

MEMORANDUM OF AGREEMENT

TOWN OF HANSON AND AFSCME COUNCIL 93, LOCAL 1700 (HANSON DISPATCHERS UNION)

This Memorandum of Agreement sets forth the material terms of a two-year Agreement between the Town of Hanson ("Town") and AFSCME Council 93, Local 1700 (Hanson Dispatchers Union), covering the period from July 1, 2011 through June 30, 2013, which the parties' negotiating teams have reached in the process of negotiations. This offer and any Agreement shall be considered off-the-record until ratified by the Union's membership and by the Board of Selectmen and funded by Town Meeting. The bargaining teams shall sponsor and support such ratification. Failing ratification by both the Union and the Board, the offer and Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions, and it shall not be admissible in any proceeding.

1. **ARTICLE XI- PAY PRACTICES (APPENDIX A)**

- a. Effective July 1, 2012, increase the pay scale by 1.5 %.
- b. Effective June 30, 2013, increase the pay scale by 1.5 %.


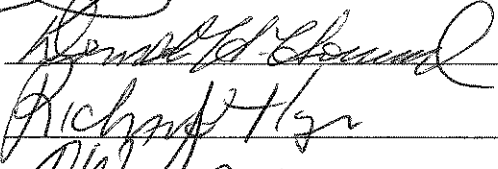

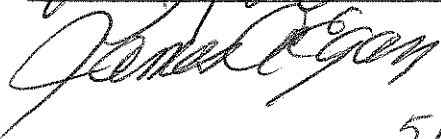
2. **HEALTH INSURANCE**

Notwithstanding this Agreement, the parties retain all of their rights and obligations with respect to the 2011 health insurance reform legislation ("An Act Relative To Municipal Health Insurance").

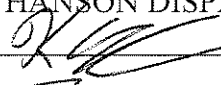
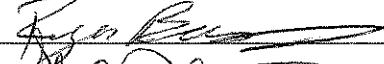
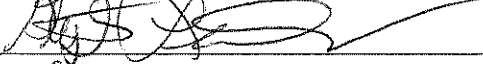
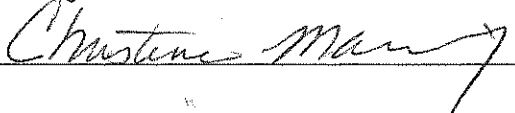
3. **ARTICLE XVI. DURATION OF AGREEMENT**

Change dates to reflect a two year agreement, July 1, 2011-June 30, 2013.

TOWN OF HANSON

HANSON DISPATCHERS UNION

5/7/12 1

DISPATCHER'S WAGE RATES

<i>Steps</i>	<i>7/1/2011</i>	<i>7/1/2012 1.5% Increase</i>	<i>6/30/2013 1.5% Increase</i>
Step 1	\$18.93	\$19.21	\$19.50
Step 2	\$19.77	\$20.07	\$20.37
Step 3	\$20.61	\$20.92	\$21.23
Sr. Disp.	\$24.03	\$24.39	\$24.76
Trainee	\$15.14	\$15.37	\$15.60

AGREEMENT
**TOWN OF HANSON AND AFSCME COUNCIL 93, LOCAL 1700 (HANSON
DISPATCHERS)**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Town of Hanson ("Town") and AFSCME Council 93, Local 1700 (Hanson Dispatchers) to memorialize the parties' understandings regarding amendments to the parties' 2008-11 Contract to address significant financial problems facing the Town in FY 2011 and minimize layoffs in the Police Department.

1. ARTICLE XI- PAY PRACTICES-

Add the following sentence to section 11.0 so that it reads as follows:

"Rates of pay are listed in Appendix A. However, the pay scale scheduled to take effect on July 1, 2010 will not take effect until June 30, 2011."

2. ARTICLE XIII- MISCELLANEOUS PROVISIONS-

a. Section 13.8- Health Insurance- Add the following sentence to the second paragraph and add a third paragraph to the section so that the section will read as follows:

"The Town will pay 90% (ninety percent) of the monthly premium cost for the individual plan and 80% (eighty percent) of the monthly premium cost for the family plan for the HOMS (HMO Blue and Harvard Pilgrim) it currently offers.

