

AGREEMENT
between
THE TOWN OF GREENFIELD, MASSACHUSETTS
and
THE GREENFIELD FIRE AND POLICE SIGNAL OPERATORS ASSOCIATION

This Agreement entered into by and between the Town of Greenfield, Massachusetts (hereinafter referred to as the “Town”) and the Greenfield Fire and Police Signal Operators Association (hereinafter referred to as the “Union”) has as its purpose, the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences arising between the Town and the Union concerning the terms of this Agreement; to set forth herein the basic Agreement covering wages, hours and other terms and conditions of employment to be observed between the Town, its employees, and their representative, and to provide the highest level of professional public safety services to the citizens of Greenfield.

EFFECTIVE DATE: JULY 1, 2012

EXPIRATION DATE: JUNE 30, 2015

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ARTICLE 1
UNION RECOGNITION

SECTION 1. The Town recognizes the Union for purposes of collective bargaining as the exclusive bargaining agent for the unit of all appointed Fire and Police Signal Operators, also known as Dispatchers, employed full-time, permanent part-time, and per diem by the Town, but shall not represent the Dispatch Manager and all other employees of the Town, whether or not specifically excluded, nor per diem Dispatchers unless they regularly work four (4) or more shifts per month.

SECTION 2. The Union, as the exclusive representative, shall have the right to act for and negotiate agreements covering all Fire and Police Signal Operators in the unit and shall be responsible for representing the interests of all such Dispatchers without discrimination and without regard to Union membership.

SECTION 3. The Union Negotiating Committee shall not exceed a total of four (4) members. All negotiating time shall be without pay. Those Committee members whose shift conflicts with negotiating time may request time off from duty without pay for the purpose of negotiating the terms of an Agreement, or supplement thereto. Such time will be limited to a maximum of one (1) employee from the same shift and a maximum of three (3) hours per tour of duty and will be submitted at least twenty-four (24) hours in advance for approval by the Dispatch Manager or his/her designated replacement. The members will not be disciplined, in any manner, for requesting and/or receiving time off.

ARTICLE 2
UNION RIGHTS

SECTION 1. No employee shall be removed, dismissed, discharged, suspended or disciplined except as provided by existing laws and the terms of this agreement.

SECTION 2. If a supervisor has reason to reprimand an employee, it shall be done in such a manner that it will not unduly embarrass the employee before the public or before other employees of the Dispatch, Fire or Police Departments.

SECTION 3. Whenever a report is submitted by an employee and such report reflects that the employee making said report has allegedly committed a crime, such alleged statements shall not be used to violate the constitutional protection against self-incrimination, and to cause a waiver of immunity for the purpose of prosecution; such alleged incriminating statements may be taken into account with reference to performance of said employee in the violation of his/her public trust; but under no circumstances shall they be used in any manner whatsoever as a waiver of immunity before a grand jury, court of law, or in any other court proceeding which would or could result in the sufferance of a penalty whether by fine, imprisonment, or both.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1. The Parties agree that the operation of the Dispatch Department of the Town of Greenfield, the supervision of the employees and of their work are the right of the Town alone and include, subject to the provisions of this Agreement, the making of reasonable rules to assure orderly and effective work, the making of work schedules; the determination of what and where duties will be performed, and of employees' competency; in compliance with other laws of the Commonwealth of Massachusetts, and the by-laws of the Town, hiring, transfer, promotion, demotion, layoff, discipline or discharge of employees for just cause without discrimination; and the right to discuss terms and conditions of employment with the employees and to inform them directly concerning matters or rights of the Town.

SECTION 2. Such rights, authority and obligations shall include, but are not limited to, the following:

- (a) To develop, alter, or abolish policies, practices, procedures and rules to govern the operation of the Dispatch Department and bring about discipline.
- (b) To determine work assignments and establish, alter or eliminate work schedules, locations or functions in accordance with municipal or departmental needs.
- (c) To recruit, select and determine the number and types of employees required.
- (d) To establish basic and in-service training programs and requirements for upgrading Dispatchers.
- (e) To take such measures as the Town may determine to be necessary for the orderly and efficient operation of the Dispatch Department.

SECTION 3. The above rights are solely and exclusively the prerogative of the Town, subject only to such limitations as are expressly provided for in this Agreement. If the exercise of said rights are not limited by this Agreement but are subject to impact bargaining by law, said exercise shall be delayed for up to thirty (30) days after notice to the Union of the proposed change and its opportunity for such negotiations.

ARTICLE 4
SCOPE OF BARGAINING

SECTION 1. The Town and the Union shall meet at reasonable times, including meetings in advance of the Town's budget-making process and shall negotiate in good faith with respect to wages, hours and any other terms and conditions of employment.

SECTION 2. This Agreement is subject to all applicable laws or regulations of the Commonwealth of Massachusetts, with both the Town and Union agreeing to negotiate

according to M.G.L. Chapter 150E, as amended, including decisions of the Massachusetts Ethics Commission, and the by-laws of the Town, and should any provisions of this Agreement be found to be in violation of the laws of the Commonwealth of Massachusetts, now in effect or enacted at a later date, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the Parties shall promptly meet on request of either Party or other authorized Parties in order to negotiate a proper provision to replace that provision which has been found to be in violation should such replacement be deemed necessary by either Party.

SECTION 3. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the Parties hereto unless made and executed in writing by said Parties.

SECTION 4. The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered a waiver or relinquishment of the right of the Town or of the Union to future performance of any such term or provision, and the obligations of the Union and the Town to such future performance shall continue.

SECTION 5. It is understood by the Town and the Union that all provisions of this Agreement which require that necessary appropriations be made and authorized by the Town Council are subject to said authorization and conditional upon the granting of said authorization by the Greenfield Town Council.

SECTION 6. For purposes of this Agreement, the following terms are defined:

- (a) Full-Time Dispatcher: A permanently appointed full-time employee of the Dispatch Department.
- (b) Permanent Part-Time Dispatcher: A permanently appointed part-time employee of the Dispatch Department.
- (c) Permanent Part-Time Dispatchers Under Twenty (20) Hours: A permanently appointed part-time employee scheduled for less than twenty (20) hours per week. These employees are not eligible for pro rata benefits.
- (d) Per Diem Dispatcher: Any person employed within the bargaining unit by the Dispatch Department on a call-in basis only.
- (e) Dispatch Supervisor: A permanently appointed full-time employee of the Dispatch Department, within the bargaining unit, who has been appointed to provide non-disciplinary administrative tasks in addition to regular dispatching duties.

