

AGREEMENT
Between
THE CITY OF GREENFIELD, MASSACHUSETTS
and
THE GREENFIELD FIRE AND POLICE SIGNAL OPERATORS ASSOCIATION
IBPO LOCAL R1-036

This Agreement entered into by and between the City of Greenfield, Massachusetts (hereinafter referred to as the "City") 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 City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences arising between the City 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 City, 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, 2024

EXPIRATION DATE: JUNE 30, 2027

TABLE OF CONTENTS
By Article

	Page
ARTICLE 1 Union Recognition	1
ARTICLE 2 Union Rights	1
ARTICLE 3 Management Rights	1
ARTICLE 4 Scope of Bargaining.....	2
ARTICLE 5 Discrimination.....	3
ARTICLE 6 Seniority.....	4
ARTICLE 7 Hours of Work	4
ARTICLE 8 Wages.....	5
ARTICLE 9 Overtime	7
ARTICLE 10 Holidays	10
ARTICLE 11 Vacations.....	10
ARTICLE 12 Sick Leave.....	12
ARTICLE 13 Workers Compensation Leave.....	14
ARTICLE 14 Bereavement Leave.....	14
ARTICLE 15 Family and Medical Leave.....	15
ARTICLE 16 Military Leave.....	15
ARTICLE 17 Personal Leave.....	16
ARTICLE 18 Other Leaves of Absence	16
ARTICLE 19 Insurance and Pension.....	16
ARTICLE 20 Uniform Allowance	16
ARTICLE 21 Dues Deduction.....	17
ARTICLE 22 No Strike	18
ARTICLE 23 Grievance Procedure.....	18
ARTICLE 24 Miscellaneous	20
ARTICLE 25 Substance Abuse	21
ARTICLE 26 Relief Dispatcher	21
ARTICLE 27 Emergency Staffing Shortages.....	22
ARTICLE 28 Duration	23
APPENDIX A Memorandum of Understanding: Miscellaneous.....	25
APPENDIX B Dispatcher Wage Scale	26
APPENDIX C Reopener	27

TABLE OF CONTENTS

By Subject

Subject	Articles(s)/Section(s)	Pages
Bereavement Leave.....	14	14
Call Back.....	9 § 4	8
Childbirth Leave.....	15 § 1	14
Discipline (Union Rights).....	2	1
Discrimination.....	5	3
Dues Deduction.....	21	17
Duration.....	28	23
Emergency Staffing Shortages.....	27	22
Family Medical Leave.....	15	15
First Refusal on Vacancies.....	9 § 9	8
Grievance Procedure.....	23	18
Holidays Paid.....	10	10
Hours of Work.....	7	4
Insurance and Pension.....	19	16
Management Rights.....	3	1
Military Leave.....	16	15
Miscellaneous.....	24	20
Negotiating Committee.....	1 § 3	1
No Strike Clause.....	22	18
Other Leaves of Absence.....	18	16
Overtime.....	9	7
Paid Lunch.....	7 § 6	5
Personal Leave.....	17	16
Personal Vehicle Use.....	9 § 10	9
Probationary Period.....	23 § 8	20
Relief Dispatcher.....	26	21
Reprimands.....	2 § 2	1
Residency.....	24 § 4	20
Rules and Regulations Implementation.....	3	1
Scope of Bargaining.....	4	2
Seniority.....	6	4
Senior Dispatcher.....	8 § 10	6
Shift Bids.....	6 § 4	4
Shift Differential.....	8 § 6	6
Sick Leave.....	12	12
Shift Swap.....	7 § 8	5
Substance Abuse Procedure.....	25	21
Training.....	9 § 5	8
Training Time.....	24 § 3	20
Uniform Allowance.....	20	16
Union Dues.....	21	17
Union Recognition.....	1	1
Union Rights.....	2	1
Vacations.....	11	10
Wages.....	8	5
Work Day (Defined).....	7 § 3	5
Workers Compensation Leave.....	13	14

ARTICLE 1
UNION RECOGNITION

SECTION 1. The City 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 by the City, but shall not represent the Police Chief or their designee and all other employees of the City, whether or not specifically excluded.

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 Police Chief or their designee or their 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 Communications, 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 their 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 Communications Department of the City of Greenfield, the supervision of the employees and of their work are the right of the City 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 ordinances of the City, 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 City.

