



COLLECTIVE BARGAINING AGREEMENT

July 1, 2017 – June 30, 2020

Between

The Town of Seekonk

And

AFSCME Council 93

Local 1701

Public Safety Communications Civilian Dispatchers

And

Police Department Executive Assistants



Table of Contents

ARTICLE I - DEFINITIONS	3
ARTICLE II - RECOGNITION	3
ARTICLE III – MANAGEMENT RIGHTS	4
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.....	7
ARTICLE X – FAMILY, MEDICAL AND MATERNITY LEAVE	7
ARTICLE XI – SICK LEAVE.....	7
ARTICLE XII – FAMILY SICK DAYS.....	8
ARTICLE XIII – HOLIDAYS.....	8
ARTICLE XIV – VACATION.....	8
ARTICLE XV – WAGES.....	9
ARTICLE XVI – UNION REPRESENTATIVE.....	10
ARTICLE XVII – SEVERABILITY	10
ARTICLE XVIII – BULLETIN BOARD	11
ARTICLE XIX – DISCIPLINARY DOCUMENTS.....	11
ARTICLE XX – COURSE REIMBURSEMENT.....	11
ARTICLE XXI – HEALTH INSURANCE	11
ARTICLE XXII – NO STRIKE CLAUSE	12
ARTICLE XXIII – HOURS OF WORK	12
ARTICLE XXIV – SHIFT BIDS	13
ARTICLE XXV – SHIFT DIFFERENTIAL	14
ARTICLE XXVI – WORK NOTIFICATION PROCEDURE	14



ARTICLE XXVII - OVERTIME	14
ARTICLE XXVIII – LUNCH AND BREAK PERIODS	15
ARTICLE XXIX – SENIORITY	16
ARTICLE XXX – UNIFORMS	16
ARTICLE XXXI – LONGEVITY	17
ARTICLE XXXII – PERSONAL DAYS	18
ARTICLE XXXIII – COMPENSATORY TIME	18
ARTICLE XXXIV – TRAINING	19
ARTICLE XXV MILEAGE REIMBURSEMENT	19
ARTICLE XXXVI PERSONNEL REDUCTION AND LAYOFF	19
ARTICLE XXXVII USE OF TOWN RESCUE	19
ARTICLE XXXVIII INFECTIOUS/CONTAGIOUS DISEASE VACCINATION.....	19
ARTICLE XXXIX - DURATION OF AGREEMENT	20
ARTICLE XXXX – TRAINERS PAY	20
ARTICLE XXXXI – EMPLOYEE EVALUATIONS	20
ARTICLE XXXXII – DRUG TESTING	20



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, Technical & Administrative Assistant and the Executive Administrative Assistant to the Chief 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 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: The Union Steward and/or effected employee and the appropriate department head 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 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 3: If the grievant is dissatisfied with the appropriate department head's decision, 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 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 6: 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 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

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 Executive Administrative Assistant to the Chief of Police and 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 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.

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 Any 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

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.

ARTICLE XIV – VACATION

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

Years (Months) of Service	Vacation Days (Hrs) (Accrual Rate in Munis)
Years 1-5 (0-59)	Ten (10) Days (80 Hrs) (3.08 hrs/pay per. x26=80hrs)
Years 6-10 (60-119)	Fifteen (15) Days (120 Hrs) (4.616 hrs/pay per. x26=120hrs)
Years 11-15 (120-179)	Twenty (20) Days (160 Hrs) (6.152 hrs/pay per. x26=160hrs)
Years 16-20 (180-239)	Twenty-two (22) Days (176 Hrs) (6.768 hrs/pay per. x26=176hrs)
Years 20+ (240+999)	Twenty-five (25) Days (200 Hrs) (7.696 hours/pay per.x26=200hrs)



A probationary employee who has successfully completed the first six (6) months of the one (1) year probation period will be eligible to take the five (5) days of vacation time conditionally accrued during the probationary period. Employees may carry up to 10 days of vacation from one fiscal year to the next. In special circumstances, as determined by the Town Administrator, additional 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 May and shall remain posted for a period of ten (10) calendar days. Dispatchers shall have the ability to bid for vacation time for the period July 1st to the following June 30th 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 scheduled time becomes protected and dispatchers cannot be bumped from those dates, absent operational needs of the department. Dispatchers shall not be allowed to bid for more vacation time than they would accrue during the given time frames. 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:

- 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.
- 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.

Communications Civilian Dispatchers

As of July 1, 2017 (Fiscal Year 2018)	2.25% base salary increase
As of July 1, 2018 (Fiscal Year 2019)	2.25% base salary increase
As of July 1, 2019 (Fiscal Year 2020)	2.25% base salary increase

Administrative Assistants

As of July 1, 2017 (Fiscal Year 2018)	2.25% base salary increase
As of July 1, 2018 (Fiscal Year 2019)	2.25% base salary increase
As of July 1, 2019 (Fiscal Year 2020)	2.25% base salary increase

See Appendix A and B for said job descriptions

The job title of "Chief's Secretary" shall be reclassified to "Executive Administrative Assistant to the Chief of Police" and the job title of "Detective Secretary" shall be reclassified to "Technical & Administrative Assistant".