ARTICLE 5
DISCRIMINATION

SECTION 1. Both Parties hereto agree that neither shall discriminate against any employee because of membership or non-membership in the Union.

SECTION 2. Both Parties agree to fully comply with all applicable laws or constitutional provisions prohibiting discrimination on grounds of race, color, creed, religion, sex, sexual orientation, age or national origin.

ARTICLE 6
SENIORITY

SECTION 1. The Dispatch Manager shall establish tours of duty for Dispatchers for the efficient operation of the Department. Subject to the procedures set forth in this Article, the Permanent Dispatchers covered by this Agreement shall have the right to select the tour of their choice, according to seniority; except, the Dispatch Manager shall retain the right, upon reasonable assessment standards, to reassign a Dispatcher when personal or marital conflicts impair or jeopardize departmental operations. Provided, however, that the grievance/arbitration procedure may be used by the Union on an expedited basis if the Dispatch Manager is alleged to have abused his/her discretion in such a reassignment.

SECTION 2. Seniority among Dispatchers for all intent and purposes shall be determined by the date of their respective appointments as permanent full-time members of the Greenfield Dispatch Department. Identical appointment dates shall be resolved by granting more seniority to the employee having the greater part-time service.

SECTION 3. If a permanent vacancy occurs within any given tour, by reason of promotion, reassignment, retirement, resignations, death, tour change or the initiation of new tours, that vacancy shall be set forth by the Dispatch Manager or his/her designee and made available for bidding by Dispatchers.

SECTION 4. All tours in the Department will be posted and made available for bidding twice a year. The tour changes will take effect on March 1 and September 1 of each year. The bidding will be posted by January 15 and July 15 and must be completed thirty (30) days later. If a vacancy opens between bidding periods, the Dispatch Manager may fill the vacancy with the least senior Dispatcher(s).

ARTICLE 7
HOURS OF WORK

SECTION 1. The work week schedule shall operate on a two-week rotation as follows:

First Week: Five (5) days of work and two (2) days off.

Second Week: Five (5) days of work and three (3) days off.
Thereafter: This cycle repeats itself continually.

Whenever possible, shift staffing will consist of a minimum of two (2) Dispatchers, assuming current operating conditions.

SECTION 2. Nothing contained in this Article shall be construed as limiting or restricting the power of the Dispatch Manager to keep Dispatchers on duty or to assign them to extra duty, at any time, in cases of actual emergency or unusual demand for dispatch services.

SECTION 3. The work day shall begin at the start of the normal eight (8) hour and ten (10) minute tour and last for twenty-four (24) hours thereafter.

SECTION 4. The work week shall begin on Sunday at 0700 hours, and end on Sunday at 0659 hours. This only applies to scheduling, not to payroll.

SECTION 5. The work tour shall be eight (8) hours and ten (10) minutes. Additional pay is not earned until an employee works beyond eight (8) hours and ten (10) minutes in a day or forty (40) hours and fifty (50) minutes in a regular work week.

SECTION 6. Dispatchers covered by this Agreement shall be afforded a twenty (20) minute paid lunch period which is included as part of their eight (8) hour and ten (10) minute shift. Alternatively, on twenty-four (24) hour notice, if possible, an employee may opt to take an unpaid thirty (30) minute lunch period at a time during the tour mutually agreed on with the Dispatch Manager.

SECTION 7. With the permission and approval of the Dispatch Manager, Dispatchers may opt to change the hours and days of the work week, provided any change in schedule does not incur any additional cost to the Town.

SECTION 8. Dispatchers may swap tours of duty within rank with a forty-eight (48) hour notice to the Dispatch Manager or his/her designee. It shall be the responsibility of the Dispatcher who agreed to the swap to perform the work and to complete the exchange within three (3) months. No such exchange shall result in the Town being obligated to pay overtime which would not have otherwise been required. The Dispatch Manager shall have the right to disallow a swap for good cause.

ARTICLE 8

WAGES

SECTION 1. Hourly wage rates for employees are as outlined in Appendix C, effective July 1, 2012; with 1.5% increase to wages effective July 1, 2012; 1.5% increase to wage rates effective July 1, 2013; and a reopener applicable to wages for fiscal year 2015 with the understanding that

there will be some increase to wage rates during that fiscal year within the range of no lower than one (1) percent and no higher than three (3) percent.

Employees eligible for the increases will be those employees in the bargaining unit who were employed in the bargaining unit at the time of the execution of the Collective Bargaining Agreement.

Step increases will normally take place on the employee's anniversary date of most recent hire. A Dispatcher shall spend no longer than one (1) year at any step except steps G and H. Step dates will be delayed by the length of time any employee was on unpaid leave during the prior year, except Military Leave, and such delay will change the employee's anniversary date accordingly.

SECTION 2. Upon appointment, an employee who has trained satisfactorily (or its equivalent certification) will be placed at the step commensurate with his/her years of full-time dispatch service, after successful completion of the probationary period.

SECTION 3. All employees covered by this Agreement, working the 3:00 p.m. to 11:00 p.m. shift, shall be paid twenty-four dollars (\$24.00) per week to be paid hourly. This figure will increase to \$25.00 per week for FY14 and \$26 per week for FY15

SECTION 4. All employees covered by this Agreement, working the 11:00 p.m. to 7:00 a.m. shift, shall be paid twenty-seven dollars (\$27.00) per week to be paid hourly. This figure will increase to \$28.00 per week for FY15 and \$29.00 per week for FY15.

SECTION 5. All employees covered by this Agreement, working the 7:00 p.m. to 3:00 a.m. shift, shall be paid twenty-five dollars (\$25.00) per week to be paid hourly. This figure will increase to \$26.00 per week for FY15 and \$27.00 per week for FY15.