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 Communications 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 City may determine to be necessary for the orderly and efficient operation of the Communications Department.

SECTION 3. The above rights are solely and exclusively the prerogative of the City, 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 City and the Union shall meet at reasonable times, including meetings in advance of the City'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 City and Union agreeing to negotiate according to M.G.L. Chapter 150E, as amended, including decisions of the Massachusetts Ethics Commission, and the ordinances of the City, 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 City 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 City or of the Union to future performance of any such term or provision, and the obligations of the Union and the City to such future performance shall continue.

SECTION 5. It is understood by the City and the Union that all provisions of this Agreement which require that necessary appropriations be made and authorized by the City Council are subject to said authorization and conditional upon the granting of said authorization by the Greenfield City 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 Communications Department.
- (b) Per Diem Dispatcher: Any person employed by the Communications Department on a call-in basis only.
- (c) Dispatch Supervisor: A permanently appointed full-time employee of the Communications Department, within the bargaining unit, who has been appointed to provide non-disciplinary administrative tasks in addition to regular dispatching duties. The Dispatch Supervisor will assist the Police Chief in matters relating to the job performance of the dispatchers, as well as the implementation of Policies, Standard Operating Procedures, General orders and Directives. All disciplinary decisions will be made by the Chief or designee.

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. The Parties recognize their obligations under the Massachusetts Fair Employment

Practices Act and other relevant laws which provide employees with rights to be free from unlawful discrimination based on factors such as age, race, and gender. Any claim that the City or a City management employee or official has violated these rights shall be pursued exclusively through procedures established under State and Federal laws for the vindication of these rights.

ARTICLE 6

SENIORITY

SECTION 1. The Police Chief or their designee 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 Police Chief or their designee 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 Police Chief or their designee is alleged to have abused their 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 Communications 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 Police Chief or their 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 Police Chief or their designee may fill the vacancy with the least senior Dispatcher(s).

SECTION 5. Dispatchers who are on training status may not be allowed to bid a shift on any posted shift bid until such time that their training status has ended. At the completion of the training status, an emergency shift bid will be posted. If this emergency shift bid occurs within forty-five (45) days of a regularly scheduled shift bid as required in Section 4 herein, the regularly scheduled shift bid will be cancelled.

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 Police Chief or their designee 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.

SECTION 7. With the permission and approval of the Police Chief or their designee, 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 City.

SECTION 8. Dispatchers may swap tours of duty within rank with a forty-eight (48) hour notice to the Police Chief or their 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 City being obligated to pay overtime which would not have otherwise been required. The Police Chief or their designee 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 B, effective first full pay period in March 2025, a one-time \$1,500 stipend for FY25 to each dispatcher that has completed probationary period by the end of February 2025; 3% COLA to wage rates effective July 1, 2025; and 3% COLA to wage rates effective July 1, 2026.

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. In the case of any retroactive pay, said retro will not be processed and paid until the collective bargaining agreement is ratified by the union and approved by the city to include appropriation by the city council.

Step increases, if eligible will take place effective July 1st of each fiscal year rather than on employee's anniversary date of hire. No step increase shall be retroactive or take effect unless the Dispatcher has spent the maximum time of one year in grade for their step. A Dispatcher shall spend no longer than one (1) year at any step except step D. Stepping will be delayed by the length of time any employee was on unpaid leave during the prior year, except Military Leave. (For the initial July 1, 2025 Step, all employees will step except for those who stepped within the three (3) months previous to July 1, 2025, or those on probation. New hires will be awarded for both the completion of the six (6) month probationary period and the fiscal year step (July 1st), using the later date (i.e. new hire on 4/8/25 would not step until 10/7/25 when the six (6) month probationary period ends, and is the later date of the two; New hire 11/6/24 would not step until 7/1/25 as the fiscal year is the later date of the two.)

SECTION 2. There shall be a six (6) month probationary period for new hires. If a probationary employee is dismissed, for any reason, during their probationary period, said dismissal is not covered under the Parties' grievance procedure. Upon appointment, an employee who has trained satisfactorily (or its equivalent certification) will be placed at the step commensurate with their years of full-time emergency dispatch service, after successful completion of the training period and verification from their previous employer(s) is received by Human Resources. The City of Greenfield and the Association agree that if trained Dispatchers are hired by the City, the City may give the Dispatcher credit on the wage scale for their Emergency Dispatcher service, as though it had been for the City of Greenfield. Such credit shall not extend to seniority rights. New hires shall provide Human Resources verification no later than thirty (30) days following their initial date of employment with the City. New hires who fail to provide verification within the first thirty (30) days of their initial employment, will receive an adjustment effective upon receipt of verification with no retro adjustment back to date of hire. It is the responsibility of the employee to ensure that they provide verification to Human Resources if they wish to have the step commensurate with their experience applied after their training is completed.