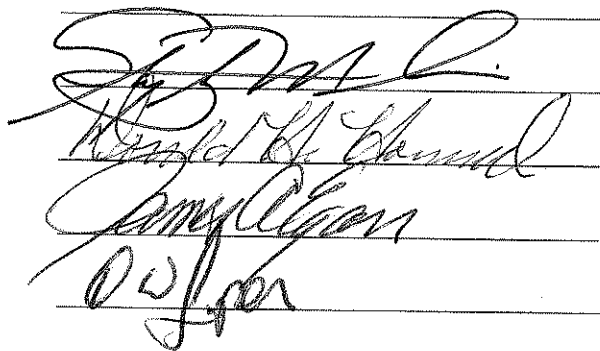
Except for the Town's contribution toward the monthly premium, employees will be obligated to pay all other costs associated with the health insurance plans, including without limitation any co-pays and deductibles. The employees' health insurance costs include the increases in co-pays/deductibles taking effect on July 1, 2010.

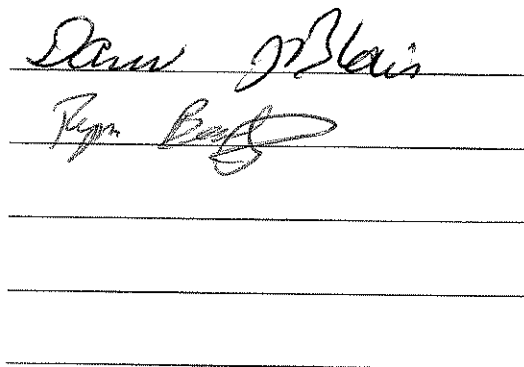
The Town agrees to contract for a Flexible Spending Account and pay the monthly assessment for each employee who participates."

- b. Section 13.9- Clothing Allowance- The Town will not have to provide a clothing allowance in Fiscal Year 2011.

TOWN OF HANSON

HANSON DISPATCHERS


Harold H. Edmund
Town of Hanson
Dispatcher


Dan Blais
Town of Hanson
Dispatcher

Date: 6/7/11

Date: 11/10/10

AGREEMENT
BETWEEN
TOWN OF HANSON
AND
DISPATCHERS
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO STATE COUNCIL 93, LOCAL 1700

EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2011

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PREAMBLE

This Agreement entered into by the Town of Hanson hereinafter referred to as the Town, and Local 1700, State Council 93, American Federation of State, County and Municipal Employees, AFL/CIO, hereinafter referred to as the Union, has as its' purpose the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

STABILITY OF AGREEMENT

1.0 If any of the provisions of this Agreement is found by a court of competent jurisdiction to be in conflict with any Federal Law or statute, or statutes of the Commonwealth of Massachusetts, such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect.

1.1 The parties acknowledge that during the negotiations which preceded the execution of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party may, however, propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by letters of mutual intent which shall be signed by representatives of the parties duly authorized by the Town and the Union.

1.2 The failure of the Town or the Union in insisting in any one or more incidents, upon performances of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such terms or conditions, and the obligation of the Union or the Town to such future performance shall continue in full force and effect.

ARTICLE II

RECOGNITION

2.0 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours of work, standard of productivity and performance and conditions of employment for all dispatchers regularly employed by the Town of Hanson, including the Senior Dispatcher; excluding casual employees, employees working less than twenty-four (24) hours per week, and all other employees.

2.1 The past practice of having employees, who normally work less than twenty-four (24) hours per week, fill in and perform dispatch duty, shall not be disallowed by the provisions of this Agreement.

ARTICLE III

MANAGEMENT RIGHTS

3.0 Except as expressly limited by a specific provision of this Agreement, the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the various Town Departments and Agencies and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives which the Town had not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Town. Without limiting the generalities of the foregoing, the Town shall have the right of making work assignments, disciplines for just cause, maintaining discipline, and the right to make and enforce reasonable rules and regulations for the safe, efficient and orderly operations of the various Departments and Agencies of the Town. Nothing contained in this Agreement shall limit the Town's right to change or modify existing organizational structures of the Town Departments or Agencies, to assign the work tasks, or to hire.