SECTION 6. Night bonus "Shift Differential" shall be paid on a basis of a five (5) day work week, fifty two (52) weeks per year with the exception of vacation time and medical leaves in excess of one (1) month. A full-time employee working overtime shall also be paid any applicable shift differential for hours worked.

SECTION 7. Per diem employees may be paid at an hourly rate up to twenty percent (20%) higher than the rates set forth above, reflecting the absence of any paid time off, health insurance or other benefits.

SECTION 8. There shall be longevity increases on base pay of one and one-half percent (1.50%) for an employee with ten (10) years of service, such amount to increase to two percent (2%) after twenty (20) years of service.

SECTION 9. Dispatchers who are placed on call shall be paid fifteen dollars (\$15) per twenty-four (24) hour day on-call pay.

SECTION 10. The Dispatcher who is the senior ranking Dispatcher on a shift shall receive one dollar (\$1.00) per hour as "Senior Dispatcher" pay when working alone with a probationary employee. This shall not apply on a shift in which the Dispatch Manager is dispatching. A Dispatcher appointed as Training Officer shall receive two dollars and twenty-five cents (\$2.25) per hour when training a probationary employee.

SECTION 11. The position of Dispatch Supervisor shall be paid at ten percent (10%) above the H rate.

ARTICLE 9
OVERTIME

SECTION 1. Each employee shall receive one and one-half (1½) times his/her hourly rate for any time worked beyond his/her scheduled eight (8) hour and ten (10) minute tour.

SECTION 2. Subject to an emergency, employees shall have eight (8) hours off duty after working sixteen (16) straight hours.

SECTION 3.

- (a) For overtime hours, each employee may, by mutual agreement of the Dispatch Manager and the employee, receive pay at one and one-half (1½) times his/her base hourly rate, or at one and one-half (1½) times the hours accrued added to his/her Compensatory Time Account (CTA).
- (b) CTA may be accumulated to a maximum of one hundred (100) hours for each Dispatcher. Employees who reach this cap shall be paid for overtime hours. Any employee who presently has an excess of one hundred (100) hours shall have two (2) years from the date this Agreement is funded to use the excess hours, else it will be paid off by the Town or rolled over to the following year at the Town's option.
- (c) Requested use of CTA will be granted at times requested by the employee, but in no less than one (1) hour increments, unless authorized by the Dispatch Manager or designee, when a minimum of twenty-four (24) hours' request notice is given to the Dispatch Manager, or designee, and as follows:
 - (1) Regular contractual time-off plans shall take precedent over any CTA request.
 - (2) Requests will be granted on a "first come, first served" basis by date of request. Multiple requests submitted on the same date will be determined by departmental seniority.
 - (3) Requests of less than twenty-four (24) hours' notice may be granted at the discretion of the Dispatch Manager or designee.

- (4) It is recognized there may be occasions when a manpower or budget emergency as defined by departmental policy exists and a request may not be granted.
- (d) At the time of employment separation, time in an employee's CTA may be paid or may be used as early time off prior to the actual day of separation, at the employee's discretion; except, if the date of any Early Retirement Incentive (ERI) program would preclude time off in its entirety, any remaining balance shall be compensated as pay.

SECTION 4. Dispatchers who are called in early for duty, or recalled for duty, or on a scheduled day off shall receive a minimum of four (4) hours of pay.

SECTION 5. Employees required to attend training or educational programs approved by the Dispatch Manager or who are summonsed to attend a judicial, administrative or other legal proceeding for a matter arising out of the employee's official duty, at a time when they are not scheduled to work, shall have the option set forth in Section 3. Any witness fees received by the employee shall be provided to the Town. District Court attendance shall not be required of a Dispatcher on a regularly scheduled vacation as set forth in Article 13, Section 3(a), unless he/she is summonsed by the Defense or ordered by the Presiding Justice or as otherwise provided by law.

SECTION 6. Employees called to attend a judicial or administrative proceeding shall be compensated for a minimum of four (4) hours at one and one-half (1½) times the base hourly rate. If a Dispatcher is required to attend court on his/her day off or a pre-scheduled, normally bid vacation, that Dispatcher shall be compensated for a minimum of six (6) hours at one and one-half (1½) times the base hourly rate. Employees called in while off duty to a conference with the Dispatch Manager or his/her designee shall be compensated for a minimum of one (1) hour at one and one-half (1½) times the base hourly rate.

SECTION 7. When a Dispatcher is forced through a legally served subpoena, summons, etc. to travel outside the State of Massachusetts for reasons arising or connected with his/her employment as a Greenfield Dispatcher, he/she shall be compensated at an overtime hourly rate, beginning from the time he/she departs the Greenfield Police Station and up until the time he/she returns to the Greenfield Police Station. These costs will be the responsibility of the requesting agency and documents approving these costs prior to departure will be received by the Dispatch Manager. If overnight stays are required, see Article 9, Section 8. Until funds are received from the requesting agency, the Town will pay only regular pay and expenses under this Article, with the remaining due and owing payable upon receipt in the first payroll period the monies are received.

SECTION 8. If a Dispatcher complies with Section 7 and is required to go out of state and forced to spend overnight, he/she will be compensated at an overtime rate for sixteen (16) hours out of each day, if this matter takes place on the Dispatcher's regularly scheduled day off. The Dispatcher will be compensated for a minimum of eight (8) hours, if this matter takes place during the Dispatcher's regularly scheduled work day. Until funds are received from the

requesting agency, the Town will pay only regular pay and expenses under this Article, with the remaining due and owing payable upon receipt in the first payroll period the monies are received.

SECTION 9. Whenever the Department decides to fill a vacancy on a shift covered by a Dispatcher, created as a result of a Dispatcher's illness, vacation time, CTA, personal time or Workers Compensation, unless the length of the illness is known in advance to exceed ten (10) days, the option to fill that vacancy will be given first to full-time dispatchers covered by this Agreement.

SECTION 10. When a Dispatcher has to use his/her personal vehicle to attend an approved out-of-town, job-related meeting or court hearing, he/she shall be compensated for mileage at the Town mileage rate.