SECTION 3. All employees covered by this Agreement, working the 3:00 p.m. to 11:00 p.m. shift, shall be paid thirty-five dollars (\$35.00) per week to be paid hourly for FY22. This figure will increase to thirty-six dollars (\$36.00) per week for FY23 and thirty-seven dollars (\$37.00) per week for FY24, and forty-seven dollars (\$47.00) per week effective July 1, 2025.

SECTION 4. All employees covered by this Agreement, working the 11:00 p.m. to 7:00 a.m. shift, shall be paid forty-five dollars (\$45.00) per week to be paid hourly for FY22. This figure will increase to forty-six dollars (\$46.00) per week for FY23 and forty-seven dollars (\$47.00) per week for FY24, and fifty-seven dollars (\$57.00) per week effective July 1, 2025.

SECTION 5. All employees covered by this Agreement, working the 7:00 p.m. to 3:00 a.m. shift, shall be paid thirty dollars (\$30.00) per week to be paid hourly for FY22. This figure will increase to thirty-one dollars (\$31.00) per week for FY23 and thirty-two dollars (\$32.00) per

week for FY24.

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. There shall be longevity increases for employee's hired after January 1, 2007. The longevity shall have an annual cap of \$800.00 after ten (10) years of service and paid on an annual basis. For employees hired after March 1, 2024 there shall be no longevity.

SECTION 8. Dispatchers who are placed on call shall be paid fifteen dollars (\$15) per twenty-four (24) hour day on-call pay.

SECTION 9. When a dispatcher is in training, the senior ranking full-time dispatcher who is working with them shall receive one (1) hour of comp. time or pay per eight (8) hour shift as "Senior Dispatcher" pay. The Dispatcher assigned to train a dispatcher who is in training shall receive two (2) hours of comp. time or pay per eight (8) hour shift when performing training duties. If comp. time is maxed out, it has to be paid time. A dispatcher may receive one of these premiums, but not both, on the same shift.

SECTION 10. Training Compensation: Understanding the fact that training must take place at an accelerated pace and that newly hired Dispatchers are expected to transition into their own seat in a timely manner, the Union agrees to continue training newly hired Dispatchers, as continuing in service training, after that Dispatcher is deemed to be done with their initial training.

SECTION 11. The position of Dispatch Supervisor shall be paid at fifteen percent (15%) above the D rate.

SECTION 12. Education Incentive: Two employees are grandfathered to receive this incentive; Cynthia Hunter \$600 annual, paid bi-weekly; Megan Cullen \$900 annual, paid bi-weekly. The incentive will not increase should they obtain a higher degree. Section 12 is to be deleted once these grandfathered employees are no longer in this position.

ARTICLE 9

OVERTIME

SECTION 1. Each employee shall receive one and one-half ($1\frac{1}{2}$) times their hourly rate for any time worked beyond their 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 Police Chief or their designee and the employee, receive pay at one and one-half ($1\frac{1}{2}$) times their base hourly rate, or at one and one-half ($1\frac{1}{2}$) times the hours accrued added to their Compensatory Time Account (CTA).
- (b) CTA may be accumulated to a maximum of one hundred-twenty (120) hours for each Dispatcher. Employees who reach this cap shall no longer be authorized to accrue CTA until they fall under the cap.
- (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 Police Chief or their designee, when a minimum of twenty-four (24) hours' request notice is given to the Police Chief or their 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 Police Chief or their 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 called in 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 Police Chief or their designee 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 City. 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 they are 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 ($1\frac{1}{2}$.) times the base hourly rate. If a Dispatcher is required to attend court on their 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 ($1\frac{1}{2}$) times the base hourly rate. Employees called in while off duty to a conference with the Police Chief or their designee shall be compensated for a minimum of one (1) hour at one and one-half ($1\frac{1}{2}$) 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 their employment as a Greenfield Dispatcher, they shall be compensated at an overtime hourly rate, beginning from the time they depart the Greenfield Police Station and up until the time they return 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 Police Chief or their designee. If overnight stays are required, see Article 9, Section 8. Until funds are received from the requesting agency, the City 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, they 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 City 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 by sick time or personal time, full-time Dispatchers shall have the right of first refusal provided the length of absence is not known to exceed five (5) days, the city reserves the right to fill that vacancy with per diem dispatchers before being offered to full-time dispatchers covered by this Agreement. All other shift vacancies created by reasons not listed above (e.g., employee resignation or retirement) may be offered first to per diem dispatchers before being offered to full-time dispatchers.

