

AGREEMENT BETWEEN
THE TOWN OF BELLINGHAM
AND
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
AFL-CIO, MASSACHUSETTS STATE COUNCIL 93, LOCAL 474

FULL-TIME PUBLIC SAFETY DISPATCHERS

July 1, 2025 – June 30, 2028

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This agreement will be between the Town of Bellingham and American Federation of State, County, and Municipal Employees AFL-CIO, Massachusetts State Council 93, Local 747.

This Agreement entered into between the Town of Bellingham, hereinafter referred to as the "Employer", and Local 747, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO, Full-Time Public Safety Dispatchers hereinafter referred to as the "Union", has as its purpose the maintenance and promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the continuation of an effective and progressive effort to serve the citizens of Bellingham, Massachusetts.

Article 1 Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining agent to establish wages, hours, productivity standards and performance and other employment conditions for all full-time employees.

Article 2 Probationary Period

All Public Safety Dispatchers hired by the Town of Bellingham shall serve a one (1) year probationary period and may be terminated at any time during such probationary period, for any cause, without recourse to the Union. Absences from work during such probationary period must be made up before such employee shall be considered as having completed his/her probationary period. The Employer agrees to conduct written performance evaluations, during the probationary period, on all employees hired. Performance evaluations shall be done on or before the employee's three (3) months of employment, and again on or before the employee's six (6) months of employment. The Employer will provide the employee with a copy of each performance evaluation.

Article 3 Non-Discrimination

The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, religion, creed, color, national origin, sex, ancestry, age, pregnancy, marital status, sexual orientation, genetic information, veterans status, disability or genetic identity.

Article 4 Management Rights

SECTION 1: Subject to this Agreement and applicable law, the Town reserves and retains the regular and customary rights and prerogatives of municipal government.

SECTION 2: By way of example but not limitation, management retains the following rights: to determine the mission, budget, and policy of the Communications Center; to determine

the organization of the Communications Center, the number of employees, the work functions, and the technology of performing them; to determine the numbers, types, and grades of positions or personnel assigned to a work project, tour of duty, or at any location, task, vehicle, building, or assignment on such tour of duty; to determine the methods, means, and personnel by which the Communication Center's operations are to be carried on; to determine whether work will be performed by personnel not covered by this Agreement, or outside contractors, whether or not such work was formerly performed by bargaining unit personnel; to maintain and improve orderly procedures and the efficiency of operations; to hire, promote, transfer, direct and assign employees; to determine the equipment to be used and uniforms to be worn in the performance of duty; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; and to enforce existing Police Department and Communication Center policies, rules and regulations and to add to or modify such policies regulations as it deems appropriate.

SECTION 3: The Town shall have no right to exercise its rights or prerogatives so as to violate the express provisions of this Agreement.

Article 5
No Strike

SECTION 1: Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown or withholding of services.

SECTION 2: The Union shall exert its best efforts to prevent any violation of SECTION 1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

Article 6
Stability of Agreement

SECTION 1: No agreement, understanding, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

SECTION 2: The failure of the Employer or the Union to insist in any one (1) or more incidents, upon the adherence to the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of either party to future performance of any such condition or term, and the obligation of the Employer or the Union to such future performance shall continue in full force and effect.

Article 7
Use of Drugs and Alcohol

SECTION 1 – PURPOSE: The Town and the Union recognize that the position of Public Safety Dispatcher requires any employee in the position to be fit for duty and free from the effects of drugs and alcohol while at work. A Dispatcher impaired by drugs or alcohol creates an unreasonable danger to his or her fellow public safety officials and the public. In addition, drug and alcohol abuse impairs the health, well-being, and productivity of the Dispatch Unit

and its members. Consequently, the use of illegal drugs or abuse of alcohol will not be tolerated under any circumstances.

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

The Town of Bellingham has in place an Employee Assistance Program (EAP) and advises employees that they may consult with the EAP regarding any potential substance-related issues. The EAP is free, confidential, and available 24 hours/day and the providers who work under that program are prepared to assist employees. The EAP will not provide confidential treatment/medical information to the Town.

SECTION 2 – PROHIBITED CONDUCT: The following conduct shall constitute an offense under this Article:

1. The possession, use, transfer, manufacture, or sale of any illegal drug.
2. The possession (not including personal vehicles) or consumption of alcohol during work hours or while using Town vehicles or facilities.
3. Driving under the influence (while on duty) of alcohol or drugs.
4. Reporting to work with the metabolite of an illegal substance in the blood, with a blood alcohol level of 0.04, or impaired by drugs or alcohol.

Any employee who is arrested or convicted of a drug-related offense or for driving while intoxicated must notify the Chief or their designee immediately, irrespective of whether the conduct occurred during work.