ARTICLE IV

UNION AND EMPLOYMENT SECURITY

4.0 The Town agrees to deduct Union dues in accordance with the provisions of M.G.L. Chapter 180, Section 17A. Such deduction of Union dues shall only be made upon receipt by the town, of proper signed authorization forms requesting such deductions. The Town shall remit the aggregate monthly amount to the Treasurer of the Union along with a list of employees who have said dues deducted.

Such remittance shall be made by the tenth of the succeeding month, if possible. One quarter of the month dues will be deducted from the employees' pay weekly.

4.1 A written list of Union Stewards and other representatives shall be furnished to the Town immediately after their designation and the Union shall notify the Town of any changes. Union Stewards may be granted reasonable time off, without loss of pay, during working hour to investigate and settle grievances that cannot be deferred until after working hours; provided such discussions do not interfere with the performance of duties assigned to employees and prior approval has been given by the Department Head involved in the matter.

4.2 When a position covered by this Agreement becomes vacant, the Town may fill the vacancy, on a part-time or full-time basis, with Town employees classified as Dispatchers and the work of dispatching shall become part of the Dispatcher's duty. The Town will not suspend or discharge those bargaining unit employees presently employed as Dispatchers, except for just cause; No employee presently employed as Dispatcher shall be laid off from Town employment except for lack of work or where the Town fails to vote the necessary funds to continue their employment.

4.3 There shall be no discrimination by the Town or agents of the Town against any employee because of his legally constituted Union membership activity, nor shall there be any discrimination by the Union or any of its agents against an employee for non-membership in the Union. The Town further agrees that there will be no discrimination against any member for his adherence to any provisions of this Agreement, provided that employees follow the procedure of "work now, grieve later" in all instances except where the employee believes his personal safety will be seriously endangered by compliance with an order or directive of his supervisor.

4.4 The continuous length of service of an employee in the Dispatching service of the Town shall determine the seniority of the employee.

4.5 Part-time employees may receive benefits of this Agreement on a pro-rated basis. Part-time employees are defined as employees who are assigned and normally required to work an established schedule of weekly hours of less than forty(40)hours per week but a minimum of twenty-four (24) hours per week each week for the full year.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

5.0 Any difference as to the interpretation of this Agreement in its application to a particular situation or as to whether it has been observed and performed may be a grievance under this Agreement. Should any employee have a grievance an earnest effort shall be made to settle such grievance at the earliest possible time by use of the following procedure. The term "calendar days" or "calendar weeks" includes Saturdays, Sundays, and Holidays.

Step 1 The employee with or without the Union Steward shall present his grievance to the Department Head (Chief of Police) within five (5) working days after the occurrence of the situation, condition, or action giving rise to the grievance.

Step 2 If the employee's grievance is not settled under Step 1, the aggrieved employee may, within two (2) calendar weeks, refer the grievance to the Town Administrator. Such grievance shall be in writing and give all the pertinent information relative to the grievance and indicate the relief requested. The Town Administrator shall give a decision in writing within three (3) calendar weeks.

5.1 The time limits outlined in this grievance procedure may be extended at any time by mutual agreement of the parties.

5.2 Any grievance not settled though the grievance procedure may be presented to arbitration within thirty (30) calendar days after the final decision of the Town Administrator has been given to the employee.

5.3 A request for arbitration shall state in reasonable detail the nature of the dispute, the specific provision(s) of the Agreement alleged to have been violated and the remedy requested. The request shall be sent to the American Arbitration Association or the Massachusetts Board of Conciliation and Arbitration and a copy shall be furnished to the Town.

5.4 In the selection of an arbitrator and the conduct of any arbitration the Voluntary Labor Arbitration rules shall control.

5.5 Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator, meeting place and other incidental expenses, mutually agreed to in advance, shall be shared equally between the two (2) parties.

5.6 Nothing contained herein shall be construed so as to authorize any arbitrator to alter or modify this Agreement or any of

its provisions or to take any action to prevent the Town and the Union from settling by mutual agreement, prior to final decision, any grievance submitted to arbitration hereunder.