SECTION 10. When a Dispatcher has to use their personal vehicle to attend an approved out-of-City, job-related meeting or court hearing, they shall be compensated for mileage at the City mileage rate.

SECTION 11. A Dispatcher forced to work prior to their shift or forced to holdover beyond shift for regular staffing fill-in shall be exempt from another holdover or force-in on their 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. If the Relief Dispatcher is working as the third dispatcher on a shift and the need arises to require a dispatcher to report early or hold over beyond their scheduled shift, the junior dispatcher shall be forced in or held over first, the next most junior

dispatcher will be forced in or held over next, and the senior dispatcher will be last to be forced in or held over.

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 their leave or layoff. This pertains to compensation for required court appearances arising out of their prior employment as a member of the Communications Department.

SECTION 13. In situations where an employee volunteers to work overtime on their scheduled day off, that employee will be exempt from being forced in or held over to the next scheduled shift unless in an emergency situation (e.g., no other employee is eligible to be forced in or held over to the next scheduled shift).

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, (12) Juneteenth. 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 Police Chief or their designee 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.

SECTION 4: Dispatchers may elect to receive comp time in lieu of holiday pay. [Comp time will be awarded in accordance with the applicable rate for each particular holiday (e.g., eight (8) hours of comp time for Patriot's Day, and twelve (12) hours of comp time for New Year's Day).]

SECTION 5. Day off request will not be approved if it will result in a force on a holiday. Bidded vacation and/or sick time shall be excluded from this no force policy.

ARTICLE 11
VACATIONS

SECTION 1. To be eligible for vacation pay, an employee must have worked not less than one-hundred and eighty (180) calendar days in the aggregate in the year prior to July 1. If the City 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 their 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)
6 years to 10 years:	20 days (160 hours)
11 years to 18 years:	23 days (184 hours)
19 years and up:	26 days (208 hours)

SECTION 2. 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 them having been granted a vacation to which they are 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 their 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 Police Chief or their designee 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 and shift bid 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. They 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 Police Chief or their designee. Vacation Day/Time Off requests shall be approved or denied by a supervisor. Vacation is to be taken in no less than one (1) day increments. Employees are expected to bid and use all of their vacation time. In the event the employee has some unused vacation time at the end of the fiscal year, the Police Chief or their designee 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, the employee may request immediate vacation time off if staffing permits, as the first option. The Union and the City agree to make every effort to utilize as much vacation time during the year as possible. If taking vacation time off is not an option due to coverage or scheduling, the employee shall be paid in full for the unused vacation time, at straight time, if the monies are available. If after the last bid there is any unused vacation time remaining, a plan to use that time must be discussed with the Chief before May of that current fiscal year. The 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 twenty (120) calendar 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 unless required by law. Family and Medical Leave Act (FMLA) leave runs concurrently with other types of leave.

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 Police Chief or their designee 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 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 Police Chief or their designee 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 City.

SECTION 4. Those bargaining unit employees hired before July 1, 2016, 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

All full-time employees hired after July 1, 2016 (or their estates) shall receive twenty percent (20%) of their unused accumulated sick leave at their base rate of pay in lump sum payment based upon years of services in the following termination of employment classifications:

- | | | |
|-----|----------------------|---|
| (1) | Death: | No minimum years of employment |
| (2) | Disabled: | No minimum years of employment |
| (3) | Laid Off: | Ten (10) years of employment |
| (4) | Retirement: | Ten (10) years of employment |
| (5) | Resignation: | No benefit |
| (6) | Leave of absence: | No benefit unless an event listed in 1-4 occurs |
| (7) | Discharge for cause: | No benefit |

For employees hired after July 30, 2019, the date the Collective Bargaining Agreement was signed, the sick leave buy-back shall be capped at five thousand dollars (\$5,000).