SECTION 3 – PROHIBITED DRUGS: For the purposes of this agreement, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), methamphetamines, and amphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this article and may be illegal. An employee taking a controlled substance under a valid prescription should check with their physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts should be raised with the Chief or their designee. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs not validly obtained will be treated as abuse of illegal drugs.

SECTION 4 – DRUG AND ALCOHOL TESTING: Employees are required to submit to drug and/or alcohol testing in the following situations:

Reasonable Suspicion: When there is reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, the Chief or their designee will direct the employee to report for a drug and/or alcohol test. Reasonable suspicion shall be based on objective facts obtained by the Department and reasonable inferences that may be drawn from those facts. Those facts will be recorded contemporaneously by whomever deems reasonable suspicion to exist. If the employee has information to rebut a finding of reasonable suspicion, the employee may present the evidence at the time of the accusation or prior to submitting to the test before the Town decides whether to direct him or her to take the test. The credibility and reliability of information obtained shall be weighed in determining the presence or absence of reasonable suspicion. The Town has a right to search for alcohol or drugs on Town owned or controlled premises, including desks, vehicles (excluding personal vehicles), lockers, or in other containers on the premises that may conceal substances prohibited by this policy. During any such search, one or more union members must be present.

Follow-up Testing: An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing. A program of follow-up testing will be set forth in writing and will continue for a set period. During a follow-up testing period, and employee will be subject to unannounced testing for drugs and/or alcohol.

Failure to Submit to testing: A failure or refusal to submit to testing as outlined above, refusal to cooperate with the testing laboratory, or refusal to authorize the release of testing results to the Town shall be treated as a positive test.

Alcohol Testing Procedures: The Town will direct the employee to take an infrared breath test or report to a testing laboratory approved by the U.S. Department of Health and Human Services. For all alcohol testing, the employee will be tested utilizing a PBT or on the BT under the protective custody option. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator. If administered by Bellingham Police personnel, it will be administered by a supervisor or member of the command staff. The employee's blood alcohol level (if over the 0.04 level) shall be reported to the Chief immediately.

Drug Testing Procedures:

Collection: An employee subject to drug testing will be directed to report at a specific time to the testing laboratory. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. A split sample will be retained. The samples will be properly sealed and labeled, in the employees' presence, to avoid contamination, tampering, or confusion of samples. Employees reporting for a drug test should be prepared to produce photo identification. If an employee has taken any prescription drugs or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

Processing: Urine samples will be screened by an Immunoassay or comparable screening test, with positive results confirmed by gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/ methamphetamines.

Reporting Results: The results of a drug or alcohol test will be reported verbally and in writing to the Chief or their designee. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative or positive for drugs. The results of the drug test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

Positive Results: Before a positive result is reported to the Town by the testing laboratory, the doctor who interprets the results, the Medical Review Officer (MRO), will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The MRO shall require that the employee produce any necessary written proof, and the employee shall authorize the MRO to obtain further information from his or her health care providers. If the MRO determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative." The laboratory will not provide to the Town any information that it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the MRO is unable to obtain the employees' cooperation to make this determination, a positive result will be reported to the Town.

The Testing Laboratory: The testing laboratory(s) shall be elected by the Town and shall be certified by the federal government. The Town will notify the Union of the testing laboratory(s) to be utilized.

SECTION 5 – ENFORCEMENT: Ordinarily, a first-time offender without a history of significant disciplinary infractions will be referred to an employee assistance program, but the town reserves its legal rights to discipline up to and including discharge for serious offenses involving criminal conduct or other conduct resulting in physical harm to a person, physical damage to public or private property, or the like. Except as stated above, any employee who violates this Article will be subject to discipline up to and including discharge. In an appropriate case, the Town, in its sole discretion, may retain an employee whose violation of this policy might otherwise warrant discharge under this agreement. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing. Any discipline imposed will be subject to the Town and Public Safety Dispatcher collective bargaining agreement.

SECTION 6 – EMPLOYEE ASSISTANCE PROGRAM: Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such assistance, or the

Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Mandated participation in any program or treatment through the EAP will permit the Town to be informed only as to whether the employee is participating as mandated by the Town. (i.e., keeping scheduled appointments.)

Article 8

Grievance And Arbitration Procedure

SECTION 1: The term "grievance" shall mean any dispute concerning the application or interpretation of the terms and provisions of this Agreement.

SECTION 2: The grievance procedure shall be as follows:

STEP 1 - An employee or Union Steward may present a grievance in writing to the Chief of Police within ten (10) workdays after the date of the act or omission giving rise to the grievance, or after the date on which there was a reasonable basis for knowledge of the occurrence. The Union Steward or representative must be given the opportunity to be present at any discussion of the grievance between the employee and the Chief of Police. The Chief shall answer the grievance, in writing, within ten (10) workdays after the date the grievance was submitted. A copy of the Chief's reply shall be given to the Union Steward.