See Appendix C for Salary Tables

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 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.

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 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. *Technical & Administrative Assistant and Executive Administrative Assistant to the Chief of Police*

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 April** 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 May** and shall go into effect on the **first Sunday in the month of July**. 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)	\$1.50 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
- 3) Pool and other 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 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 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 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.

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.

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 Dispatch 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 Executive Administrative Assistant to the Chief of Police and 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 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

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 \$500.00 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 \$500.00 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 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

Effective July 1, 2018 all full-time Employees shall receive four (4) 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

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.

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.



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 XXV 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 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 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 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 XXXIX - DURATION OF AGREEMENT

This agreement shall be for a term of 36 months, commencing on July 1, 2017 and shall continue in effect to June 30, 2020, 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 XXXX - 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 XXXXI - 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 XXXXII - 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.



APPENDIX A

EXECUTIVE ADMINISTRATIVE ASSISTANT TO THE CHIEF OF POLICE

Job Summary:

Provide assistance to the Chief of Police with paperwork and routine administrative details. Participates and coordinates in maintaining departmental records including those required by state and federal law enforcement agencies.

Level of Responsibility:

Reports to the Chief of Police. Handles departmental correspondence including matters which might otherwise require the attention of the Chief or his designee for a specific departmental function. Use of extensive background to make frequent independent decisions relating to the day to day operation of the administrative office of the Chief of Police.

Major Duties:

1. Assist Chief of Police with preparation of department budget.
2. Assists the Police Chief in preparation of Policies & Procedures, Rules & Regulations for adoption by the Board of Selectmen.
3. Assists with grant applications with supporting documentation.
4. Process all invoices for payment pertaining to police department expenditures.
5. Maintain postage meter inclusive of ordering postage. Negotiating for contract for meter rental. Responsible for both outgoing and incoming mail.
6. Department records; process all public records requests.
7. Notify town insurance company and Finance Director of all department vehicle accidents, injuries, and file appropriate paperwork.
8. Responsible for maintaining and processing all incoming fees and deposits to the Treasurer's Office.



9. Initiate outgoing or respond to incoming correspondence and refer only unusual inquiries to the Chief of Police or his designee.
10. Maintain the department contracts file for all formal agreements, contacts and collective bargaining agreements, including employee contracts.
11. Maintain all department office employment applications, files, and background data for new employees.
12. Maintain departmental records, including medical, relating to all personnel.
13. Prepare all necessary documents and coordinate and arrange the preliminary medical, physical, and psychological evaluations for all new officers.
14. Prepare all documentation for new officers for police academy training. (When necessary)
15. Prepare and complete departmental payroll. Determine the amount of authorized change in the rate of a member due to career incentive credits earned or attainment of a salary increment.
16. Prepare, maintain and submit all necessary records and reports to the state relating to uniformed personnel's career incentives.
17. Provide the administrative details relating to the flow of correspondence from and to town agencies and state and federal agencies.
18. Oversees the issuing of auction and raffle permits.
19. Assists in scheduling appointments for the Chief of Police.
20. Assists the Police Chief in preparing for purchasing services and supplies pertaining to the department.
21. Assist with compiling Annual Inventory data to spreadsheets.
22. Type and laminate all Department Civil Employees Identification Cards.
23. Assist in interview sessions with potential new police candidates.
24. Attend all Department Staff Meetings. Take minutes and transcribe.
25. Assist firearms licensing authority with all First Issue Firearms. Complete all forms and 10 print cards to mail to Firearms Records Bureau. Input completed information for each LTC/FID in records system. Maintain payment ledger for all



related fees. File all folders of completed License to Carries and Firearms Identification cards. Provide general information on laws/requirements.

26. Assist Chief of Police with the annual department report.
27. Order all Police Department supplies.
28. Assist all officers with payroll problems and questions.
29. Prepare emails; add attachments as needed.
30. Scan documents for emailing or attaching to IMC files.
31. Maintain all confidential plates paperwork and renew as needed with the RMV.
32. Complete and mail paperwork for some residents to receive Blue Light permits.
33. Complete all paperwork for Civil Fingerprint submissions to DCJIS.
34. Such other duties as the Chief of Police may from time to time assign consistent with the nature of the position.



APPENDIX B

TECHNICAL & ADMINISTRATIVE ASSISTANT

Job Summary:

Responsible for daily technical phone support and administrative assistance to the Detective's, Prosecution, and all police personnel as required for the daily operations of the Seekonk Police Department.

Responsibility:

Perform general administrative duties including attendance at detective interviewing sessions, maintaining open and closed Detective's case files. Prepare letters as needed. Assist with phone messages, if needed. Make frequent independent decisions relating to daily departmental operations. Assist Detective Department As needed. Prepare monthly reports by closing dispatch records.