SECTION 11. A Dispatcher forced to work prior to his/her shift or forced to holdover beyond shift for regular staffing fill-in shall be exempt from another holdover or force-in on his/her next regularly scheduled tour. A Dispatcher may not be required to work more than four (4) hours on a forced holdover or force-in but may volunteer to do so. This Section does not apply to emergency callbacks.

SECTION 12. Any full-time Permanent Dispatcher who has been placed on leave, retirement or has been laid off shall be entitled to the provisions of Article 9, Sections 5 and 7 of this Agreement, but not to any other Article or Section. This does not include employees who have resigned or been lawfully terminated. Further, under no circumstances will said Dispatcher who is on a leave of any kind or on a layoff receive compensation under the aforementioned Article and Sections at any time after the two (2) year anniversary date of his/her leave or layoff. This pertains to compensation for required court appearances arising out of his/her prior employment as a member of the Dispatch Department.

SECTION 13. Roll call time shall be compensated at one (1) hour of overtime per week worked, and included in the base.

ARTICLE 10 **HOLIDAYS**

SECTION 1. The following will be considered paid holidays: (1) New Year's Day, (2) Martin Luther King's Birthday, (3) July 4th, (4) Veterans Day, (5) Christmas Day, (6) Presidents Day, (7) Patriots Day, (8) Memorial Day, (9) Labor Day, (10) Columbus Day, (11) Thanksgiving Day. All full-time employees will receive eight (8) hours pay for such holidays. Holiday pay hours for New Year's Day are from 3:00 p.m. on the Eve through 3:00 p.m. on New Year's Day. For Christmas, the holiday hours shall be 3:00 p.m. on the Eve through 11:00 p.m. on Christmas Day.

SECTION 2. The Dispatch Manager may require verification for any injury or sickness on major holidays and Christmas Eve and New Year's Eve. Dispatchers actually working on a holiday will receive straight time pay for the hours worked in addition to holiday pay, except that

Dispatchers actually working on a major holiday will receive one and one-half (1½) times their regular rate in addition to holiday pay. Major holidays shall include New Year's Day, July 4th, Labor Day, Thanksgiving and Christmas.

SECTION 3. For purposes of this Article, the holiday shall include the twenty-four (24) hour period commencing at 0001 hours on the holiday, except as otherwise provided in Section 1.

ARTICLE 11 **VACATIONS**

SECTION 1. To be eligible for vacation pay, an employee must have worked not less than one-hundred and fifty (150) days in the aggregate in the year prior to July 1. If the Town as of July 1 has employed such a Dispatcher, full paid vacation shall be granted according to the following schedule:

One day of vacation per complete calendar month of service from date of hire to his/her initial July 1. Upon their second July 1, and each July 1 thereafter, the employee will be granted six (6) days of vacation or the greater amount depending upon length of service as specified in this Section 1 schedule.

1 year to 5 years:	15 days (120 hours)
5 years to 10 years:	18 days (144 hours)
10 years to 15 years:	21 days (168 hours)
15 years and up:	25 days (200 hours)

SECTION 2. Permanent part-time Dispatchers will receive vacation on a pro rata basis as their part-time work relates to full-time hours. Whenever the employment of any employee subject to the provisions of this Section is terminated during a year by layoff, resignation, retirement or death, without his/her having been granted a vacation to which he/she is entitled under this Article, the employee, or, in the case of death, the estate, shall be paid at the regular rate of compensation payable at the termination of his/her employment, an amount in lieu of such vacation, provided that no monetary or other allowance has already been made thereto.

SECTION 3. Vacation periods shall be as follows:

- (a) Vacation time will be awarded by seniority in a bid process. Bidding shall occur twice per fiscal year. In March, Dispatchers will choose the days from July of the oncoming fiscal year through the end of December of that year that they wish to take off as vacation time. In September, Dispatchers will choose the days from January through the end of June of that fiscal year that they wish to take off as vacation time. If a Dispatcher chooses not to bid, that Dispatcher will be able to use vacation time; however, vacation time will only be awarded after all other Dispatchers have bid.
- (b) This schedule of vacation periods will become effective in the month of July.

SECTION 4. The Dispatch Manager shall cause to be posted a list of vacation periods as scheduled in Section 3 of this Article by the first day of the month in which bidding commences and remove it after the last day of bidding or after all Dispatchers have bid or declined to bid.

- (a) During this period of time, each employee shall select the desired vacation period from this list according to seniority and shall sign to the appropriate period.
- (b) The senior employee shall sign the vacation list within forty-eight (48) hours after the posting of the list. Thereafter, each employee by decreasing seniority shall sign within forty-eight (48) hours of the expiration of the preceding Dispatcher's time period. Dispatchers' days off or sick/injured days shall be excluded from the time limits. In the event that any Dispatcher fails to sign the vacation list within the prescribed time limits, he/she shall forfeit and yield to the next employee in order.

SECTION 5. All unused additional vacation time to which a Dispatcher is entitled shall be granted at the discretion of the Dispatch Manager. Vacation is to be taken in no less than one (1) day increments. At the request of the employee, the Dispatch Manager shall have the discretion to allow an employee to be paid for unused additional vacation time, at the straight time rate, without taking the time off, if the monies are available.

SECTION 6. All Dispatchers with unused vacation time can elect to place it in their CTA, if their balance allows, without exceeding capitation. In cases of remaining time left after transfer to CTA, such time shall either be paid in full or the employee may request immediate vacation time off if staffing permits, at the employee's discretion. The Union and the Town agree to make every effort to utilize as much vacation time during the year as possible. The payment or placement of any time in CTA will occur on the thirtieth (30th) day of June in each fiscal year, unless time off has been immediately scheduled that extends beyond that date.

ARTICLE 12 **SICK LEAVE**

SECTION 1. To be eligible for sick leave pay, an employee must have worked not less than one hundred (100) days in the aggregate in the year prior to the anniversary date of hire and subject to the following provisions:

An employee shall be credited with a maximum of fifteen (15) days of sick leave for each year worked, accrued monthly. Sick leave may be accumulated to an unlimited amount and, subject to the provisions of Section 3 of this Article and any other provisions pertaining thereto, may be used without limitations.