STEP 2 - If the Chief of Police has not satisfactorily adjusted the grievance in STEP 1, it shall be presented to the Town Administrator, in writing, within ten (10) workdays, following receipt by the employee of the Chief's reply. The Town Administrator shall submit a written answer to the Union, within ten (10) workdays following the date of receipt of the grievance. Failure to answer the grievance within the time limit specified shall constitute denial of the grievance at STEP 1. The Town Administrator may request an extension of the time limit for answering the grievance and the Union will not unreasonably refuse to grant such extension.

STEP 3 - If the grievance is not satisfactorily adjusted in STEP 2, it may be brought to arbitration solely by the Union. The Union shall notify the Town Administrator, in writing, within ten (10) workdays of the date of receipt of the Town Administrator's reply in STEP 2 of the Grievance Procedure outlined above, that it wishes to have the grievance submitted to binding arbitration. A copy of the written request for arbitration shall be submitted to the Town Administrator.

SECTION 3: The Arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association. The Arbitrator's award shall be final and binding on the parties provided the award is within the jurisdiction and authority of the Arbitrator pursuant to this Agreement. The Arbitrator's award shall be confined to the specific issue submitted to him/her and the Arbitrator shall have no power to amend, alter, add to or detract from the terms of this Agreement.

SECTION 4: All fees and expenses of the Arbitrator shall be borne equally by the parties. Each party shall bear the expense of the preparation and presentation of its own case. If either party desires a stenographic record of the hearing it shall bear the cost for such record. The

Arbitrator shall be requested to issue his/her award within thirty (30) calendar days of the close of the hearing or the date that post-hearing briefs are presented.

SECTION 5: In the event two (2) or more unrelated grievances should be referred to arbitration at the same time, either party shall have the right to demand that such unrelated grievances be submitted to a separate arbitrator.

SECTION 6: Grievances involving disciplinary action shall be processed starting with STEP 2 of the Grievance Procedure. If such a grievance is not resolved by the parties and is submitted to arbitration, the Arbitrator may order the restoration of an employee who has been discharged with or without back pay for the time lost.

Article 9

Seniority

SECTION 1: Seniority shall be defined as the length of service in the Public Safety Dispatchers Unit of the Town of Bellingham. Seniority shall be acquired by an employee beginning on the first day of full-time employment.

The Seniority List for positions in the bargaining unit covered by this Agreement shall be included in the department seniority list and posted in the Police Station.

SECTION 2: Seniority shall preserve during the first twelve (12) months of absence due to illness, injury, lay-off for lack of work or funds, or other authorized leave of absence.

SECTION 3: Seniority shall be broken when an employee, (a) resigns, (b) retires, (c) is discharged for cause, (d) is unable or otherwise fails to return at the expiration of an authorized leave of absence, (e) is absent for more than two (2) days without notice to his/her Department Head or the Town Administrator, (f) is laid off for a period of more than twelve (12) months, except that an employee having five (5) or more years of seniority at time of layoff shall have twenty-four (24) months of recall rights before loss of seniority, (g) fails to return to work within five (5) workdays following receipt of notice to recall, except that an employee may refuse recall to a temporary job which is not expected to last more than thirty (30) workdays without loss of recall rights or seniority. It is understood that any break in employment from the Bellingham Police Department will result in seniority being reestablished upon a reappointment.

SECTION 5: Public Safety Dispatchers shall have the option of bidding for shift assignments on the basis of seniority. Employees with more seniority shall have preference over employees with less seniority. Shift bids shall occur regularly every six (6) months, or when required due to staffing changes, or at the discretion of the Chief or his designee.

Article 10 **Compensation**

SECTION 1 – SHIFT DIFFERENTIAL: A Public Safety Dispatcher who is regularly scheduled to perform his/her duties on the midnight shift (11 PM to 7 AM) or evening shift (3 PM to 11 PM) shall receive, in addition to his/her basic wage, a shift differential of eight (8) percent of his/her basic wage. Shift differential shall be included in the base pay for the purpose of calculating overtime rates.

SECTION 2 – TRANSFERS: A Public Safety Dispatcher who transfers to the Bellingham Police Department after being a Public Safety Dispatcher at another agency may, upon hiring, be credited for some or all their years of service from the previous agency for the purpose of computing their position in the steps of compensation and their accrued vacation leave. However, at no time will the transferred accrued time exceed the maximum earned vacation as outlined in the current Agreement.