5.7 The award of the arbitrator shall be final and binding, except that either party may seek appellate review in the courts as to the legality of the award.

ARTICLE VI

HOURS OF WORK

6.0 The regular hours of work each day shall be consecutive, except for interruption for meal periods. The work week shall consist of forty (40) hours of five (5) days within a seven (7) calendar day period, as scheduled by the Department Head.

In lieu of break time, the Town shall pay an additional thirty (30) minutes for each shift worked, at the normal rate. In lieu of meal time, the Town shall pay an additional thirty (30) minutes for each shift worked at the rate of time and one-half.

6.1 The Town may apart from the above, establish from time to time different work schedules for full-time and part-time employees and hours of work for individual employees, after having consulted with the Union and after having given due consideration to the convenience of the employee involved.

ARTICLE VII

OVERTIME

7.0 Overtime pay at the rate of one and one-half (1 1/2) times the employees regular straight time hourly rate shall be paid for work performed in excess of forty (40) hours in any work week, except as set forth in Section 6.0 above.

7.1 The Town will distribute overtime opportunities as equitable as is practicable, with the objective of having employees in the same classification in the department having, at the end of the contract term, as small a variation in overtime as is reasonable under all the circumstances. Overtime shall be distributed by a rotating list. The names on the list will go in order of seniority, with full-timers always having first refusal of all overtime. If an employee shall take an offered overtime shift, their name will drop to the bottom of the list. If an employee cannot take the overtime shift, their name will remain at its location on the list.

ARTICLE VIII

HOLIDAYS

8.0 Employees shall be granted the following fifteen (15) paid holidays without loss of pay, if actively employed on the occurrence of each holiday:

- | | |
|-----------------------------|----------------------------|
| 1. December 31st | 8. Labor Day |
| 2. New Year's Day | 9. Columbus Day |
| 3. Martin Luther King's Day | 10. Veteran's Day |
| 4. Presidents' Day | 11. Thanksgiving Day |
| 5. Patriot's Day | 12. Day After Thanksgiving |
| 6. Memorial Day | 13. December 24th |
| 7. Independence Day | 14. Christmas Day |
| | 15. Floating Holiday |

8.1 Employees presently employed who are required to work on any of the above listed holidays shall receive time-and-one-half (1 1/2) their straight-time hourly rate of pay for all hours worked on the holiday in addition to holiday pay. The employee has the option of taking holiday pay or converting it into vacation time provided that the employee notifies the supervisor at least one week in advance and the vacation is taken at a time mutually agreeable with the supervisor.

8.2 An employee shall not be eligible for holiday pay unless the employee has worked his/her last regularly scheduled working day prior to and the next regularly scheduled working day following such holiday, unless the employee is excused by the Department Head for personal illness.

8.3 If a holiday falls on an employee's regularly scheduled day off, the employee shall have the option of taking holiday pay or converting it into a vacation day provided that the employee notifies his/her supervisor at least one week in advance and the vacation day is taken at a time mutually agreeable with the supervisor.

ARTICLE IX

VACATIONS

9.0 All employees who are employed shall be allowed vacation without loss of their regular weekly rate of pay in accordance with the following schedule:

a. An employee who has completed six (6) months of continuous service shall be granted five (5) working days vacation leave.

b. An employee who has completed one (1) continuous year of service shall be granted ten (10) working days vacation leave.

c. An employee who has completed five (5) continuous years of service shall be granted fifteen (15) working days vacation leave.

d. An employee who has completed ten (10) continuous years of service shall be granted (20) working days vacation leave.

e. An employee who has completed fifteen (15) continuous years of service shall be granted twenty-five (25) working days vacation leave.

f. An employee who has completed twenty (20) continuous years of service shall be granted twenty-eight (28) working days vacation leave.

g. An employee who has completed twenty-five (25) continuous years of service shall be granted thirty (30) working days vacation leave.

9.1 Vacation leave shall be granted during the year in which eligibility occurs.

9.2 Vacation shall be scheduled at the discretion of the Department Head at such time as will cause the least interference with the performance of the regular work of the Town. In scheduling vacations, preference should be given employees on the basis of years of employment with the Town.