SECTION 2. Leaves of absence for reasons of illness will be granted to any employee known to be ill, when supported by a physician's note which will be considered satisfactory evidence of such illness. The physician must state the illness. While the employee is on a paid sick leave,

seniority will continue to accumulate to a minimum of one (1) year or the length of paid sick leave, whichever is greater. No unpaid absences for reasons of illness will be allowed or authorized until the employee's sick leave account is exhausted.

SECTION 3. Leaves of absence due to sickness shall be subject to the following rules:

- (a) Sick leave allowance shall be authorized only by the Dispatch Manager upon written application by the employee.
- (b) Each employee must notify the on-duty Senior Dispatcher promptly of any absence which is to be computed as sick leave.
- (c) The employee should notify the on-duty Senior Dispatcher before starting time on the first day of the absence regarding the intended absence, the anticipated length of absence and any subsequent change in the anticipated length of absence.
- (d) Disability incurred through the excessive use of intoxicating liquors and/or narcotic drugs shall be excluded from sick leave allowances except as provided for in the "Substance Abuse" section of this Agreement.
- (e) The Dispatch Manager may require satisfactory verification of any claim for sick leave. A physician's note will be considered satisfactory evidence of such illness. The physician must state the illness. Any unreasonable expenses incurred by an employee in complying with this requirement shall be borne by the Town.

SECTION 4. All employees, upon separation from the Department due to death, retirement under the state retirement law, or a layoff for more than three (3) months, shall receive a percentage of their unused accumulated sick leave, prorated to the date of said event, at their base pay rate, in a lump sum payment, using the following percentages:

20%	1,000 hours or less
22%	1,001 hours but less than 1,500 hours
23%	1,500 hours but less than 2,000 hours
24%	2,000 hours but less than 2,500 hours
25%	2,500 hours or more

ARTICLE 13

WORKERS COMPENSATION LEAVE

SECTION 1. Any employee covered by this Agreement shall be compensated while on Injured-Workers Compensation leave in accordance with M.G.L. Chapter 152, as amended. All rights and obligations under this law shall be determined by the Industrial Accident Board. The Town, without expense to the employee, may require the employee to be examined by a physician of the Town's choice, and will have the right to a complete report from such physician.

SECTION 2. While on Workers Compensation leave, an employee will be paid in accordance with M.G.L. Ch. 152. There shall be no deduction from pay for holidays falling within the leave period. Personal leave and vacation accrued at the time of injury will be restored upon returning to work.

SECTION 3. An employee absent from work because of any service-connected accident or injury shall be entitled to reinstatement upon approval of his/her application to return to work. An employee's rights to leave and reinstatement are to be determined under the above-cited law.

SECTION 4. An employee may draw sick leave from his/her accumulated bank and vacation time to make up the difference between Workers Compensation and his/her regular weekly wage in accordance with M.G.L. Ch. 152, Section 69.

ARTICLE 14 **BEREAVEMENT LEAVE**

SECTION 1. Leave for this purpose shall be granted from the day of the death, up to and including the day of the funeral. In the case of the death of a spouse, child, parent or grandparent, such leave shall include the day after the funeral. All such leaves shall be allowed for a death in the immediate family of the employee and shall not be charged against his/her sick leave.

SECTION 2. Immediate family, as defined in this Section, shall mean spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepsister, stepbrother, stepchild, grandparents or grandchildren of the employee or his/her spouse.

SECTION 3. To accommodate special relationships, employees may submit for departmental approval the names and relationship information of a "significant other" person which the employee wishes to be considered as immediate family for the purpose of this Article. There can be only one person in the "special relationship" category at a time. Such submissions, as well as the Town's approval or denial, shall be reasonable. "

SECTION 4. Additional time off may be allowed in reasonable circumstances at the sole discretion of the Dispatch Manager. Such circumstances may include, but are not limited to, a death or funeral in another state or abroad.

SECTION 5. Seniority shall accumulate during authorized bereavement leave.

ARTICLE 15 **FAMILY AND MEDICAL LEAVE**

SECTION 1. In compliance with the Town's policy to implement and administer the provisions of the Family Medical Leave Act (FMLA) of 1993, the Town and the Union agree the FMLA leave policy governs events such as:

- (1) the birth, adoption or foster care placement of a child and for care of that child;
- (2) the serious health condition of a spouse, child or parent of the employee;
- (3) the employee's own serious health condition.

Pursuant to the policy, all eligible employees are entitled to take up to twelve (12) weeks of unpaid family medical leave during a twelve (12) month period as provided for under the Town's FMLA policy definitions and procedures and in conjunction with:

- (1) as provided for under any applicable Time Off Plan contained elsewhere in this Agreement; and emergency leave of up to a maximum of seven (7) days per calendar year may be allowed for serious illness in the immediate family as defined in Bereavement Leave of the employee and shall be deducted from the employee's sick time account.
- (2) as outlined in the "Paid Leave and Benefits" section of the FMLA policy; and
- (3) any paid leave provided by this Agreement shall run concurrently with and not in addition to any unpaid leave.

SECTION 2. The Town and the Union hereby affirm and adopt the Massachusetts Small Necessities Act wherein employees are entitled to twenty-four (24) hours of unpaid leave time in addition to any FMLA leave. Any paid leave as provided elsewhere within this Agreement (Personal Leave) shall run concurrently with and not in addition to any unpaid leave. Such leave includes:

- (1) School activities involving the educational advancement of the employee's child;
- (2) To accompany the employee's child to a routine medical or dental appointment;
- (3) To accompany the employee's elderly parent (60 or older and related by blood or marriage) to routine medical or dental appointments or for appointments for other professional services related to the elder's care.

Employees are notified that all notifications, certifications and questions must be submitted to the Dispatch Manager.

SECTION 3. A pregnant Dispatcher shall notify the Dispatch Manager of her anticipated date of delivery. Said Dispatcher may be relieved of duty one (1) month prior to the anticipated date of delivery, or earlier, as prescribed by a physician, after consultation with the Dispatch Manager.

SECTION 4. Leave under the provisions of this Agreement which are eligible under the FMLA shall be regarded as both FMLA and contractual leave, and the more liberal of the provisions shall apply.

SECTION 5. An employee on an FMLA leave other than his/her own medical leave shall not be eligible for overtime shifts unless turned down by all others offered the shift.