SECTION 3: COMPENSATORY TIME:

- A) Employees may accumulate compensatory time “comp-time” in lieu of overtime pay. Comp-time shall be documented within the designated department scheduling system and is subject to approval. Any overtime worked may be taken as monetary or compensatory time off. Employees may accumulate a maximum of twenty-four (24) hours of comp-time. Any overtime worked after accumulating twenty-four (24) hours of comp-time must be taken as monetary compensation in accordance with this agreement. Comp-time may be carried over from one fiscal year to the next.
- B) Employees shall be required to provide a minimum of twenty-four (24) hours advance notice to take comp-time. Comp-time that is requested with less than twenty-four (24) hours' notice may not be approved.
- C) Public Safety Dispatchers may use compensatory time in minimum increments of one hour, including fractional hours, either at the beginning or end of their assigned shift, up to their available balance. For periods of less than four hours, the portion of the shift may only be voluntarily covered by a dispatcher scheduled immediately before or after the shift. For periods of four hours or more, coverage may be voluntarily provided by any Public Safety Dispatcher.

SECTION 4 – LONGEVITY: Effective July 1, 2025, yearly longevity benefits shall be payable on the basis of three hundred dollars (\$300) upon completion of five (5) years continuous full-time employment and fifty dollars (\$50) for each year of additional full-time service. Such payments shall be made on or about July 1st.

Article 11 **Hours of Work and Overtime**

SECTION 1 – SCHEDULED WORK SHIFT AND WORK WEEK: The regular hours of work for employees shall not exceed forty (40) hours in any one week; the workdays shall be eight (8)

hours. All employees shall receive not less than two (2) consecutive days off weekly; days off weekly shall be fixed. Management reserves the right to implement a so-called four and two schedule. No employee will be allowed to work more than eighteen (18) consecutive hours within a 24-hour period unless approved by the Chief of Police or his/her designated representative. Employees shall be scheduled to work on regular work shifts and each work shift shall have regular starting and quitting times. Work schedules shall be posted for shift bidding in a manner agreeable to the Parties.

SECTION 2 – OVERTIME SERVICES: All assigned, authorized or approved service outside or out-of-turn of an employee's regularly scheduled work shift, work week or hours of work, including service on an employee's scheduled day off, or during his/her vacation, and service performed prior to the scheduled starting time of his/her regular work shift, and service performed subsequent to the scheduled time for conclusion of his/her regular work shift, shall be deemed overtime service and shall be paid for as such. Overtime service shall not include:

- A) An out-of-turn work shift, which is substituted for a regularly scheduled work shift, at the request of an employee (subject to Department approval).
- B) Swapped work shift(s) between individual employees by their mutual agreement. Such swapped work shift(s) shall be allowed, provided however that twenty-four (24) hours' notice is given to the shift and the Sergeant or the Chief of Police and there is no cost to the Town. It is understood that time off will be exchanged for time off; there will not be any monetary exchanges. The Chief of Police may waive the notice requirement. Employees seeking such "swaps" shall be responsible to the Town for coverage and any financial obligation arising out of the agreement between employees. Swapped work shifts may be subject to being cancelled if the need arises to assign an involved dispatcher to a shift or tour of duty.

SECTION 3 – SCHEDULING OF OVERTIME: In emergencies or as the needs of the service require, regular public safety dispatchers may be required to perform overtime work. All such employees shall be given as much advance notice as possible of overtime work opportunities. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis.

SECTION 4 – OVERTIME OPPORTUNITIES: Employees, other than those required to work beyond their normal work shift due to the exigencies of their workdays, shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional public safety dispatchers as are deemed necessary by the Town may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept overtime service but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. Overtime Opportunities shall be presented as follows:

- A) Overtime shall be offered to Full-time Public Safety Dispatchers in order of least total overtime hours worked. If the employee with the fewest hours requests only half a shift and another employee is willing to work the full shift, the full shift offer takes priority. Declining overtime does not affect an employee's overtime total. Overtime hours are continuously tracked and available upon request.
- B) Full-time Public Safety Dispatchers shall have the first right of refusal for overtime work shifts. Before a dispatcher is held over or the "Assigned Overtime List" is used, a part-time dispatcher or sworn police officer may be offered the available dispatch shift, provided at least one (1) full-time or fully trained part-time Public Safety Dispatcher is scheduled per shift. An exception to this provision will be in an emergency, where the deployment of police officers may be used as a last resort.
- C) If an overtime shift has been refused by all Public Safety Dispatchers and police officers, the least senior eligible dispatcher from the previous shift will be held over for the next shift. In the event there is not an eligible dispatcher from the previous shift for hold over, the shift will be filled using the "Assigned Overtime List." The "Assigned Overtime List" shall consist of all fully trained full-time Public Safety Dispatchers. The assignment will be made in order of reverse seniority based on accumulated assigned overtime hours.
- D) Employees voluntarily performing an overtime shift shall only be considered for holdover or "assigned overtime" after all other options have been exhausted for shift assignment coverage.
- E) Employees who are on a paid day off (vacation, holiday, personal, sick, family sick, or any leave of absence) shall only be considered for holdover or "assigned overtime" after all other options have been exhausted for shift assignment coverage for shifts 8 hours prior to and/or 8 hours after their requested time off, unless voluntarily taken by the employee.
- F) Employees who are ordered to work an "assigned overtime" shift are required to report to work unless a reasonable exception is approved by the Chief of Police or their designated representative. If an employee is unable to fulfill the "assigned overtime" shift, the next eligible employee on the "Assigned Overtime List" will be called in to cover the shift. Refusal to comply with an assigned overtime order may result in disciplinary action.