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 City, without expense to the employee, may require the employee to be examined by a physician of the City's choice, and will have the right to a complete report from such physician. Family and Medical Leave Act (FMLA) leave runs concurrently with other types of leave.

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 cease to accrue during the leave period after thirty (30) days of absence and will be credited pro rata upon return 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 their 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 their accumulated bank and vacation time to make up the difference between Workers Compensation and their regular weekly wage in accordance with M.G.L. Ch. 152, Section 69. An employee regardless of their length of service who is hurt on the job will be compensated for the balance of the day in which the injury occurred. Upon written, application, employees involved in a Workers Compensation case may receive the difference between what they receive from Workers Compensation and their average weekly wage as determined by the Department of Industrial Accidents to determine benefit wage payments, deductible from their holiday, vacation, personal or sick pay and to the extent that they have time-off pay available. No sick leave shall be available where the injury/illness arose out of employment for which another employer is liable under Workers Compensation law and the employee is receiving sixty percent (60%) of their weekly pay.

ARTICLE 14

BEREAVEMENT LEAVE

SECTION 1. Leave for this purpose shall be granted for five (5) work days from the date of death 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 their 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 their 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 City's approval or denial, shall be reasonable.

SECTION 4. Seniority shall accumulate during authorized bereavement leave.

ARTICLE 15

FAMILY AND MEDICAL LEAVE

It is the policy of the City of Greenfield to comply with the provisions of the Federal Family Medical Leave Act (FMLA). Employees are entitled to Family and Medical Leave pursuant to the City's FMLA policy and applicable law. Additionally, this policy runs concurrently with and is integrated as provided for in the Massachusetts Parental Leave Act, MGL Chapter 149, Sec. 105D; and with the Massachusetts Small Necessities Leave Act (MGL Chapter 149, Sec. 52D) as may be applicable.

See the City of Greenfield Family and Medical Leave Policy for the Policy and Procedures.

ARTICLE 16

MILITARY LEAVE

SECTION 1. Any employee having at least one (1) year of continuous service for the City and being required to perform military duty with the Armed Forces of the Commonwealth, 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 their military pay supplemented by the City for up to fifteen (15) work days per year in the amount necessary to provide the employee with the total gross weekly income that they would have earned in City 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 the Commonwealth or of the United States for purposes other than the military duty referred to in the preceding Paragraph. It is the employee's responsibility to notify their department head of the dates s/he is leaving for military service and to provide written proof from military or selective service officials. Leave granting and re-employment will be in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA).

SECTION 3. Seniority shall accumulate **for employees who are out on Military Leave as**

required by USERRA. An employee's right to reemployment, and seniority rights will terminate if the employee is out on military leave for more than five years during the course of their entire employment with the City of Greenfield. Any exception to this five year rule will only be allowed if it is an exception recognized under USERRA.

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 Police Chief or their 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 will not carry over into the next fiscal year.

ARTICLE 18

OTHER LEAVES OF ABSENCE

SECTION 1. Leaves of absence for good reason may be granted by the Police Chief or their 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 health insurance programs established under M.G.L. Chapter 32B.

SECTION 2. 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, or shall reimburse employees for their out-of-pocket uniform costs. Effective July 1, 2021, there shall be a uniform allowance of four hundred (\$400) dollars per fiscal year. The city shall enter into a contract with an approved vendor and all items eligible for purchase shall be approved by

the Chief of Police or their designee. Any items purchased outside of the contracted vendor, such as court attire, shall be eligible for reimbursement from the employee's allowance with the approval of the Chief of Police or their designee. All new hires will be issued a "starting package" of two (2) uniform shirts and one (1) pair of pants, provided by the city and will be eligible for the annual clothing allowance at the start of the next fiscal year after start date.

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 City of Greenfield at no cost to the Dispatcher. The Police Chief or their designee 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 Police Chief or their designee at their sole discretion.

ARTICLE 21

DUES DEDUCTION

SECTION 1. The City agrees to deduct current monthly membership dues fees from one weekly pay each month for any employee covered by this Agreement, who so individually authorizes the City, in writing on the following form, and promptly remits same to the Union: Deductions to take effect after employee is off of probation. Upon successful completion of probationary period, the union will send a signed union dues deduction sheet to payroll.

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. 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 City and the Union, or upon termination of employment.

SECTION 2. The Association agrees to and does hereby indemnify, defend and hold the City 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 City

in reliance upon any information, list, notice, statement or authorization for the checkoff of Association dues delivered to the City by the Association.