9.3 An employee shall be granted an additional day of vacation if while on vacation leave, a designated paid holiday occurs.

9.4 Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the unused vacation leave.

9.5 Employees who are eligible for vacation and whose services are terminated by dismissal through no fault or delinquency of their own, by resignation (if two (2) week's notice has been given previously) or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance as earned, and not granted in the vacation year prior to such dismissal, resignation with notice, retirement or entrance into the Armed Forces.

9.6 An employee, with written approval from the department head, shall be allowed to carry forward a maximum of one (1) weeks vacation that must be utilized during the first six months of the subsequent year.

ARTICLE X

SICK LEAVE

10.0 Unlimited sick leave shall be granted for sickness or injury to the employee.

10.1 Sick leave shall be considered to be absence from duty without loss of pay for the following reasons:

A. Employee's illness or injury except where directly traceable to an employer other than the Town or to a work-related injury or illness covered by Massachusetts General Laws or intentionally self-inflicted injury.

B. Medical, optical or dental treatment required for an employee when such treatment cannot be accomplished on off-duty hours.

C. When serious illness of any employee's immediate family requires his/her personal attendance.

D. No sick leave shall be refused for an obvious personal injury or a situation requiring non-elective surgery. If a dispute arises concerning a return date for employment, procedures set forth under Section 10.2(B) of this Article shall be followed.

E. Abuse or falsification of any sick leave provisions shall be cause for disciplinary action.

F. Notification of absence shall be given to the Selectmen's Office as early as possible on the first day of absence.

G. Payments under the provisions of this Article shall be limited, in the case of an employee who is receiving Workmen's Compensation payments, to the difference between the amount paid in Workmen's Compensation and the employee's regular rate. This co-payment shall not go or be extended beyond period of six (6) months duration.

10.2 Sick leave shall be granted in accordance with the following provisions:

A. Sick days granted numbering one (1) through ten (10) in a given absence shall be under the direct supervision of the Town Administrator and all such leave shall be subject to his approval, and such approval shall not unreasonably be withheld.

B. On or before the completion of the tenth consecutive sick day, the Town Administrator shall convene the Board of Review, said

Board of Review to consist of a member of the Board of Selectmen or their designated representative, a member of the negotiating team representing the bargaining unit and the Chief of Police or his designee. The Board of Review shall conduct a hearing and by majority vote, take action on any of the following recommendations:

1. Extend the sick leave for a specified amount of time, with full pay or proportion thereof, and conduct another hearing upon expiration of the time specified.
2. Require the individual to produce a medical certificate and/or require the Board's own examination of the individual by a recognized medical authority.
3. Terminate the sick leave. If the individual remains absent from employment, it will be without pay, and the Review Board may recommend disciplinary action to follow.
4. Make a recommendation that steps be taken to terminate the individual's employment.

ARTICLE XI

PAY PRACTICES

11.0 Rates of pay are listed in Appendix A.

11.1 Every employee in a position covered by this Agreement shall be considered for an increase in compensation within their classification and rate range, annually. The compensation review shall occur, at least three (3) months prior to the last anniversary date of employment or date of job change with the Town, whichever is later. Progression through the employee's classification and rate range is not automatic but is based on work performance. Increased compensation shall be a single annual step recommended and approved by the Department Head and payment should occur within thirty (30) days of the anniversary date of last employment or date of job change. Increases of more than a single annual step shall require advance approval of the Board of Selectmen.

11.2 An employee promoted to a higher-rated position shall enter the new position at the minimum pay rate. If the new position pay rate is equal to or less than the former pay rate the employee shall enter at a pay step above their present rate.

11.3 An employee transferred to a lower-rated position shall enter at the rate in the position from which such employee is transferred. The salary or wage of such employee, however, shall be adjusted to the appropriate rate in the range for a new position within one (1) year from the date of transfer.

11.4 When an employee is assigned and is working full time as Senior Dispatcher for a consecutive period of seven (7) working days or more, he/she shall be compensated in the higher-rated position retroactively back to the first day, in accordance with the provisions of Section 11.2 of this Article. This section does not apply for scheduled vacation periods.

