THE TOWN OF BELCHERTOWN

AND

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

LOCAL R1-045

COLLECTIVE BARGAINING AGREEMENT

(Dispatchers Unit)

July 1, 2019 - June 30, 2022
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PREAMBLE

This agreement made entered into on July 22, 2019, between the Town of Belchertown, hereinafter referred to as the “Town,” and the International Brotherhood of Police Officers, on behalf of all Belchertown full-time and regular part-time dispatchers, hereinafter referred to as the ‘Union.”

ARTICLE 1
RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time dispatchers employed by the Town of Belchertown, but excluding all managerial, confidential, and casual employees, and all other employees of the Town of Belchertown.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The Town will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management regarding the operation and direction of the Town in all of its various respects including, but not limited to, the following:

a. The hiring, appointment and promotion, including the determination of qualifications and requirements for the position or promotion;

b. The direction, control, training and supervision and evaluation of all employees, including the establishment of evaluation instrument, the frequency of evaluations and conducting of the evaluation;

c. the determination, interpretation and change of job descriptions;

d. the institution of technological changes or the revising of processes, systems or equipment from time-to-time;

e. the creation and change of shifts, including the establishment and change from time-to-time of shift times and the determination of the number of shifts and the changing of the number of shifts;
f. the increase, diminishment, change or discontinuation of operations in whole or in part, including the regionalization of the dispatch functions;

g. the transfer of employees, including, without limitation, the choice of which employees will be transferred, the duration of such transfer(s) and where the employees will be transferred to;

h. the assignment of duties and work assignments including the change of duties and work assignments from time-to-time;

i. the scheduling and enforcement of working hours;

j. the assignment of shifts and to change the shift assignment from time-to-time;

k. the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called;

l. the granting and scheduling of leaves;

m. the discipline, suspension, discharge or demotion of employees;

n. the layoff due to lack of funds or of work, or for any other reason;

o. the relief of employees due to the incapacity to perform duties for any other reason;

p. the right to require an alcohol and drug testing subject to Supreme Judicial Court precedent regarding drug testing;

q. the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time-to-time as the Town deems necessary;

r. the determination of the style, color, items and standards of the uniform worn or used by employees;

s. the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Town;
t. the determination of the level of services to be provided;

u. the determination of employee classifications;

v. the subcontracting of work;

w. the alteration, addition or elimination of existing methods, equipment facilities or programs;

x. the determination of the location, organization, number and training of personnel;

y. the assignment to work sites, including the change of work sites from time-to-time;

z. the assignment and requirement of overtime; and

aa. the determination of whether goods should be leased, contracted or purchased and the Town will have the right to invoke these rights and make such changes in these items as the Town in its sole discretion may deem appropriate without negotiation with the Union, except to the extent expressly abridged by a specific provision of this Agreement.

2.2 During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

2.3 Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Town, shall be final and binding and shall not be subject to grievance provisions of this Agreement.

ARTICLE 3
DUES CHECK-OFF

3.1 Town shall deduct regular Union dues in the amount stated by the employee, from the employee’s regular paycheck for each month. The amounts deducted shall be sent to the Union office with a roster. The Town will, at the same time, notify the Union of the names and addresses of any new employees and the names of the employees leaving
Town employment. The deduction of dues shall be in accordance with approved Town procedures.

3.2 The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

ARTICLE 4
PROBATIONARY EMPLOYEE; JUST CAUSE

4.1 All full-time employees upon initial appointment to a bargaining unit position shall serve a six (6) month probationary period, which may be extended by the Town in its sole discretion for up to six (6) months. Part-time employees, upon initial appointment to a bargaining unit position, shall serve a probationary period equal to 130 8-hour shifts, which may be extended by the Town in its sole discretion for another 130 8-hour shifts; provided that the probationary period for part-time employees shall not exceed one year. An employee separated during the probationary period shall have no recourse to the grievance procedure.

4.2 Employees who have successfully completed the probationary period, as it may have been extended by the Town, shall not be disciplined, demoted, suspended or discharged except for just cause. The discipline, demotion, suspension or discharge of an employee shall not be subject to Article 24, Grievance and Arbitration Procedure; provided, no grievance pertaining to oral or written warning may be processed beyond Step 4 (i.e., oral and written warnings may not be arbitrated).