SECTION 3. Employees have the Constitutional right to pay or not pay an agency or service fee to the Union and an employee can freely choose to be or not be a member of the Union. Employees cannot be retaliated against for exercising these rights.

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 City 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 City of Greenfield.

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

SECTION 4. The City 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 City, 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 Police Chief or their designee regarding the problem within fourteen (14) calendar days of the date they knew or should reasonably have known of the matter or issue. The Police Chief or their designee shall make an effort, within those fourteen (14) days, to resolve the problem to the satisfaction of all the Parties. If, however, the employee is not satisfied, they shall present the

grievance, in writing, to the Police Chief or their designee no later than the fifteenth (15th) day. The Police Chief or their designee 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) calendar days exclusive of Saturdays, Sundays or holidays of receipt of the Police Chief or their designee's response to the Mayor. Within ten (10) calendar days exclusive of Saturdays, Sundays or holidays of receipt of the grievance a hearing shall be held before the Mayor. Within ten (10) calendar days exclusive of Saturdays, Sundays or holidays 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) calendar days exclusive of Saturdays, Sundays or holidays 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) calendar days exclusive of Saturdays, Sundays or holidays 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 their findings of facts, reasoning and conclusion. The award shall be final and binding upon the Association, the City 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 Communications 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 Police Chief or their designee, 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 City, on a form prepared by the

City, 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 filed 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. 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 six (6) month 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 Communications Department shall be discussed and explained with this bargaining unit prior to its implementation.

SECTION 2. Each employee will be indemnified by the City 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, if the budget allows. Said days to be scheduled with the mutual agreement of the Police Chief or their designee and the Dispatcher. The Police Chief or their designee shall have the discretion to pool unused days for the use of other Dispatchers. All courses require advance approval by the Police Chief or their designee.

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

SECTION 5: There shall be a Relief Dispatcher position in accordance with attached Appendix C.

ARTICLE 25
SUBSTANCE ABUSE

The purpose of this policy is to establish that the City and the Union agree that the workplace must be a drug-free environment to protect the health and safety of City employees and the general public, and to maintain efficiency, productivity and economy of operations.

See the City's Substance Abuse Policy

ARTICLE 26
RELIEF DISPATCHER

The City of Greenfield and the Greenfield Fire and Police Signal Operator's Association (hereafter referred to as "The Union") agree that the Chief of Police may establish a Relief Dispatcher position.

The City and the Union agree to the following conditions for the Relief Dispatcher position:

- (1) Any dispatcher assigned to the Relief Dispatcher position will work a rotating five day on, two day off, five day on, three day off schedule as defined in Article 7, Section 1.
- (2) The primary purpose of the Relief Dispatcher position is to provide shift coverage for planned vacations or day off requests. However, the Relief Dispatcher's shift hours may also be altered, in compliance with section #5 below, by the Police Chief or Dispatch Supervisor to assist with coverage during expected times or events of a peak demand for services.
- (3) If the Relief Dispatcher is working different shifts on consecutive days, absent an emergency they will have at least 8 hours off between shifts. Unless otherwise agreed to, the Relief Dispatcher will not have 8 hours or less off between shifts on consecutive days more than once in a three day period.
- (4) When not covering a shift vacancy, the Relief Dispatcher's hours of work will be 1100 hours to 1900 hours, unless otherwise ordered by the Dispatch Supervisor as set forth below.
- (5) The Dispatch Supervisor shall provide the Relief Dispatcher's hours of work no later than thirty (30) days before the start of the operational period with the understanding that said hours may be changed based on operational needs in the judgment of the Dispatch Supervisor with a minimum of seventy-two (72) hours' advance notice to the Relief Dispatcher. Nothing in this section shall prevent the

Relief Dispatcher from the offer or acceptance of a voluntary reassignment of shift with less than seventy-two (72) hours advance notice.