11.5 An employee who is called back to perform unscheduled work after having completed his assigned work and left his place of employment shall be paid at the rate of the time-and-one-half (1 1/2) his regular straight-time hourly rate for such unscheduled work but shall receive no less than four (4) hours pay.

11.6 Employees shall receive a differential of \$1.25 per hour for work performed between 4:00 p.m. and 8:00 a.m. Said differential shall not be included in the base salary.

11.7 When a Dispatcher is required to train a new employee, they shall be paid an additional \$1.50 per hour during training hours.

11.8 There will be a training period for newly hired dispatchers of 120 working hours and the wages for the trainee during this period shall be 80% less than Step 1.

ARTICLE XII

WORK STOPPAGE

12.0 Pursuant to M.G.L. Chapter 150E the Union and the employee agree not to engage, induce or encourage any strike, work stoppage, slowdown or with-holding of services by employees, including extra work hours normally provided to the Town.

12.1 Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately, in writing, order such members to return to work and immediately cease such practices. The town shall receive a copy of this written notice.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.0 Bereavement Leave

Employees shall have up to five (5) consecutive working days off, without loss of pay, in the event of a death in the immediate family of the employee, namely: spouse, child, step-child, parent of either spouse, step-parent of either spouse, grandchildren,

grandparent of either spouse, brother, step-brother, sister, step-sister, or any member of their immediate household.

In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date. Such request shall be made at the time of notification to their supervisor of the death of one of the above-named relatives, and may be granted at the discretion of their supervisor.

Additional time off, without pay, may be granted by the Department Head for justifiable reasons. Refusal of additional leave shall not be subject to the grievance procedure outlined in Article V.

13.1 Jury Duty

The Town will reimburse the employee the difference in wages earned as a juror and what his normal earnings would have been had he been working for the Town for the period of jury duty, exclusive of overtime. Wages earned as a juror shall not include travel expenses.

13.2 Bulletin Board

The Town shall provide space for a bulletin board of reasonable size in the various departments to be used for Union business and activities. All such notices shall be approved for posting by the respective Department Heads.

13.3 Personal Days

Employees shall have three (3) days available for personal use with approval of the Department Head.

13.4 Court Time

In the event an employee is summoned to court at a time other than his assigned shift for, or in behalf of, the Town, Commonwealth or in any administrative proceedings in connection with duties, shall be paid for court time, at time and one-half for a minimum of four (4) hours. Time shall commence one (1) hour prior to the employee's appearance.

13.5 Training Period

The Department Head shall identify training programs, either required or provided by other towns, any county or the Commonwealth that are acceptable to the Town and shall schedule employees, as time permits, and such attendance shall be at the

normal rate of pay.

13.6 Probationary Period

All new hires shall be subject to a twelve (12) month probationary period and during that time may be terminated at the discretion of the Department Head.

13.7 Union Release Time

Except as hereinafter provided, Union business shall be conducted by Union officials on off-duty hours. Designated Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances, no more than three (3) grievants shall be granted such leave. Requests for all such time off shall be made in advance and shall not be unreasonably denied.

Union officials and representatives shall conduct Union business in a manner which shall not be disruptive to the Town's operations or any employee's work. The Union will furnish the Town with a list of the designated Union officials. Leaves of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend conventions of the State, Regional and Parent Organizations. Such leave will require the prior approval of the Town Administrator. Persons designated as alternate delegates shall not be granted paid leave of absence to attend such conventions.

13.8 Health Insurance

The Town will pay 90% (ninety percent) of the monthly premium cost for the individual plan and 80% (eighty percent) of the monthly premium cost for the family plan for the HMOs (HMO Blue and Harvard Pilgrim) it currently offers.

Except for the Town's contribution toward the monthly premium, employees will be obligated to pay all other costs associated with the health insurance plans, including without limitation any co-pays and deductibles.

13.9 Clothing Allowance

There will be a yearly clothing allowance of \$250 per bargaining unit member, payable in the month of July.

ARTICLE XIV

ANTIDISCRIMINATION

14.0 The parties of this Agreement pledge that they shall not knowingly discriminate against any employee because of race, creed, color, sex, age or national origin, as provided by law in the execution and administration of this Agreement.