4.3 The Town will notify the employee and the Union as the employee’s status on or before the expiration of the employee’s probationary period (i.e., the employee will be terminated, the employee’s probationary period will be extended or the employee has successfully completed the probationary period).

4.4 A part-time employee who has completed the probationary period under Section 4.1, and who subsequently accepts full-time employment during his/her continuous term of employment will not be required to serve a new probationary period and shall have no recourse to the grievance procedure.
ARTICLE 5
NO STRIKE

5.1 No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

5.2 The Union agrees that neither the Union nor any of its officers, agents, or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy stroke or withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

5.3 The Union agrees further that should any employee or group of employees covered by this Agreement engage in any job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

5.4 Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

5.5 The Town may, in addition to the remedies under Chapter 150E of the General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.

ARTICLE 6
HOURS OF WORK, SHIFT BIDDING & OVERTIME

The Police Chief shall establish the work schedule for the Department, subject to the following provisions:

A. HOURS OF WORK

6.1 Full-time dispatchers covered by this Agreement will be scheduled to work forty (40) hours per week based on a schedule of five (5), eight (8) hour work days.
6.2 The schedules of part-time dispatchers shall be arranged and administered by the Chief or his designee.

6.3 The Chief may temporarily reassign a dispatcher from the 1st shift to the 3rd shift to accommodate attendance at mandated training sessions from time-to-time.

B. SHIFT BIDDING

6.4 Shifts shall be established by the Police Chief. Shifts shall be bid on the basis of seniority. Each dispatcher shall have twenty-four (24) hours to make their selection after being notified. If a dispatcher is away, or otherwise unavailable, the Union Steward may make the selection for the dispatcher, and will be given access to the shift selection list. A message left on the dispatcher’s cell phone or home phone shall be considered as notified. Dispatchers may call in their selection by phone to the Chief of Police or his designee. If a dispatcher does not sign or call in their selection within twenty-four (24) hours of notification, the list will continue to the next dispatcher and he/she will move to the bottom of the list. Once a dispatcher makes a selection, it is final. As a general rule, shift bidding shall be conducted in the months of April and October to be effective with the first pay period after May 1st and November 1st, respectively. The Police Chief may change the shifts structure at any time; provided it gives the Union 30-days’ notice and provided, further, that an interim shift bid shall take place that will be effective until the next semi-annual shift bid. The Police Chief retains the right to change shift assignments if, in his discretion, he deems it to be in the best interest of the Department.

C. OVERTIME

6.5 The Town shall pay one and one-half (1 ½ times) the regular hourly rate for all hours actually worked in excess of forty (40) hours in any one week. Overtime shall be based on time actually worked. Paid vacations, holiday, personal and sick leave shall be considered as time actually worked.

6.6 When the Police Chief or his designee has determined that a shift will be filled by a dispatcher on an overtime basis, the Police Chief or his designee will offer that overtime to dispatchers as follows: Part-time dispatchers shall be offered overtime opportunities first before being offered to full-time dispatchers.1 A refusal to accept an overtime shift will not count as overtime worked. This will not apply when the Town determines that

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1 Nothing in this Agreement shall interfere with the Town’s ability to use non-bargaining unit employees to fill dispatcher shifts in a manner that does not conflict with this Agreement.
it will best serve the efficient operation of the Department to have the dispatcher from the immediately preceding shift work the shift pursuant to Section 6.7 below.

Notwithstanding any other provisions of this Agreement, the Police Chief or his designee retains the right to require employees to work overtime. The Police Chief or his designee will make reasonable efforts to get a dispatcher to work an overtime shift voluntarily before forcing a dispatcher to work overtime. Part-time dispatchers will not be required to miss their full-time job to perform duties unless no full-time dispatchers are available.

6.7 Dispatchers may be held over after the end of their shift. In the event of a holdover, a dispatcher maybe request that the holdover shift be split into two 4-hour increments. In the event of such a request, the Town will attempt to order in the dispatcher from the next shift to split the burden of the holdover or call in another dispatcher to cover the second half of the shift. If the Town is not able to reach the dispatcher scheduled to work the next shift or another dispatcher, the dispatcher being held will be required to be held over to work the full holdover shift. No dispatcher will be required to be held over to work a full third shift, but may have to remain until a dispatcher can be ordered in to provide relief when the need to holdover into the third shift is unexpected, e.g., due to sick leave call or emergency request for personal leave.

