME

A. Full-time Employee

All full-time Employees of this bargaining unit shall have the option of taking compensatory time in lieu of cash payment for work performed in excess of eight (8) hours in any work day and/or work performed in excess of his/her regular work week. Compensatory time will be accrued at the rate of one and one half (1 ½) hour for every hour accumulated.

Accrual of compensatory time shall be limited to a maximum of sixty (60) hours.

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.

B. Part -Time Employee

All part- time employees of this bargaining unit shall have the option of taking compensatory time in lieu of cash payment for all hours worked in excess of their regularly scheduled shift(s). Compensatory time shall be calculated at straight time, one (1) hour for one (1) hour, in one half (1/2) hour increments.

Accrual of compensatory time shall be limited to a maximum of twenty four (24) hours.

Full-Time Employee compensatory time requests shall always have precedence over part-time employee compensatory time requests.

If upon termination of employment any, dispatcher that has compensatory time accrued, said compensatory 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 1/2) 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 Chief of Police or his designee, shall be so compensated for miles traveled at the prevailing federal IRS rate.

ARTICLE XXXVI –PERSONNEL REDUCTION OR 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 employee 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 – USE OF TOWN RESCUE

Any member of this bargaining unit and their immediate families who are residents of the Town of Seekonk or while employed or otherwise in the confines of the Town of Seekonk shall not be charged for any additional charges over and above the amount covered by their insurance. The term "immediate family" shall be defined as father, mother, spouse, son, daughter, step-son, step-daughter, or any other person living in the same household.

ARTICLE XXXVIII – INFECTIOUS/CONTAGIOUS DISEASE VACCINATIONS

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 XXXIX – DURATION OF AGREEMENT

This agreement shall be for a term of 36 months, commencing on July 1, 2008 and shall continue in effect to June 30, 2011, and shall thereafter automatically renew itself for successive terms of one (1) year, unless by April 1, 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.

IN WITNESS THEREOF, the Town of Seekonk, by its duly authorized Board of Selectmen and the American Federation of State, County and Municipal Employees (AFSCME) Council 93, Local 1701 (Public Safety Communications Civilian Dispatchers and Police Department Secretaries) by its duly authorized officers, have caused this contract to be executed on this 25th day of September, 2009.

American Federation of State, County and Municipal Employees (AFSCME) Council 93, Local 1701 (Public Safety Communications Civilian Dispatchers and Police Department Secretaries)

Lynda M. Lyons
Mary Wilcox

Town of Seekonk
Board of Selectmen

James P. P...
Robert B. ...
Michael A. Brady
David S. Parker
Robert ...