SECTION 5 – METHOD OF COMPENSATION FOR OVERTIME SERVICE:

- A) An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his/her regular weekly compensation, time and one-half his/her regular pay for each hour of overtime service, or fraction thereof, in increments of (1/2) one half hour. "Regular pay" shall include all stipends, shift differentials, or any other regularly reoccurring payment. Employees shall not be required to accept compensatory

time off in lieu of monetary compensation for overtime service. Pay for overtime service shall be in addition to and not in lieu of holiday or vacation pay (where such service is performed on a holiday or during vacation) and shall be remitted to employees within seven (7) days after the work in which such overtime service is performed.

B) Employees who work all five of their regularly scheduled shifts in full and also work overtime shifts on both of their scheduled days off, within the same payroll week (Thursday through Wednesday), will be paid double their regular hourly rate for all hours worked on their second scheduled day off.

SECTION 6 – RECALL: If an employee who has left his/her place of employment after having completed work on his/her regular work shift, is assigned such shift or is recalled to Police Headquarters or to any other place, and he/she reports there, or if an employee is so recalled on a scheduled day off or during his/her vacation, he/she shall be guaranteed a minimum of four (4) hours overtime recall pay therefore.

SECTION 7 – REST AND MEAL PERIODS: Public Safety Dispatchers are entitled to two (2) paid fifteen (15) minute rest periods and one (1) paid thirty (30) minute meal period. Rest periods should generally be taken on-site but may be off-site if coverage is ensured by a second dispatcher. Dispatchers must notify their supervisor if they leave the premises for a break and may be delayed in emergencies.

Article 12 **Authorized Leave**

SECTION 1 – HOLIDAYS: For the purposes of this Article, the “holiday” is the twenty-four (24) hour period commencing at 12:01 AM of each day listed in this section, or the day of celebration thereof. The following days shall be considered paid holidays for the purposes enumerated below:

New Years Day	Columbus Day
Martin Luther King Jr’s Birthday	Veteran’s Day
Presidents’ Day	Day before Thanksgiving (½ day)
Good Friday (½ day)	Thanksgiving Day
Patriot’s Day	Day after Thanksgiving
Memorial Day	Day before Christmas (½ day)
Juneteenth	Christmas Day
Independence Day	Day before New Year’s (½ day)
Labor Day	

A) If an employee works their regularly scheduled shift on a holiday, he/she will be paid at the rate of time and one-half of his/her regular days’ pay. Each employee shall receive, for each such holiday, a paid day-off (referred to as a “holiday”). Employees

electing to receive a holiday day-off shall receive same within a reasonable period following each said holiday.

- B) Employees may elect to receive for each said holiday, in lieu of a Holiday Day off, in addition to his/her regular weekly compensation, an additional day of pay, hereinafter referred to as holiday pay, computed as one-fifth (1/5) of his/her regular weekly compensation.
- C) Employees on non-paid leave of absence during the holiday shall not be paid for it. Employees who are absent on paid leave of absence shall be paid for the holiday.
- D) Unless authorized by the Chief of Police, a holiday not taken in the calendar year in which it is credited cannot be carried over into the next calendar year. As an exception, all holidays in December may be carried over to January of the following calendar year.
- E) Employees shall be required to provide a minimum of twenty-four (24) hours' advance notice to take the day off on a holiday, or to use a holiday day off on any other day. The twenty-four (24)-hour notice may be waived if the open shift can be filled voluntarily. The assigned overtime list may be used if more than twenty-four (24) hours' notice is given.
- F) Personal Leave or any other days will be allowed on a Holiday.
- G) Employees who elect or are required to work overtime on a holiday will be compensated at double their regular rate of pay.

SECTION 2 – VACATIONS: Upon completion of the required number of years of service, employees shall be granted annual vacation leave with pay, as follows:

YEARS OF SERVICE	VACATION LEAVE
6 Months	5 Days
1 Year	5 Days
2-4 Years	10 Days
5-9 Years	15 Days
10-19 Years	20 Days
20+ Years	25 Days

- A) The vacation year shall be the calendar year. No employee may be permitted to carry unused vacation leave over into a subsequent vacation year unless authorized by the Chief of Police. In cases where an employee accrues his/her vacation benefit too late in the calendar year to use it (e.g., an employee hired in late June who gets one week credited in late December) may be permitted to carry over the vacation to the next calendar year.