6.8 In lieu of overtime to be paid under Section 6.5 above, an employee may request that the Chief grant compensatory leave (at a rate of 1 ½ hours per hour worked). The Chief may grant or deny the request, provided an employee may not accumulate more than 24 hours of compensatory leave at any time. All compensatory leave must be used in the fiscal year in which it is earned. Compensatory leave will be scheduled by the Chief in accordance with the operational and staffing needs in the Department. Unused compensatory leave will be paid out at the end of the fiscal year in which it was earned (or upon separation from employment).

ARTICLE 7
SHIFT SWAPS

7.1 Employees may be allowed to swap based on the following conditions:

7.1.1 The Department does not assume any responsibility for compensating a dispatcher who voluntarily agrees to swap shifts. Shift swaps must be requested and approved by the Chief or his designee 72 hours in advance and shall only be approved on a time-to-time basis. Extra hours worked by a dispatcher as a result of a shift swap shall not be used to determine eligibility for overtime, compensation time or any other benefit. All swaps must be completed within a four (4) week period and may not result in overtime liability to the Town.
7.1.2 Dispatchers may swap shifts subject to the prior approval of the Police Chief or his designee. Any dispatcher who has agreed and been approved to work another dispatcher’s shift and who fails to report for duty at the appropriate time shall be subject to disciplinary action. If such dispatcher is authorized to be absent, the dispatcher shall be charged with the appropriate category of leave.

7.1.3 A dispatcher may not swap more than four (4) shifts every calendar month.

ARTICLE 8
LAYOFF AND RECALL

8.1 The Town may lay off employees. The Town shall determine from which classification(s) employees shall be laid off. Within each classification, the Town shall determine which employee shall be laid off on the basis of seniority. The layoff of an employee shall not be subject to the grievance procedure. In addition, the determination of the necessity of layoffs, the number of employees to be laid off, the filling of vacancies, and the reassignment of employees as a result of a reduction-in-force are essential elements of management and as such are not subject to the grievance process.

8.2 Employees who are laid off shall be eligible for recall from layoff for one (1) year. The Town shall retain the right to determine from which classifications employees, if any, shall be recalled from layoff on the basis of seniority. The recall of employees from layoff is an essential element of management and as such is non-grievable and is not subject to the grievance process. An employee who is offered the opportunity to be recalled from layoff must advise the Town of his/her decision to accept the opportunity within five (5) working days.

ARTICLE 9
SICK LEAVE

9.1 Sick Leave. All regular full-time and eligible part-time dispatchers covered by this Agreement shall be eligible for sick leave with pay as follows:

9.1.1 Sick leave with pay shall be earned at the rate of 1 ¾ days per month of full-time employment during the first year of employment and thereafter to a maximum accumulation of 180 days. Accruals for part-time employees shall be prorated. Accumulation in excess of 180 days shall be forfeited.

9.1.2 Absences on account of sickness in excess of that authorized under this section, or for personal reasons not provided herein may, at the discretion of the Police Chief, be charged to vacation with the approval of the employee.
9.1.3 For the protection of the Town, the Police Chief may require the presentation of a doctor’s certificate in connection with a claim for sick leave, and may send a doctor to investigate any absence alleged to be caused by illness. If such a certificate is not filed with the Police Chief after request thereof, such absence shall not be chargeable to sick leave.

9.1.4 Subsequent certificates may be required at the discretion of the Police Chief, before or at the time of returning to work to determine of the employee is physically fit. If such a certificate is not filed with the Police Chief after request thereof, such absence shall not be chargeable to sick leave.

9.1.5 Employees having sick leave credit who are injured on the job and receiving workers’ compensation shall, upon request, be granted such sick leave allowance payment that, when added to the amount of the workers’ compensation, result in the payment to them of their full salary in accordance with the provisions of Chapter 152 of the General Laws. The total dollar value in work days shall be charged to sick leave credits accordingly.

9.1.6 If an employee has to call out for a scheduled shift they are required to phone the Police Chief of his designee a minimum of three (3) hours prior to the start of the shift. Only the Police Chief or his designee is allowed to receive and accept a call out. If the Police Chief or his designee cannot be reached by cell phone, home phone or office line, the employee will leave a message on the cell phone voicemail and call the Department to notify the dispatcher on duty.