- (6) Notwithstanding the above, the Dispatch Supervisor may change the Relief Dispatcher's schedule at any time in the event of an unanticipated shift vacancy expected to or actually lasting more than three (3) working days.
- (7) When a permanent vacancy arises, the Relief Dispatcher may be incorporated into the shift rotation in order to cover the vacancy. If this vacancy occurs more than sixty (60) days before a regularly-scheduled shift bid as required in Article 6, Section 4, this shall trigger an emergency shift bid for the remainder of the shift bid period to be completed in which dispatchers, in order of seniority, shall choose their desired shift. The Dispatch Supervisor may use an expedited process to complete this emergency shift bid. The emergency shift bid shall not apply if the dispatcher with the least seniority is in the Relief Dispatcher position. Upon assuming the line of the permanent vacancy, the dispatcher shall no longer be considered a Relief Dispatcher until the permanent vacancy is filled by a dispatcher who has completed the training period.
- (8) The weekly wage scale shall apply to the Relief Dispatcher and they shall be paid any applicable shift differential based on the actual hours of the day worked, consistent with terms of the Collective Bargaining Agreement.
- (9) The Relief Dispatcher position will be subject to the shift bid process as outlined within the Collective Bargaining Agreement. However, the Dispatch Supervisor has the option, after notice to the Union and an opportunity for discussion, to assign any probationary dispatcher to the position of Relief Dispatcher and, at the Dispatch Supervisor's discretion, said position may not be subject to the shift bidding requirements of Section 1 and 4 of Article 6 until all dispatchers have completed the probationary period. In the case of multiple probationary dispatchers, the Dispatch Supervisor has the option to assign probationary dispatchers to the Relief Dispatcher position for consecutive periods of time as determined by the Dispatch Supervisor. This section shall be limited to one (1) shift bid period per year.

ARTICLE 27

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 City 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.

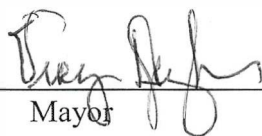
SECTION 3. This Agreement will include a reopener on health insurance for the life of the contract, recognizing that health insurance costs are a significant and rising expenditure and liability to the City's annual budget. The Union will continue to cooperate with other Unions and the City through the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

SECTION 4. The Association recognizes that the City 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 City Council approval. The Employer, however, shall be obligated to seek City approval and shall exercise its best efforts to obtain approval.

SECTION 5. This Agreement shall cover the period from July 1, 2024, through June 30, 2027. Effective midnight on June 30, 2027, if a successor agreement has not been executed, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations has been reached. At the written request of either party, negotiations for a successor Agreement will commence on or after January 1, 2027.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 12 day of MARCH, 2025.

FOR THE CITY OF GREENFIELD

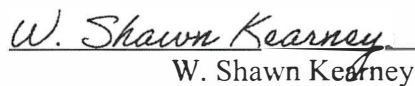


Mayor

3/12/25

Date

**FOR THE GREENFIELD FIRE AND
POLICE SIGNAL OPERATORS
ASSOCIATION**



W. Shawn Kearney

03/05/2025

Date

APPENDIX A

MEMORANDUM OF UNDERSTANDING MISCELLANEOUS

The parties agree the edits in Appendix A will take effect once the Dispatch Supervisor position is removed from the union. These edits will be applied as detailed below in the next contract bargaining agreement.

Language change would take place when new Dispatch Supervisor position takes effect.

ARTICLE 4 SCOPE OF BARGAINING

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

- (a) Full-Time Dispatcher: A permanently appointed full-time employee of the Communications Department.
- (b) Per Diem Dispatcher: Any person employed by the Communications Department on a call-in basis only.
- (c) ~~Dispatch Supervisor: A permanently appointed full-time employee of the Communications Department, within the bargaining unit, who has been appointed to provide non-disciplinary administrative tasks in addition to regular dispatching duties. The Dispatch Supervisor will assist the Police Chief in matters relating to the job performance of the dispatchers, as well as the implementation of Policies, Standard Operating Procedures, General orders and Directives. All disciplinary decisions will be made by the Chief or designee.~~

Article 8: Delete Section 11 and renumber Section 12 to Section 11 as follows:

ARTICLE 8 WAGES

~~SECTION 11. The position of Dispatch Supervisor shall be paid at fifteen percent (15%) above the D-rate.~~

ARTICLE 26 RELIEF DISPATCHER

- (2) The primary purpose of the Relief Dispatcher position is to provide shift coverage for planned vacations or day off requests. However, the Relief Dispatcher's shift hours may also be altered, in compliance with section #5 below, by the Police

Chief or Dispatch Supervisor(to be replaced with new job title) to assist with coverage during expected times or events of a peak demand for services.