- B) Upon termination of employment, an employee shall receive payment for unused accrued vacation time. In the event of the death of an employee, such payment shall be paid to the employee's spouse, estate, or beneficiary as designated for life insurance purposes.
- C) Employees shall accrue vacation leave credits during any period of absence with pay (vacation leave, jury duty leave, paid sick leave, etc.) and during the first twelve (12) months of absence due to work connected illness or injury.
- D) Any employee who has not worked a total of thirty (30) weeks in the aggregate during the fifty-two (52) week period prior to July 1 of the vacation year shall receive a pro-rated vacation allowance based on one-twelfth (1/12th) of the employee's normal vacation allowance for each month worked during the twelve (12) month period prior to July 1 of the vacation year.
- E) Public Safety Dispatchers may take vacation leave one day at a time or on a weekly basis. Shifts that require replacement will be filled in compliance with ARTICLE 11.
- F) Employees shall be required to provide a minimum of twenty-four (24) hours' advance notice to use a vacation day off. The twenty-four (24)-hour notice may be waived if the open shift can be filled voluntarily. The assigned overtime list may be used if more than twenty-four (24) hours' notice is given.
- G) Compensation for a day of vacation leave shall be equal to the number of hours in an employee's regular workday multiplied by the employee's regular straight time hourly rate of pay as specified in Exhibit A. Shift differential will be included in this calculation.

SECTION 3 – SICK LEAVE: All employees shall be eligible to accrue one hundred and fifty (150) days of sick leave for use as allowed under this section. Sick leave with pay is the number of days which may be granted to an employee without deduction from his/her regular pay for absence:

- (a) When incapacitated for the performance of his/her duties by sickness or injury; or
- (b) For medical, dental, or optical examination; or
- (c) When, through exposure to contagious disease, the presence of the employee at his/her regular place of work would jeopardize the health of others; or
- (d) By reason of the serious illness or injury of a member of an employee's immediate family, requiring the care and attendance by the employee and limited to eight (8) days in any calendar year. The certification procedure for an absence due to serious illness or injury to a

member of the employee's immediate family shall be in accordance with the provisions of Section 4 of this Article.

Abuse of sick leave may result in suspension without pay or discharge.

- A) Sick leave with pay shall be credited at the rate of one and one-half (1½) days for each calendar month of employment for a total of eighteen (18) days of sick leave credit per year. Sick leave accumulation starts immediately for employees hired before the 16th of the month. For those hired after, it begins on the first day of the following month and accumulates if unused. No sick leave is granted until the completion of six (6) months of service. Upon completion, employees will be credited with nine (9) days of sick leave.
- B) Employees may use partial days of sick leave at the beginning or end of their shift for doctor appointments, dental visits, and optical examinations.
- C) Sick Leave shall take preference to all other days. Employees shall be required to provide a minimum of four (4) hours' advance notice to utilize a sick day. If an employee takes a sick day with less than four (4) hours' notice they will have the option to provide a note from a medical doctor. If they elect not to provide a note they will be charged for two (2) sick days.
- D) For absences of three (3) days or less, the employee's self-certification is sufficient, unless their absenteeism record is unsatisfactory, in which case additional proof may be required. For absences over three (3) days, a doctor's note or other satisfactory evidence may be required. Employees must notify their supervisor of the reason for their absence to be eligible for sick leave. If an employee leaves work sick before completing the day, they will only be charged sick leave for the hours not worked.
- E) An employee with a work-related illness or injury entitled to Workman's Compensation may use accumulated sick leave to supplement their benefits, ensuring their total pay equals their regular wages. However, the combined sick leave and Workman's Compensation cannot exceed regular pay. Any overpayment must be returned to the Employer, who will credit the employee's sick leave accordingly. If the employee fails to repay, the Employer may deduct the amount from their pay.
- F) Employees absent due to non-work-related illness or injury beyond their paid leave balance will not accrue sick or vacation leave or receive holiday pay. Employees with work-related illnesses or injuries will continue to accrue sick and vacation leave for up to 12 months. However, the total compensation (leave and benefits) cannot exceed the employee's regular pay. Before returning to work, employees may be required to provide a doctor's note confirming their ability to perform their duties.

- G) If an employee that has completed their probation period does not take sick leave for three (3) consecutive calendar months, i.e., February, March, and April, he/she shall accrue one and one-half (1 1/2) days of vacation leave above his/her regular vacation leave. The one and one-half (1 1/2) days of vacation leave shall not be deducted from the employee's sick leave balance. Utilization of Family Sick Time shall not be considered sick leave utilization under this section's provisions.
- H) Compensation for a day of sick leave shall be equal to the number of hours in an employee's regular workday multiplied by the employee's regular straight time hourly rate of pay as specified in Exhibit A. Shift differential will be included in this calculation.