9.1.7 An employee who calls out sick or goes home sick during a shift shall not be allowed to work overtime for a period of 24 hours following the shift for which sick leave was taken.

9.2 **Sick Leave Buyback.** All regular full-time and eligible part-time employees who meet the following qualifications shall receive $9 per day for up to 180 days of unused accumulated sick leave in Belchertown

9.2.1 Employees must be retiring (i.e., filing for retirement to take effect immediately following the employee’s separation from employment) after 15 years of service with the Town of Belchertown.

9.2.2 Employees must have at least 100 days of unused accumulative sick leave; and

9.2.3 Employees must advise the Police Chief at least 60 calendar days in advance of his/her intention to retire, unless retirement is for medical reasons or is directly related to a reduction of the work force.
9.3 *Family Sick Leave.* The Town may grant not more than five (5) days of sick leave per year to an employee who must personally provide care to a seriously ill member of the employee’s immediate family or household member, living in the employee’s actual household on a permanent basis. Such leave shall be subtracted from the employee’s sick leave account.

9.3.1 Sick leave for this purpose may not be granted unless such a report is made to the Police Chief, or his designee, in accordance with Section 9.1.6, except in case of extreme emergency. In cases of extreme emergency, notice shall be given as soon as possible.

9.3.2 The provisions of Section 9.1.2, 9.1.3 and 9.1.7 shall apply to request for Family Sick Leave.

9.4 *Sick Leave Bank.* There shall be a Sick Leave Bank available to bargaining unit members who have exhausted their individual sick, vacation and personal leave accruals for legitimate, prolonged personal illness that cause either consecutive or frequent, but intermittent absences from work. The Sick Leave Bank shall be subject to the following rules and procedures:

9.4.1 The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of two Union representatives and two management representatives to be selected by the Union and the Town, respectively.

9.4.2 Each bargaining unit member shall have deducted from their annual sick leave accrual three (3) days of sick leave as of the first day of each fiscal year beginning July 1, 2012, unless the sick leave bank has reached its maximum balance. Employees who do not have three (3) days of sick leave available on any given July 1st will have their next sick leave accruals directed to the Sick Leave Bank by the Town.

9.4.3 The Sick Leave bank shall have a maximum balance of 120 days.

9.4.4 Request for leave from the Sick Leave Bank shall be made in writing to the Town Administrator, who will convene a meeting of the Sick Leave Bank Committee to determine whether to approve the request. Any requirement for a note supporting the need for sick leave or the FMLA leave, if applicable, shall also apply. The Sick Leave Bank Committee will not act on a request for sick leave from the Sick Leave Bank until any such requirements have been met and the leave of absence has been approved.

9.4.5 In determining whether to grant the request, the Sick Leave Bank Committee may consider any factors it deems relevant including, but not limited to, the circumstances of the employee’s illness, medical documentation supporting the request, the employee’s prior sick leave use, the duration of the employee’s employment, the expected duration and/or frequency of the employee’s absence, the hardship to the
employee and the availability of other income replacement benefits (e.g., short-term or long-term disability insurance).

9.4.6 The Sick Leave Bank Committee may deny a request if the employee does not provide any requested documentation.

9.4.7 Rather than granting or denying a request, the Sick Leave Bank Committee may elect to grant the employee’s request in part (e.g., award 15 days of sick leave when 30 has been requested), and may consider the employee’s regular schedule in determining how many days to award. No individual may receive more than 30 days of sick leave from the Sick Leave Bank in any 12-month period.

9.4.8 Employees receiving workers’ compensation benefits shall not be eligible for sick leave from the Sick Leave Bank.

9.4.9 All decisions of the Sick Leave Bank Committee are final and are not subject to the grievance and arbitration procedure.

ARTICLE 10
VACATION

10.1 All regular full-time employees and eligible part-time employees shall be eligible for vacation leave to be credited as follows:

- Less than and including 5 years’ completed service as of the employee’s anniversary date of the month: 5/6 day per full calendar month employed during that twelve-month period.

- More than 5 through and including 10 years’ completed service as of the employee’s anniversary date of the month: 1 ¾ days per full calendar month employed during the twelve-month period.