- (4) When not covering a shift vacancy, the Relief Dispatcher's hours of work will be 1100 hours to 1900 hours, unless otherwise ordered by the Dispatch Supervisor(to be replaced with new job title) as set forth below.
- (5) The Dispatch Supervisor(to be replaced with new job title) shall provide the Relief Dispatcher's hours of work no later than thirty (30) days before the start of the operational period with the understanding that said hours may be changed based on operational needs in the judgment of the Dispatch Supervisor(to be replaced with new job title) with a minimum of seventy-two (72) hours' advance notice to the Relief Dispatcher. Nothing in this section shall prevent the Relief Dispatcher from the offer or acceptance of a voluntary reassignment of shift with less than seventy-two (72) hours advance notice.
- (6) Notwithstanding the above, the Dispatch Supervisor(to be replaced with new job title) may change the Relief Dispatcher's schedule at any time in the event of an unanticipated shift vacancy expected to or actually lasting more than three (3) working days.
- (7) When a permanent vacancy arises, the Relief Dispatcher may be incorporated into the shift rotation in order to cover the vacancy. If this vacancy occurs more than sixty (60) days before a regularly-scheduled shift bid as required in Article 6, Section 4, this shall trigger an emergency shift bid for the remainder of the shift bid period to be completed in which dispatchers, in order of seniority, shall choose their desired shift. The Dispatch Supervisor(to be replaced with new job title) may use an expedited process to complete this emergency shift bid. The emergency shift bid shall not apply if the dispatcher with the least seniority is in the Relief Dispatcher position. Upon assuming the line of the permanent vacancy, the dispatcher shall no longer be considered a Relief Dispatcher until the permanent vacancy is filled by a dispatcher who has completed the training period.
- (9) The Relief Dispatcher position will be subject to the shift bid process as outlined within the Collective Bargaining Agreement. However, the Dispatch Supervisor(to be replaced with new job title) has the option, after notice to the Union and an opportunity for discussion, to assign any probationary dispatcher to the position of Relief Dispatcher and, at the Dispatch Supervisor's(to be replaced with new job title) discretion, said position may not be subject to the shift bidding requirements of Section 1 and 4 of Article 6 until all dispatchers have completed the probationary period. In the case of multiple probationary dispatchers, the Dispatch Supervisor(to be replaced with new job title) has the option to assign probationary dispatchers to the Relief Dispatcher position for consecutive periods of time as determined by the Dispatch Supervisor(to be replaced with new job title). This section shall be limited to one (1) shift bid period per year.

— End of Memorandum —

**APPENDIX B
DISPATCHER WAGE SCALE**

FY25			
July 1, 2024 to June 30, 2025			
0% COLA; 1x stipend-see Article 8, Section 1 for details			
Grade D Step	Hourly	Bi-Weekly	Annual
1	\$26.30	\$2,104.00	\$54,704.00
2	\$27.30	\$2,184.00	\$56,784.00
3	\$28.31	\$2,264.80	\$58,884.80
4	\$29.33	\$2,346.40	\$61,006.40

Note: All wages are calculated and paid hourly. Biweekly and Annual wages may be approximate and are only for informational purposes.

**APPENDIX B
DISPATCHER WAGE SCALE**

FY26			
July 1, 2025 to June 30, 2026			
3% COLA			
Grade D Step	Hourly	Bi-Weekly	Annual
1	\$27.09	\$2,167.20	\$56,347.20
2	\$28.12	\$2,249.60	\$58,489.60
3	\$29.16	\$2,332.80	\$60,652.80
4	\$30.21	\$2,416.80	\$62,836.80

Note: All wages are calculated and paid hourly. Biweekly and Annual wages may be approximate and are only for informational purposes.

**APPENDIX B
DISPATCHER WAGE SCALE**

FY27			
July 1, 2026 to June 30, 2027			
3% COLA			
Grade D Step	Hourly	Bi-Weekly	Annual
1	\$27.90	\$2,232.00	\$58,032.00
2	\$28.96	\$2,316.80	\$60,236.80
3	\$30.03	\$2,402.40	\$62,462.40
4	\$31.12	\$2,489.60	\$64,729.60

Note: All wages are calculated and paid hourly. Biweekly and Annual wages may be approximate and are only for informational purposes.

APPENDIX C

REOPENER

Parties agree that this Agreement may be reopened for purposes of discussion and negotiation concerning potential “regionalization” (not “outsourcing”) of City dispatcher function.

—End of Memorandum—