SECTION 4 – PERSONAL LEAVE: Each employee shall be entitled to three (3) days of leave per year, without loss of pay or benefits, to conduct personal business. Personal Leave shall take preference to all other days excluding sick leave. Employees must provide at least four (4) hours' advance notice to take a day of personal leave. The four-hour notice shall be waived if the day off can be filled voluntarily. If the day off taken with less than four (4) hours' notice requires replacement by holding someone over or with the use of the assigned overtime list, the employee taking the personal day will be charged 1.5 personal days. Lack of available time will result in the day off being denied.

SECTION 5 – LEAVES OF ABSENCE:

- A) **BEREAVEMENT LEAVE:** In the event of the death of a spouse, father, mother, stepparent, brother, sister, stepsibling, grandparent, child of stepchild, or any person permanently residing with the employee, such employee shall be granted five (5) days off without restriction. Involving the death of a father-in-law, mother-in-law, sister-in-law, brother-in-law, ex-spouse, grandchild, aunt, uncle, niece, or nephew of either spouse, such employee shall be granted three (3) days off. It is understood that these days will not include days-off falling within such a period. Such time shall not be deducted from Vacation, Sick, and/or Personal leave.
- B) **JURY DUTY:** The Employer agrees to make up the difference between the employee's regular gross weekly wages and the compensation received for Jury Duty. Travel allowances received by an employee serving on a jury shall not be considered as part of the compensation received for Jury Duty.
- C) **PARENTAL LEAVE:** The Massachusetts Parental Leave Act (“MPLA”), M.G.L. c. 149, § 105D, and M.G.L. c. 151B, § 4(11A), guarantees eight weeks of unpaid, job-protected leave from employment for any parent welcoming a new child to their family by birth or adoption and meets the qualifications as defined under the Act.

An employee requesting parental leave must provide two weeks' advance notice, preferably in writing, to the Chief of Police and indicate the start and end date of the requested leave. In circumstances where there is a delay in the notification of the

leave request, due to circumstances beyond the individual's control, the two weeks' advance notice may be reduced. There is no statutory requirement that an employee notify the employer in writing of the anticipated date of departure and intent to return.

The use of authorized parental leave runs concurrently with any authorized use of Family and Medical Leave.

D) **MILITARY LEAVE:** Leave of Absence of Military Leave will be followed as defined by state law at the time of leave.

Article 13 Union Business

SECTION 1: A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

SECTION 2: Union Stewards and other designated Union representatives having the authorization of the Union to process grievances shall be granted reasonable time off during working hours to investigate and settle grievances, conduct business, and attend meetings. Such time shall be limited to three (3) hours of paid time in any workweek. In unusual circumstances, the employee's Department Head may authorize and approve additional time.

SECTION 3: The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employee, AFL-CIO, and/or Council 93, and/or Local 747, to enter the premises at any time for individual discussions of working conditions with employees. Upon entering any Department, the Union representatives will notify the Department Supervisor of their presence. The Union agrees that its representatives will not interfere with the performance of duties assigned to the employees.

SECTION 4: Full time employees can authorize union dues and initiation fees to be deducted from their pay by signing a membership form. The employer will deduct these fees from the pay of employees who sign the form and send them to the union's treasurer, along with a list of those employees.

Article 14 Miscellaneous

SECTION 1 - TUITION REIMBURSEMENT: Employees who successfully complete at least one (1) class per semester and up to a maximum of five (5) classes per year, with a Grade of "C" or higher directly related to their job, shall be reimbursed for up to \$1,000 per class. The Chief

of Police must have given prior approval as to the appropriateness of the class. This is subject to the employee first taking advantage of any free State offered college tuition programs for Associates degrees. Tuition reimbursement shall be applicable to Bachelor's Degree programs exclusively. Advance notification to the Chief of Police no later than the December of the prior fiscal year for budget purposes.

SECTION 2 – PERSONNEL ACTIONS: The Employer shall provide the Union with written notice (via electronic e-mail) and in a timely manner (within the payroll period in which the action is effective) of all personnel actions, i.e. layoffs, new hires, promotions, reductions in the workforce, resignations, retirements, and transfers for members of all bargaining units represented by the Union, Said notices shall be sent to an e-mail address provided to the Employer by the Union, and currently local747@hotmail.com

SECTION 3 – CLOTHING ALLOWANCE: Public Safety Dispatchers shall receive an annual clothing allowance of \$300 made available to them on or about July 1st for purchases made from approved vendors.

Employees shall have the approved vendors submit invoices directly to the Bellingham Police Department including a detailed list of items purchased, the date of purchase, and total amount spent.

SECTION 4 – IDENTIFICATION CARDS: Identification cards shall be issued by the Bellingham Police Department to all Public Safety Dispatchers which identify their title.

SECTION 5 – ADMINISTRATIVE MEETINGS: All Public Safety Dispatchers shall be required to attend one administrative meeting with the Dispatch Management quarterly, not to exceed one hour. Administrative meetings will normally be held during or at the time of shift changes, on regularly scheduled workdays. Attendance at such meetings shall be mandatory if employees are not on injured, sick, vacation leave, or unless otherwise excused by the Chief of Police, and employees shall not be compensated for such attendance.