ARTICLE 16
MILITARY LEAVE

SECTION 1. Any employee who is required to perform military duty with the Armed Forces of the Commonwealth under the provisions of M.G.L. Chapter 33, Section 54, or being required to serve an annual tour of duty as a member of a reserve component of the Armed Forces of the United States, shall be granted a military leave of absence as required by law, and shall have his/her military pay supplemented by the Town for up to fifteen (15) work days per year in the amount necessary to provide the employee with the total gross weekly income that he/she would have earned in Town employment, including Shift Differential and Incentive Pay if applicable.

SECTION 2. A military leave of absence without compensation shall be granted to any such employee called to active duty with the Armed Forces of either the Commonwealth or of the United States for purposes other than the military duty referred to in Section 1 of this Article.

SECTION 3. Seniority shall accumulate during service in the Armed Forces of the United States.

SECTION 4. A military leave of absence with compensation shall be granted to any such employee for the purpose of appearing before any board under the Selective Service Law or for any physical examinations under said Law, but no such leaves of absence shall be granted for a period of more than one (1) day without approval of the Advisory Board of Review.

ARTICLE 17
PERSONAL LEAVE

SECTION 1. Up to twenty-four (24) hours per year shall be available to each employee as personal leave. Personal time will be credited on July 1st in any year, or the pro-rata share as calculated by date of hire for new hires. Such leave may be taken at any time, subject to prior approval by the Dispatch Manager or his/her designee, but in no less than one (1) hour increments. Such leave shall be with full pay, pro-rated for part-time employees.

SECTION 2. Personal leave not used by June 30 in any fiscal year will be paid in the last payroll period in any fiscal year or be placed in the employees' CTA account.

ARTICLE 18
OTHER LEAVES OF ABSENCE

SECTION 1. Leaves of absence for good reason may be granted by the Dispatch Manager or his/her designee, and upon approval of the Mayor, at their discretion. Leave shall be without compensation and shall not exceed a period of one (1) year.

SECTION 2. Any benefit and seniority accruals shall cease during the period of leave.

ARTICLE 19
INSURANCE AND PENSION

SECTION 1. Employees who are eligible may participate in the group life, accidental death and dismemberment, and general hospital, surgical and medical insurance programs established under M.G.L. Chapter 32B.

SECTION 2. The Agreement on health insurance is set forth in Appendix "C," attached.

SECTION 3. The retirement system and pensions as provided under M.G.L. Chapter 32, as amended, shall be applicable to all eligible employees.

ARTICLE 20
UNIFORM ALLOWANCE

SECTION 1. The Department shall provide such uniform items as per the Dispatch Uniform and Professional Appearance Standards Policy, including insignia and name plates, or shall reimburse employees for their out-of-pocket uniform costs. Effective starting with this Agreement, there shall be a uniform allowance of \$300 per fiscal year.

SECTION 2. When any part of the required uniform becomes damaged, stolen or destroyed during or in the line of duty, it shall be replaced or repaired by the Town of Greenfield at no cost to the Dispatcher. The Dispatch Manager shall decide whether the item was damaged, stolen or destroyed during or in the line of duty, and whether the item was in need of replacement prior to the incident causing the loss.

SECTION 3. All purchases of required clothing and equipment must be of authorized issue and approved by the Dispatch Manager at his/her sole discretion.

ARTICLE 21
DUES DEDUCTION

SECTION 1. The Town agrees to deduct current monthly membership dues or service/agency fees from one weekly pay each month for any employee covered by this Agreement, who so

individually authorizes the Town, in writing on the following form, and promptly remits same to the Union:

CHECKOFF AUTHORIZATION

By: _____
(name of employee)

To: _____

Effective: _____
(date)

I hereby request and authorize you to deduct from my earnings each month, the amount of Union membership dues/service fees. This amount shall be paid to the Greenfield Fire and Police Signal Operators Association. These deductions may be terminated by me by giving a sixty (60) day written notice, in advance, to both the Town and the Union, or upon termination of employment.

SECTION 2. The Association agrees to and does hereby indemnify, defend and hold the Town harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the Town in reliance upon any information, list, notice, statement or authorization for the checkoff of Association dues delivered to the Town by the Association.

ARTICLE 22
NO STRIKE

SECTION 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, "sick-in," "sick-out," slowdown or withholding of services to the Town of Greenfield.

SECTION 2. The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services to the Town of Greenfield.

SECTION 3. In the event of a strike, work stoppage, slowdown or withholding of services to the Town of Greenfield, any employee participating in said action shall be subject to disciplinary action, including immediate dismissal.

SECTION 4. The Town agrees that it will not lock out or prevent employees from performing their regularly assigned duties.

ARTICLE 23
GRIEVANCE PROCEDURE

SECTION 1. There shall be a grievance procedure available to those employees who have completed their probationary period.

SECTION 2. As used in this Section, the word “grievance” shall be construed as meaning a complaint by the Union or by an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

SECTION 3. Should any difference or dispute arise between an employee or employees and a supervisor or the Town, an earnest effort shall be made to settle such difference or dispute immediately, as follows:

STEP #1: An employee with a grievance shall speak to the Dispatch Manager regarding the problem within fourteen (14) calendar days of the date he/she knew or should reasonably have known of the matter or issue. The Dispatch Manager shall make an effort, within that fourteen (14) days, to resolve the problem to the satisfaction of all the Parties. If, however, the employee is not satisfied, he/she shall present the grievance, in writing, to the Dispatch Manager no later than the fifteenth (15th) day. The Dispatch Manager shall then submit a written response within seven (7) days of receipt of the written grievance, a copy of which shall be sent to the grievant and to the Association.

STEP #2: In the event that the grievance remains unresolved, the Association shall present the grievance, in writing, within seven (7) days of receipt of the Dispatch Manager’s response to the Mayor. Within ten (10) days of receipt of the grievance a hearing shall be held before the Mayor. Within ten (10) days of the hearing the Mayor shall submit a written response, a copy of which shall be sent to the grievant and to the Association.