Specific Duties:

1. Assist Detectives with all types of documents and spreadsheets for departmental use.
2. Assist with Criminal Complaint Application Packages.
3. Assist with preparing all paperwork and mailings for confidential background checks for possible new officer candidates.
4. Proof confidential reports and scan documents on a daily basis as needed into reports in IMC.
5. Prepare photo arrays.
6. E-Mail mug shots and/or receive mug shots from Police Departments for the potential of photo arrays or comparisons.
7. Enter daily and file department issued traffic citations and parking tickets and assemble a report for the Chief of Police.
8. Prepare traffic citation Audit Sheets for Registry of Motor Vehicle and mail.



9. Prepare a monthly spreadsheet to the specific request of the Police Chief for an accurate summary of full time Patrol Officers' monthly performance of their duties.
10. Prepare monthly accident summary sheets in Excel for SRPEDD and distribute via e-mail.
11. Close monthly records for alarm billing and NIBRS data.
12. Prepare alarm billing in MUNIS.
13. Reconcile with Collector's Office for payments of Alarm Bills. (Request their outstanding detail billing report).
14. Download all pictures on patrol camera into reports in IMC.
15. Assist with SORB files and attend meetings with Detectives.
16. Assist officers when needed with witness statements and interviews.

Prosecution Office Duties:

1. Daily computer update of court case folders, along with maintaining open and closed court files.
2. Computer update of monthly citation payments from RMV and remove from holding area in Prosecution Office.
3. Assist with parking tickets.

Parking Tickets - Clerical Support:

1. Maintain department copies for payments.
2. Run outstanding and status reports and reconcile with collection agency monthly.
3. Enter and pay parking tickets in IMC.
4. Prepare forms for Registry clearing.



Additional responsibilities:

1. Responsible for maintaining department phone system. Programming extensions, correcting problems that arise, etc. Also, for Town Hall, Fire Dept., and Animal Shelter.
2. Perform projects and additional duties as requested by the Chief of Police.
3. Notary Public for the Police Department.
4. Vacation coverage for Executive Administrative Assistant to the Chief of Police in her absence.
5. Maintain logs and track department keys for lockers for officers.
6. Matron for the Seekonk Police Department.
7. Such other duties as the Chief of Police may from time to time assign consistent with the nature of the position.

Increases Based on Memorandums of Agreement Term: 7/1/17 - 6/30/20

APPENDIX C

Public Safety & Communications					
Title		FY17	FY18	FY19	FY20
Lead Dispatcher	Step	Rate	2.25%	2.25%	2.25%
(LEAD)	0	-	-	-	-
	1	21.78	22.27	22.77	23.28
	2	22.88	23.39	23.92	24.46
	3	23.97	24.51	25.06	25.62
Title		FY17	FY18	FY19	FY20
Dispatcher	Step	Rate	2.25%	2.25%	2.25%
(DISP)	0	19.47	19.91	20.36	20.82
	1	21.51	21.99	22.48	22.99
	2	22.60	23.11	23.63	24.16
	3	23.69	24.22	24.76	25.32
Title		FY17	FY18	FY19	FY20
Executive Administrative Asst to the Chief of Police	Step	Rate	2.25%	2.25%	2.25%
(CSEC)	0	18.65	19.07	19.50	19.94
	1	20.72	21.19	21.67	22.16
	2	21.82	22.31	22.81	23.32
	3	23.58	24.11	24.65	25.20
Title		FY17	FY18	FY19	FY20
Technical & Administrative Assistant	Step	Rate	2.25%	2.25%	2.25%
(DSEC)	0	18.41	18.82	19.24	19.67
	1	20.45	20.91	21.38	21.86
	2	21.54	22.02	22.52	23.03
	3	23.58	24.11	24.65	25.20



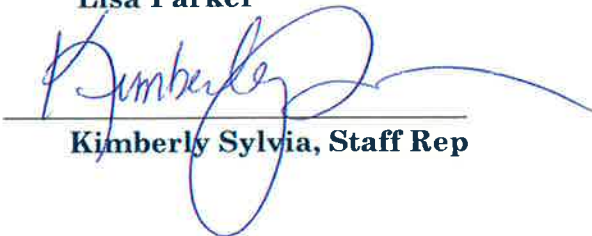
In WITNESS THEREOF, the Town of Seekonk, by its duly authorized Board of Selectmen and Local #1701, American Federation of State, County, and Municipal Employees AFL-CIO, by its duly authorized Officers, have caused this Agreement to be executed this 5th Day of March, 201~~9~~²⁰ to be effective the first day of July 2017.

LOCAL #1701


Kathrine Cardoza

Katherine K Cardoza

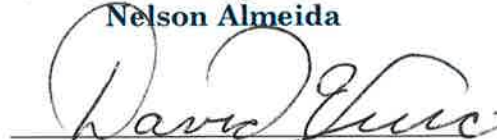

Lisa Parker


Kimberly Sylvia, Staff Rep

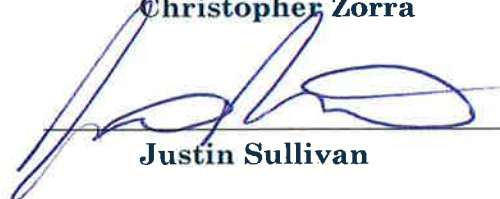
BOARD OF SELECTMEN


David J. Andrade


Nelson Almeida


David F. Viera


Christopher Zorra


Justin Sullivan