Article 15

Stipends and Representative Roles

SECTION 1: Public Safety Dispatchers shall maintain Emergency Medical Dispatch (EMD) certification and any retraining course required to maintain certification. The Employer will pay the full cost of the certification program, including manuals. Employees will be allowed time off from their regularly scheduled workday, with pay, to attend. Employees who attend courses during their off-duty hours shall be paid at the rate of time and one-half their regular hourly rate of pay for all hours in attendance at such training.

Public Safety Dispatchers maintaining an Emergency Medical Dispatch (EMD) certification shall receive an annual stipend of five-hundred dollars (\$500) to be paid on or about December 1st.

SECTION 2: In addition to the Emergency Medical Dispatch (EMD) stipend, the Lead Public Safety Dispatcher, appointed by the Chief of Police or his/her designee, shall be eligible to earn an additional \$2,500 stipend for serving in the following designated representative roles:

- NIBRS Representative
- Primary CJIS Representative
- Primary 911 Representative
- Training Coordinator

Additionally, the other Public Safety Dispatchers shall be eligible to earn an additional \$520 stipend for serving in the following designated representative roles:

- Secondary CJIS Representative
- Secondary 911 Representative
- Motor Vehicle Crash Report Representative
- Records Request Assistant

The Chief of Police or his designee will designate roles, provided the employee is trained/qualified. All stipends shall be paid annually on or about December 1st to dispatchers actively performing their designated duties. Stipends may be prorated based on active service. Only one Representative Role stipend shall be paid to Public Safety Dispatchers.

Article 16

Training

SECTION 1: a) Any new employee hired as a Public Safety Dispatcher must complete the Bellingham Police Department Public Safety Dispatcher Training Guide and complete the necessary training required for certification.

b) Public Safety Dispatcher Training for non-experienced new hires shall consist of no less than thirty (30) shifts. Experienced new hires may have the training period adjusted. During the training period, trainees will not be eligible for overtime work or count towards minimum staffing requirements. Prior to the end of training, any deficiencies will be reported to the Administration and a determination will be made on whether further training is needed.

c) New employees will follow the schedule of the lead trainer, unless the trainer is unavailable, in which case any fully trained Public Safety Dispatcher shall be utilized.

Article 17

Duration

SECTION 1: This agreement shall take effect on July 1, 2025, and shall remain in full force and effect until midnight June 30, 2028. No later than November 1st, prior to the expiration date, either party to the Agreement shall notify the other in writing by certified mail or by hand

Exhibit A
Wage Schedule by Labor Grade

FY26	3%	7/1/2025
FY27	3%	7/1/2026
FY28	3%	7/1/2027

Step	Months of Service
1	1-12 months
2	13-24 months
3	25-36 months
4	37 + months

Public Safety Dispatcher shall be paid at labor grade 10.

The Lead Public Safety Dispatcher shall be paid at labor grade 11.

The charts below are intended to represent the agreed upon increase.

Steps as listed above will be reflected as follows:

Effective July 1, 2025				
FY26 (+3%)				
LABOR GRADE	STEP 1	STEP 2	STEP 3	STEP 4
10	25.78	27.21	28.65	30.10
11	27.21	28.65	30.10	31.60

Effective July 1, 2026				
FY27 (+3%)				
LABOR GRADE	STEP 1	STEP 2	STEP 3	STEP 4
10	26.55	28.03	29.51	31.00
11	28.03	29.51	31.00	32.55

Effective July 1, 2027				
FY28 (+3%)				
LABOR GRADE	STEP 1	STEP 2	STEP 3	STEP 4
10	27.35	28.87	30.40	31.93
11	28.87	30.40	31.93	33.53

Collective Bargaining Agreement between the TOWN OF BELLINGHAM and AFSCME FULL-TIME PUBLIC SAFETY DISPATCHERS

negotiations between the parties hereto, the terms and provisions of this Agreement shall remain in full force and effect until the terms and provisions of a new agreement become effective.

SECTION 3: Should any provision of this Agreement be in conflict with any Federal or State Law, except as provided in Chapter 150E, Section 7 of the General Laws, or found invalid by any court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

SECTION 4: Should the Public Safety Communications Center operated by the Town of Bellingham become the primary dispatch center for a regionalized system or assume dispatch responsibilities for any additional municipality or agency, the parties agree to impact bargain the changes.

Witness of hands this, 10th day of June, 2025

AFSCME PUBLIC SAFETY DISPATCHERS

Ricciyu Maciel
Budgette Don Lombi
per President

TOWN OF BELLINGHAM

as approved by Selectboard 5/19/25
Devin C. Clegg
John D. Doyle
Bob Doyle