- More than 10 years’ completed service as of the employee’s anniversary date of the month: 1 2/3 days per full calendar month employed during the twelve-month period.

- More than 20 years’ completed service as of the employee’s anniversary date: add 1 day per year over 20 years to a maximum of 25 days at 25 years.

10.2 All leave accruals are prorated for part-time employees.

10.3 Vacation leave shall be granted by the Police Chief at such time as in his/her opinion will cause the least interference with the regular work of the Department.
10.4 Vacation leave should be used prior to the employee’s next anniversary date. Vacation leave may be accumulated for two years with the prior written permission of the Police Chief. Any accumulated vacation not taken prior to the granted extension will be forfeited.

10.5 Upon separation from employment, employees will be paid for any accrued but unused vacation.

10.6 Upon death of an employee eligible for vacation leave, payment shall be made to estate or heirs of the deceased for his/her accrued vacation.

ARTICLE 11
HOLIDAYS

11.1 After 30 calendar days of employment, all full-time and eligible part-time employees shall receive holiday pay for the following holidays:

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<thead>
<tr>
<th>New Year’s day</th>
<th>Veterans’ Day</th>
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<tr>
<td>Martin Luther King Day</td>
<td>Thanksgiving Day</td>
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<td>Presidents’ Day</td>
<td>Day after Thanksgiving</td>
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<td>Patriot’s Day</td>
<td>½ Day before Christmas</td>
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<tr>
<td>Memorial Day</td>
<td>Christmas Day</td>
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<tr>
<td>Independence Day</td>
<td>½ Day before New Years</td>
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<tr>
<td>Labor Day</td>
<td>Floating Holiday</td>
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<td>Columbus Day</td>
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11.2 Holiday leave shall be prorated for part-time employees.

11.3 The Town expressly reserves the right to call in employees to meet its operational needs or in the event of an emergency.

11.4 An employee that is required to work on a holiday shall be paid at 1 ½ times his/her base hourly rate for all hours actually worked in addition to his/her holiday pay. In the alternative, an employee that is required to work on a holiday may, with the approval of the Police Chief, receive a special holiday leave for each eight hours worked. Special holiday leave earned for working on a holiday must be used in the same fiscal year in which it was earned.
ARTICLE 12
BEREAVEMENT LEAVE

12.1 Employees shall have up to four (4) consecutive calendar days of leave for time necessarily lost, without loss of pay, in the event of a death in the employee’s immediate family, namely, husband, wife, son, daughter, father, mother, brother or sister.

12.2 Employees shall have up to three (3) consecutive days off for time necessarily lost, without loss of pay, in the event of the death in the employee’s family, namely, grandfather, grandmother, mother-in-law or father-in-law.

12.3 Employees shall have one (1) day off for time necessarily lost, without loss of pay, in the event of death of the employee’s brother-in-law, sister-in-law, aunt or uncle.

12.4 The days of this bereavement leave shall be reduced or not allowed if the period of funeral leave occurs while the employee is on vacation, on sick leave or other leave of absence.

12.5 The employee must notify the Police Chief, or his designee, of a bereavement leave request.

12.6 Bereavement leave shall be used for the purpose of attendance at funeral and official mourning.

12.7 For the purposes of this Article, the terms “son,” “daughter,” “father,” “mother,” “sister,” “brother” and “grandparent” shall include “step” relations.

12.8 The Town may require verification of the death of the relation for whom bereavement leave has been granted.

ARTICLE 13
PERSONAL LEAVE

13.1 All permanent full-time and eligible part-time employees shall be eligible for three (3) aid of personal leave during the fiscal year. An employee wishing to take a personal leave day shall request permission from the Police Chief at least 48 hours in advance, except in emergencies.

13.2 Personal leave may not be accumulated and no payment shall be made at separation from employment for unused days.
13.3 A regular full-time or eligible part-time employee may earn one (1) additional day of personal leave per year if he/she has used five (5) or fewer days of sick leave during the previous fiscal year.

ARTICLE 14
UNPAID LEAVES OF ABSENCE

14.1 After one (1) year of employment, full-time and eligible part-time employees may apply for an unpaid personal leave of absence of up to ninety (90) days. Request for a leave of absence must be made in writing to the Police Chief or his/her designee for his/her approval at least thirty (30) days before the desired leave date. The Police Chief will forward a response to the employee within two (2) weeks of submission of the request. Emergency leave may be approved on a shorter notice. The Town shall have the sole discretion to approve a leave of absence. Paid leave shall not accrue on a leave of absence.