ARTICLE XV

REDUCTION IN FORCE

15.0 The term layoff shall mean a reduction in the number of employees in a position within the bargaining unit because of a lack of work in such position or where the Town Meeting fails to vote to provide the necessary funds to maintain those positions. The following situations shall not constitute a layoff and accordingly shall not be governed by the layoff and recall procedure.

A. A change in the place of performance of the work from one department or work area to another.

B. A change whereby work performed on one shift is to be performed on a different shift or schedule when a layoff does occur, the least senior employee in the classification and department affected by the layoff, shall be the first to be laid off. The laid off employee(s) will retain recall rights for one (1) year beyond the date of termination or his/her length of service, whichever is less. Recall to active service will be in reverse order of layoff, that is: the most senior employee will be recalled first to the position and Department from which laid off. The employee must notify the Town of her/his availability to return to work within twenty-four (24) hours of the recall notice and report for work within one (1) calendar week or lose her/his right to recall.

15.1 Employees who are laid off during the term of this agreement will receive pay for vacation entitlement accrued but not taken up to the date of the layoff. In the event of recall to Town employment, during the year of the layoff, the employee will not be entitled to any further vacation time or pay for that vacation year commencing July 1 and ending June 30.

15.2 Employees who are laid off during the term of this agreement will receive holiday pay for the two holidays occurring

immediately after the day of the layoff. No other holiday payment shall accrue. In the event of a recall prior to the occurrence of the holiday the employee shall receive only one payment for the holiday(s).

15.3 Employees who are laid off during the term of this agreement will receive a day's pay for each three (3) days of unused portion of the employee's accumulated sick leave.

15.4 Employees who are laid off during the term of this agreement shall receive one (1) week's regular pay for each five (5) years of full-time continuous employment with the Town in accordance with the following examples:

5 to 10 years	1 week's pay
10 to 15 years	2 week's pay
15 to 20 years	3 week's pay

15.5 The date of payments under this reduction in force article shall be made as mutually agreed between the Town, the Union and the employee.

ARTICLE XVI

DURATION OF AGREEMENT

16.0 The provisions of this Agreement shall become effective as of July 1, 2008 and shall continue in full force and effect to and including June 30, 2011. The cost items negotiated into this agreement shall be subject to Town Meeting vote.

16.1 Either the Town or the Union may reopen this Agreement by written notice to the other not more than one hundred and fifty days (150) and not less than thirty (30) days prior to June 30, 2011. Not more than fifteen (15) days following receipt of such notice, collective bargaining shall commence for the purpose of considering the terms of a new or modified agreement.

APPENDIX A

As of July 1, 2008 the following wage scale shall be in force for full-time and regular part time dispatchers.

SHIFT DIFFERENTIAL OF \$1.25 PER HOUR FOR ALL HOURS WORKED BETWEEN 4:00 P.M. AND 8:00 A.M. Said differential shall not be included in the base salary.

The following wage scale represents a 3% increase for each year of the contract, retro to July 1, 2008.

STEPS	July 1, 2008	July 1, 2009	July 1, 2010
Step 1	\$ 17.84 PER HR	\$ 18.38 PER HR	\$ 18.93 PER HR
Step 2	\$ 18.63 PER HR	\$ 19.19 PER HR	\$ 19.77 PER HR
Step 3	\$ 19.43 PER HR	\$ 20.01 PER HR	\$ 20.61 PER HR
Sr. Disp.	\$ 22.65 PER HR	\$ 23.33 PER HR	\$ 24.03 PER HR
Trainee	\$ 14.27 PER HR	\$ 14.70 PER HR	\$ 15.14 PER HR

Part time Dispatchers, as described above, shall be paid time and a half (1 1/2) their normal hourly rate of pay when working any holidays which are listed in Article 8, Holidays.

This Agreement entered into this 19th of ^{May}~~April~~, 2009.

Union:

David J. Blair
Michael A. Breen

Board of Selectmen:

James O'Leary
Robert J. O'Leary
John J. O'Leary
Stephen J. O'Leary
Ronald H. Hammond