STEP #3:

- (a) In the event that the grievance remains unresolved, the Association shall notify the Mayor, in writing, that it intends to submit the grievance to arbitration. Such notice shall be served within ten (10) days after receipt of the Mayor’s decision or the expiration time fixed for such decision, whichever is later.
- (b) Upon the filing of such notice, the Parties will attempt to agree on an arbitrator. If no agreement is reached within ten (10) days of such notice, the Association must file for arbitration under the rules of the American Arbitration Association, unless the Parties have agreed to use the services of the Massachusetts Board of Conciliation and Arbitration.
- (c) The award of the arbitrator shall be in writing and shall state his/her findings of facts, reasoning and conclusion. The award shall be final and binding upon the Association, the Town and the grievant; provided, however, that nothing

contained therein shall be construed as prohibiting either Party from resorting to court relief from, or to enforce rights under any arbitration award. The expense of the arbitrator shall be borne equally by the Parties.

- (d) The arbitrator shall be without power or authority to make any award, the terms of which are not permitted directly or indirectly by law, charter or ordinance, or which are in conflict with the express provisions of this Agreement or any rules or regulations of the Greenfield Dispatch Department or any Retirement Board established by law.

SECTION 4. Choice of Remedy. In the event of a disciplinary action involving a suspension, discharge, removal or termination, and subsequent to a hearing before the Dispatch Manager, an employee may elect to appeal the said action to a court or other state or federal agency instead of arbitration. Such appeal shall be the exclusive remedy pursuant to the provisions of General Laws, Chapter 150E, Section 8, as amended. As a condition precedent to arbitration, the Union and the employee shall sign and give to the Town, on a form prepared by the Town, a waiver of any and all rights to appeal the disciplinary action to any other forum. The waiver shall include a declaration that no other review of the discipline has been commenced.

SECTION 5. Any grievance not processed within the time limitation provided herein shall be deemed to have been waived unless the grievant was precluded from compliance therewith by reason of being on medical leave due to mental or physical incapacity. Grievances shall be put in motion within fourteen (14) days of the event which gives rise to the grievance or it shall be considered null and void. If the grievant does not process the grievance within the time limits as set forth, it shall be considered as dismissed. If a decision is not rendered within the time limits as set forth, the grievance may proceed to the next step.

SECTION 6. In computing time limits set forth above, "days" shall mean calendar days. The time limits set forth in this Article may be extended by mutual agreement in writing.

SECTION 7. The Association may be represented by a Grievance Committee of not more than three (3) individuals to be designated by its Executive Board. Said Grievance Committee and/or the grievant may attend any meetings or hearings provided for herein. Both the Union and the grievant shall have the right to be represented by counsel of their own selection during the entire grievance procedure.

SECTION 8. During the one-year probationary period for newly-hired employees, no discipline or discharge of the employee shall be subject to the grievance and arbitration procedure set forth in this Article.

ARTICLE 24 **MISCELLANEOUS**

SECTION 1. Any rule or regulation pertaining to the Greenfield Dispatch Department shall be discussed and explained with this bargaining unit prior to its implementation.

SECTION 2. Each employee will be indemnified by the Town of Greenfield against any action taken by individual provided the Dispatcher is acting within the scope of their employment. Requests for indemnification by an employee for liability incurred in the performance of duty shall be granted or denied in accord with applicable law.

SECTION 3. Each Dispatcher shall be allowed up to two (2) days per year to attend seminars, courses or other training-related events related to professional performance without loss of pay, said days to be scheduled with the mutual agreement of the Dispatch Manager and the Dispatcher. The Dispatch Manager shall have the discretion to pool unused days for the use of other Dispatchers. All courses require advance approval by the Dispatch Manager.

SECTION 4. Each Dispatcher must reside within Forty (40) miles of the Town.

SECTION 5: There shall be a six (6) month trial period for a newly created position of Relief Dispatcher. Operational and pay issue relating to this position are in accordance with the attached MOA.

ARTICLE 25 **SUBSTANCE ABUSE**

SECTION 1. The purpose of this policy is to establish the fact that the Town and the Association agree that the workplace must be a drug-free environment in accordance with the Drug-Free Workplace Act of 1988, to protect the health and safety of its employees and the general public, and to maintain efficiency, productivity and economy of operations. The main emphasis of the program, as it relates to an employee admitting to a confirmed problem of alcoholism or drug dependency, is to provide a single counseling and rehabilitation opportunity for the employee to keep his/her job, unless the seriousness of misconduct, negligence or absenteeism by the employee outweighs this purpose.

SECTION 2. In the event that an employee reports to work or at any point during his/her work shift and gives the appearance of or exhibits behaviors of, or in which there are reasonable grounds for believing or suspecting an employee may be under the influence of either alcohol or illegal drugs, as determined by the reasonable suspicion standard provided herein, the employee may be removed from duty and required to undergo drug and/or alcohol testing.

SECTION 3. Testing Procedures Non-DOT/CDL:

- (a) Except under Subsection (j) or in the case of applicants for employment in the bargaining unit (as to whom the Association claims no jurisdiction), no drug testing shall be permitted on a random or universal basis except as herein provided. Testing of employees shall only be permitted when there is reason to suspect drug or alcohol use and that this suspected use has, is or will be affecting

job performance. Immediate alcohol testing shall be permitted based upon the reasonable suspicion standard herein provided.

- (b) Prior to any testing for drugs (other than alcohol), the Town will provide the employee and the Association with a written report evidencing reasonable suspicion. The employee or Association may ask that a department head or director or a mutually agreed-upon health professional review such report and decide whether or not testing shall proceed. If this review procedure is not completed by the end of the next full calendar day after the report is given to the Association and the employee, the testing will be done and the results held back from release until the appeal is decided.
- (c) The credibility of sources of information, whether by tip or informant, the reliability of submitted information, the degree of corroboration, the results of Town inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion. The following are representative but not all-inclusive examples of such circumstances:
 - (1) An employee deemed impaired or incapable of performing assigned duties.
 - (2) An employee experiencing excessive vehicle or equipment damage, or any vehicle accident involving significant damage or injury to any person.
 - (3) An employee exhibiting behavior inconsistent with previous performance. An employee exhibiting irritability, mood swings, nervousness, hyperactivity or hallucinations.
 - (4) An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.
- (d) The employee shall be provided with a test sample at the time drug testing is conducted. Drug testing to be performed is to be of the more expensive and accurate nature, so as not to subject the employee to the stress and embarrassment of a possible false positive result from the less expensive test.
- (e) The following information shall be provided an employee directed to undergo a drug test:
 - (1) A copy of the testing program procedures.
 - (2) A description of the sample gathering protocol.
 - (3) A list of the tests to be used.
 - (4) The name and location of the laboratories to be used.
 - (5) The test results in writing with an explanation of what the results mean.