14.2 Any employee who is granted a leave of absence that extends beyond the period covered by his/her last deduction form pay for health benefits will be given the opportunity to continue health coverage to the extent available under COBRA.

ARTICLE 15
MILITARY LEAVE

15.1 Any employee who is a member of a reserve military force who is ordered to attend military training or to perform other military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any fiscal year.

15.2 The Town shall pay an employee on military leave for training the difference between any pay received for such military duty and the employee’s regular hours and base rate of pay for up to seventeen (17) days in any fiscal year in accordance with G.L. c. 33, § 59.

15.3 Employees will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 16
JURY DUTY LEAVE

16.1 An employee who shall be required to serve on a jury on days he/she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his/her base wages for the first three days, or a part thereof, of such juror service,
at his/her regular straight time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee’s base wages for a period of up to 14 days.

16.2 Any employee required to serve on any federal jury on days he/she is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee’s base rate for a period of up to 14 days.

16.3 An employee seeking compensation on accordance with this section shall notify the Police Chief after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount juror compensation received.

ARTICLE 17
FAMILY AND MEDICAL LEAVE: PARENTAL LEAVE

17.1 The Town shall provide family and medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Town’s FMLA Policy. (See Attached FMLA Policy.)

17.2 The Town shall provide parental leave in accordance with Massachusetts Parental Leave Act (M.G.L. c. 149, Section 105D).

ARTICLE 18
SMALL NECESSITIES LEAVE ACT

The Town shall provide leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, §52D (SNLA) and the Town’s SNLA Policy.

ARTICLE 19
UNION BUSINESS

The Town will allow the union steward a reasonable amount of time during working hours to process grievances, provided doing so does not interfere with the operations of the Department. This provision shall not entitle the union steward to any additional compensation to process grievances during his/her non-working hours.
ARTICLE 20
HEALTH AND LIFE INSURANCE

20.1 The Town agrees to provide health and life insurance in accordance with G.L. Chapter 32B.

20.2 The Town shall have the right to change healthcare providers and plans without bargaining with the Union. The Town shall, however, give the Union as much notice as is practicable of any such change.

20.3 The parties agree that the Town/employee contribution rate for both HMO and indemnity plans shall change to 70/30, effective July 1, 2016.

ARTICLE 21
WAGES & SHIFT DIFFERENTIAL

21.1 Employees shall be compensated in accordance with Addendum A to this agreement, which shall provide for two percent (2%) base wage increases effective on July 1, 2019, July 1, 2020 and July 1, 2021. Individuals employed by the Town for all or part of the duration of this Agreement, but who are not so employed as of the date of appropriation shall not be eligible for retro pay of any increased economic benefit.

21.2 Bargaining unit members shall continue to be eligible to participate in the Town’s merit pay system that allows employees to earn up to two steps for excellent performance when funds are appropriated.

21.3 Employees shall be evaluated by the Chief of Police, or his designee based on the Performance Appraisal System for Non-Except, Non-Supervisory Positions, and as contained in the Uniform Performance Criteria System (“UPC”) as attached hereto, unless otherwise provided for in this Article.

21.4 Six months following the employee’s anniversary date, The Chief of Police, or his designee, will make an advisory appraisal of the employee’s performance based on the first six (6) months of the employee’s anniversary year and meet directly with the employee to discuss the appraisal.

21.5 At the close of the employee’s anniversary the Chief of Police, or his designee, will conduct an annual appraisal (i.e., an appraisal of the employee’s performance for the full 12-month period) and again meet the employee to discuss the appraisal. Any step increase that results from the completion of the employees’ annual performance evaluation shall be retroactive to the employee’s anniversary date.
21.6 A second level review by the Town Administrator or his/her designee, will take place immediately following completion of the annual review by the Chief of Police, or his designee. The second level reviewer may point out inconsistencies, ask for more justification, or require additional meetings between the Chief of Police, or his designee, and the employee in order to clarify or reassess certain facts.

21.7 There shall be a shift differential of $.50 per hour paid to employees who work the second shift and a $.75 per hour paid to the employees who work the third shift for all hours actually worked (i.e., the differential is not paid to employees assigned to the second or third shift for periods of paid leave such as vacation, personal and sick leave).

21.8 Effective upon appropriation, any dispatcher who is APCO certified and assigned by the Police Chief to the primary dispatcher to train a new dispatcher shall receive additional compensation in the amount of $5.00 per shift spent actually training the new dispatcher. This amount shall be prorated for any partial shift spent training the new dispatcher.

ARTICLE 22
LONGEVITY

22.1 All full-time employees will be eligible for longevity increments as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
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<tr>
<td>After 10 years</td>
<td>$850.00</td>
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<td>After 15 years</td>
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<tr>
<td>After 20 years</td>
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</table>

22.2 The longevity increments will be paid on the anniversary date of each employee on an annual basis. Any person who voluntarily leaves the employment of the Town or who is terminated for a period longer than 90 days and is rehired shall be considered a new employee for the purpose of this Article.

ARTICLE 23
CLOTHING ALLOWANCE

23.1 All employees covered by this Agreement who are required to wear uniforms while on duty shall, in each fiscal year, receive an allowance for the purchase of uniforms and authorized equipment. Payment for uniforms purchased shall be by invoices or through a purchased order and are subject to the prior approval of the Police Chief.
23.2 For a part-time employee to be eligible to receive the uniform allowance, the employee must work a minimum of 180 hours per fiscal year.

23.3 Full-time employees will be eligible for an annual clothing allowance of $400. Part time employees, subject to Section 23.2 above, will be eligible for an annual clothing allowance of $250.

ARTICLE 24
GRIEVANCE AND ARBITRATION PROCEDURE

24.1 For purpose of this Article, a “grievance” will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement provided, however, that any matter reserved to the discretion of the Town by the terms of this Agreement, or arising before the date of this Agreement, will be subject to this grievance procedure nor construed as being grievable.

24.2 The Town and the Union understand that the grievance procedure is designed as a procedure for prompt resolution disputes. Therefore, no grievance may be commenced more than five (5) days after the occurrence of the incident or event upon which the grievance is based.

24.3 All grievances will be handled in accordance with the grievance procedures set forth in this Article. References to periods of days in this Article will not include Saturdays, Sundays, or holidays. A representative of the Union may accompany the employee in any meeting with a Town representative concerning a grievance.

Step 1. Within five (5) days of the event giving rise to the grievance, the employee or the Union shall file a grievance, in writing, with the Police Chief, with a copy to the Town Administrator. The grievance will contain; (a) a concise statement of the facts; (b) a citation of applicable contract language, which shall include the Article and section of the Agreement under which the grievance arises; (c) the specific provisions of the Agreement that allegedly have been violated; and (d) the remedy sought. The date the grievance is submitted to the Police Chief will constitute the commencement date of the grievance. The Police Chief will meet with the employee and attempt to settle or adjust the grievance. If a satisfactory settlement or adjustment cannot be reached, the Police Chief will submit a written decision, to the local Union President, within ten (10) days of receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1 or answered by the Police Chief within the time limit set forth above, the employee or the Union may appeal the grievance, in writing, to the Town Administrator with a copy to the Police Chief, not later than five (5) days from the date the Police Chief’s response was due. The Town Administrator will
respond to the grievance, in writing, to the local Union President, within fifteen (15) days after the date of receipt of the appeal.

**Step 3.** If the grievance is not resolved at Step 2 by the Town Administrator within the time limit set forth above, the employee or the Union may appeal the grievance, in writing, to the Board of Selectmen with a copy to the department head and the Town Administrator, not later than five (5) days from the date the Town Administrator’s response was due. The Board of Selectmen, in its sole discretion, may elect to meet with the employee or the Union to discuss the grievance or may rule on the grievance without any meeting. The Board of Selectmen shall respond to the grievance, in writing, to the local Union President, within thirty (30) days after the date of receipt of the appeal.

**Step 4.** In the event that the grievance is not satisfactorily resolved at Step 3, the Union or the Town may, by written notice to the other, request arbitration within five (5) days after the reply of the Board of Selectmen is due. The Union and the Town shall attempt to agree on an arbitrator. If the Union and the Town fail to agree on an arbitrator within seven (7) days after notice of arbitration has been given, the Union or the Town may file a demand for arbitration with the American Arbitration Association within seven (7) days after the seven (7) day window for the parties to try to agree upon a mutually agreeable arbitration, and an arbitrator shall then be selected in accordance with the applicable rules of said American Arbitration Association.