- (f) The Parties shall ensure the confidentiality of the testing process and results. Access to information about the test shall be limited to the employee and only members of management and Association officials with a compelling need for this information.
- (g) Except as to a grievance that the Reviewer has not followed the procedure outlined in this Article, the decision of the Town to require alcohol or drug testing shall be final and binding and not subject to the grievance and arbitration procedure. The test sample taken from the employee shall be secured by the Town physician, the nurse practitioner or a testing laboratory designated by the Town. Failure to provide the test sample as directed will result in disciplinary action.
- (h) In cases of post-accident or “reasonable suspicion” testing based at least in part upon misconduct or negligence of the employee, it is agreed that the Town may regard such misconduct or negligence as separate ground for possible discipline/discharge, subject to “just cause” principles.
- (i) It is the intention of this Article that a non-probationary employee who is found to test positive in the drug screening shall be treated within the Employer/employee relationship. It is incumbent upon the employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal includes a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed if the employee has no other accrued leave available, pursuant to FMLA. The employee shall be expected to comply with all the requirements and such regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.
- (j) The employee agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.
- (k) In the case of a positive test result, the Town’s financial responsibility is to pay for the initial test and one “return to work” test if allowed; all other testing shall be the financial responsibility of the employee. In the event a split sample test yields a negative result, the Town shall pay for the split sample test.
- (l) Within any ten (10) year period of his/her employment, the Town will give an employee who has a positive test one and only one chance to return to work, and this opportunity does not exist in (a) refusal to test situations, (b) where a second incident takes place during the re-testing period before the employee is allowed to

return to regular duty, or (c) in any case where a test is given in connection with conduct by the employee that causes or results in or created a serious threat of serious bodily injury or substantial damage to property, or rises to the level of conduct in reckless disregard of safety. This provision does not require the Town to discharge an employee or in any manner reduce the discretion of the Town as to exercise of its rights as established in this Agreement.

ARTICLE 26
DURATION

SECTION 1. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement.

SECTION 2. Therefore, subject to Section 3 and Section 3 of Article 3, the Town and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

SECTION 3. This Agreement will include a reopener on health insurance for the life of the contract, recognizing that health insurance costs are a significant and rising expenditure and liability to the Town's annual budget. The Union will continue to cooperate with other Unions and the Town through the Insurance Advisory Committee.

SECTION 4. The Association recognizes that the Town shall not be obligated to provide any of the benefits set forth in this Agreement, or comply with any of its provisions, in the absence of the applicable Town Council approval. The Employer, however, shall be obligated to seek Town approval and shall exercise its best efforts to obtain approval.

SECTION 5. This Agreement shall remain in effect through June 30, 2010. It shall automatically renew itself from year to year thereafter unless either Party shall give written notice to the other Party by January 5th or any subsequent January 5th that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 18th day of October, 2013.

FOR THE TOWN OF GREENFIELD:

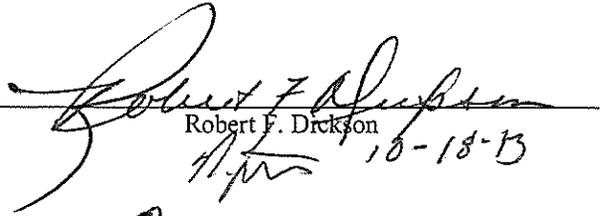
FOR THE GREENFIELD FIRE AND
POLICE SIGNAL OPERATORS
ASSOCIATION:



Mayor

10-18-13

Date



Robert F. Dickson
10-18-13

October 17, 2013

Date

APPENDIX A

***MEMORANDUM OF UNDERSTANDING
NEW HIRES***

The Town of Greenfield and the Association agree that if trained Dispatchers are hired by the Town, the Town may give the Dispatcher credit on the wage scale for his/her Dispatcher service, as though it had been for the Town of Greenfield. Such credit shall not extend to seniority rights.

– End of Memorandum –

APPENDIX B

MEMORANDUM OF UNDERSTANDING MISCELLANEOUS

- (1) The Town may implement bi-weekly pay requirements provided that implementation of bi-weekly pay shall commence with payment of two (2) weeks' pay, and is conditioned on all other Town (non-School) bargaining units also going to bi-weekly pay. Bi-weekly pay will be a subject of negotiation for a successor contract if not implemented during the life of this contract.
- (2) It is agreed that during the duration of the Agreement, the right of first refusal to overtime will be relaxed so that the Town may fill up to two (2) shifts per month by the manager or a per diem dispatcher at straight time.

– End of Memorandum –

APPENDIX C

DISPATCHER WAGE SCALE

July 1, 2012 to June 30, 2013

Grade D Step	Hourly	Weekly
A	\$15.55	\$621.96
B	\$16.45	\$657.85
C	\$17.45	\$697.96
D	\$18.36	\$734.28
E	\$19.07	\$762.99
F	\$19.81	\$792.54
G	\$20.42	\$816.61
H	\$21.47	\$858.84

H Step after completion of the seventh
(7th) year of dispatch service

July 1, 2013 to June 30, 2014

Grade D Step	Hourly	Weekly
A	\$15.78	\$631.29
B	\$16.69	\$667.72
C	\$17.71	\$708.43
D	\$18.63	\$745.29
E	\$19.36	\$774.43
F	\$20.11	\$804.43
G	\$20.72	\$828.86
H	\$21.79	\$871.72

H Step after completion of the seventh
(7th) year of dispatch service

July 1, 2014 to June 30, 2015

Grade D Step	Hourly	Weekly
	TBD	TBD

H Step after
completion of the
seventh (7th) year
of dispatch
service