24.4 The award of the arbitrator shall be final and binding upon all parties.

24.5 The arbitration process shall be subject to the following conditions:

a. The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him/her by agreement of the parties.

b. The arbitrator shall not render a decision contrary to state or federal law.

c. Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the Town.

d. Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

e. Grievances may be settled without precedent at any stage of this procedure.
f. The arbitrator shall decide any disciplinary cases based upon the preponderance of the evidence standard of proof.

24.6 The Union’s failure to initiate any Step within the appropriate time limit shall result in barring the grievance.

24.7 The failure of the Police Chief, the Town Administrator or the Board of Selectmen to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the procedure. Only the Town or the Union may move the matter to arbitration.

24.8 The time limit set forth in this Article may be extended by mutual agreement of the parties.

24.9 The Town may also process grievances under the grievance procedure.

ARTICLE 25
CONDITIONS OF EMPLOYMENT

25.1 Employees covered under this Agreement will meet the training and certification requirements for the items specified below, with training provided by the Town:

   a) E-911 Certification
   b) CPR certification each year
   c) First-aid as required under the first responder law
   d) Emergency medical dispatch
   e) CJIS
   f) Any in-service or training assigned by the Chief

25.2 When an employee is on Town business “out of Town”, his/her meals shall be paid for according to the following: $23.00 for breakfast/lunch OR $51.00 for breakfast/lunch/dinner if training is all day/night or overnight accommodations have to be made.

25.3 Part-time employees will be required to work at least 100 hours per fiscal year as a condition of employment. Failure to work at least 100 hours per fiscal year will be grounds for termination in the sole discretion of the Town without recourse to the grievance and arbitration procedure.
ARTICLE 26
RESIDENCY

26.1 All full-time bargaining unit members must reside within 10 miles of the geographic boundary of the Town of Belchertown; provided the Board of Selectmen, upon a request of the Chief of Police, may waive this requirement as it, in its sole discretion, deems in the best interest of the Town.

ARTICLE 27
SAVINGS CLAUSE

27.1 If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

ARTICLE 28
STABILITY OF AGREEMENT

28.1 No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

28.2 The failure of the Town or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Town and the Union to such future performances will continue in full force and effect.

ARTICLE 29
NON-WAIVER CLAUSE

29.1 The parties acknowledge that during the negotiations which preceded 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and
unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 30
DURATION

30.1 This Agreement will be effective from July 1, 2019 except as otherwise provided for, and will remain in full force and effect until June 30, 2022 and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than one-hundred twenty (120) days prior to the expiration date set forth above or any subsequent year in which this Agreement shall remain in effect.

This Agreement is subject to ratification by the Union and by the Board of Selectmen of the Town of Belchertown, and shall be subject to appropriation by the Town Meeting.

The duly authorized representatives of the Town of Belchertown, the public employer, and the Union for the employees of the bargaining unit described herein hereby execute this Agreement on behalf of the Town and the Employees this 22nd day of July, 2019.

TOWN OF BELCHERTOWN
BOARD OF SELECTMEN

Edward G. Boscher, Chair
Gail L. Gramarossa, Vice Chair
Jen M. Turner, Clerk
Brenda O. Aldrich, Member
Nicholas J. O’Connor, Member

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (Dispatchers Unit)

Jim Bartolomei, National Representative
Michael E. Neiford

Date: 7/25/19
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INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (Dispatchers Unit)

Jim Bartolomei, National Representative

Michael E. Nefford

Date: 7/25/19

Date: 7/22/19
## ADDENDUM A

### WAGE SCHEDULE
7/1/19-6/30/22

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|-------|      |      |      |
| **GRADE 5** |      |      |      |
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| Step 2 | 20.63 | 21.04 | 21.46 |
| Step 3 | 21.51 | 21.94 | 22.38 |
| Step 4 | 22.36 | 22.81 | 23.26 |
| Step 5 | 23.23 | 23.69 | 24.17 |
| Step 6 | 24.18 | 24.66 | 25.16 |