

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE TOWN OF RUTLAND**



**&**

**THE RUTLAND REGIONAL EMERGENCY  
DISPATCH EMPLOYEES,  
MASSACHUSETTS COALITION OF  
POLICE, AFL-CIO, LOCAL 435**



**July 1, 2020 – June 30, 2023**

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***Preamble:*** *This Agreement is made by and between the Town of Rutland (the "Town" or the "Employer") and the Rutland Regional Emergency Dispatch Employees, MassCOP Local 435, AFL-CIO ("the Union") for the purposes of the promotion of harmonious relations between the Employer and the Union, 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 insofar as the same may be permissible by law.*

**ARTICLE 1  
RECOGNITION**

The Town recognizes, the Union, as the sole and exclusive collective bargaining representative for wages, hours and all conditions of employment for all regular full-time dispatchers employed by the Town, including the Dispatch Supervisor but excluding all managerial, confidential and all other employees of the Town.

**ARTICLE2**  
**EMPLOYEE RIGHTS & REPRESENTATION**

The Town shall not discharge, discriminate, interfere with, restrain or coerce any employee because of his/her lawful exercise of the rights set forth in MOL Chapter ISOE and under this Agreement. The Town will not discriminate against or take any adverse action against any employee because such employee gives testimony, takes part in grievance procedures or hearings, negotiations or conferences for or on behalf of the Union or any employee.

The Town shall not discipline any employee except for just cause. In the event any employee is disciplined, he/she shall receive a written statement specifying the reason the disciplinary action was taken. The Union will be notified within three (3) days if any employee is disciplined.

The Town agrees to provide access to each employee a copy of the existing regulations, policy and procedures and a copy of any future changes or new rules.

### **ARTICLE 3 MANAGEMENT RIGHTS**

The Town shall not be limited in any way in the exercise of the functions of municipal management or government and shall have retained and reserved unto itself, without bargaining with the Union, all the powers, authority and prerogatives of municipal management or government, including but not limited to the following examples:

- (a) the operation and direction of the affairs of the Department in all of its various aspects;
- (b) the determination of the level of services to be provided;
- (c) the direction, control, supervision and evaluation of the employees, including the establishment of the evaluation instrument, the frequency of the evaluations and the conducting of the evaluation; provided, however, the establishment of the evaluation instrument shall be subject to bargaining to resolution between the Town and the Union;
- (d) the determination of employee rank;
- (e) the determination and interpretation of job descriptions;
- (f) the increase, diminishment, change or discontinuation of operations, in whole or in part;
- (g) the institution of technological changes, including computerization of the revising of processes, systems or equipment;
- (h) the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- (i) the determination of the methods, means, location, organization and number of personnel of the department, including whether to fill a vacancy or not; the assignment and transfer of employees, the scheduling and enforcement of shifts, vacations, days off and working hours;
- (j) the assignment of overtime;
- (k) the enforcement of working hours;
- (l) the determination of whether or not goods should be leased, contracted or purchased on either a temporary or permanent basis;
- (m) the imposition of written reprimands, the demotion, suspension, or discharge of employee's subject to just cause;
- (n) the layoff or relief of employee's due to lack of funds or of work or for any other lawful reason;
- (o) the making, implementation, amendment and enforcement of such rules, regulations, operating and administrative procedures, from time to time as the Town deems necessary, except to the extent expressly limited by a specific provision of the Agreement.

During a state of emergency, the Town shall have the right to take any action necessary to meet the emergency. The exercise of management rights under this section shall not be subject to the provisions of Article 13 (Grievance Procedure) of this Agreement.

The Town will have the right to invoke these rights, in its sole discretion, as the Town may deem appropriate without negotiation with the Union; except to the extent expressly abridged by a specific provision of this Agreement.

## **ARTICLE4 NO-STRIKE**

**Section 1.** No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

**Section 2.** the Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.

**Section 3.** The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

**Section 4.** Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

**Section 5.** The Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in a court of appropriate jurisdiction to enforce this Article.

**Section 6.** Nothing in this Article shall limit an employee's rights to exercise his first amendment rights of informational picketing on non-duty time.

## **ARTICLE 5 STABILITY OF AGREEMENT**

**Section 1.** No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

**Section 2.** The failure of the Town or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such terms of conditions, and the obligations of the Town and the Union to such future performance will continue in full force and effect.

**Section 3.** If any Article or section of this Agreement or any addendum to this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction., or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and any addendum will not be affected and will remain in full force and effect.

**ARTICLE 6  
APPOINTMENTS**

The Board of Selectmen shall appoint members of the bargaining unit.

**ARTICLE 7  
PROBATIONARY PERIOD**

**Section 1.** All new employees shall be considered as probationary employees until they complete a probationary period twelve (12) months on the active duty. During the probationary period, his/her employment may be terminated by the Town at any time. There shall be no recourse through Article 9 for a person discharge from duty during his/her probationary period.

There shall be no seniority among probationary employees. Upon successful completion of his/her probation period, an employee shall acquire seniority which shall be retroactive to his/her last date of hire with the Town in a position covered by this Agreement.

**ARTICLE 8  
RESIDENCY REQUIREMENTS**

**Section 1.** All members shall, within one year of permanent appointment, reside no further fifteen than (15) miles linear distance from any Town line border. Residence distance shall be determined using Town line border to Town line border.

## **ARTICLE9 GRIEVANCE PROCEDURE**

A grievance is defined as an allegation by one party that the other party has violated a specific term of the Agreement. All grievances will be dated and time stamped.

### Procedure:

#### **Step 1**

The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute, in writing with the Communications Director within seven (7) calendar days of when the Union or the aggrieved employee knew or should have known of the event giving rise to the grievance. The Director and/or his designee shall attempt to resolve the matter in writing within seven (7) days after the date the grievance was filed

#### **Step 2**

If the grievance or dispute still remains unresolved, it may be presented by the Union to the Town Administrator and Board of Selectmen in writing within fifteen (15) calendar days after the response from the Director was received or due. The Board of Selectmen shall have the option of holding a hearing on the matter within (30) calendar days of receipt of the grievance and shall respond to the Steward/representative in writing within thirty (30) days after the filing with the Board of Selectmen.

#### **Step 3**

If the grievance is still unresolved, the Town or the Union may, within fifteen (15) calendar days after the reply of the Board of Selectmen is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by the American Arbitration Association. The parties will be responsible for sharing equally any of the costs of arbitration.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies without charge to the other party and to the arbitrator.

If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to including restoration to the job with all compensation and privileges that would have been due the employee. No arbitrator shall have any power to add to or subtract from or modify any of the terms of this agreement or to decide any questions except the grievance as submitted. No award may be made retroactive for more than thirty (30) days prior to the date of the grievance was reduced to writing in Step I except in cases where the affected employee was unaware of the grievance for reasons beyond the employee's control.

Any member or members of the bargaining unit shall initiate in any administrative forum, any proceeding that relates to a grievance currently pending under this Article which has been initiated by the same person(s) proceedings under this Article shall terminate.

The parties agree that time extensions may be granted in writing by mutual agreement at any step of the procedure set forth in this Article. A failure to act within the time frame specified in this Article to file a grievance or appeal a decision to the next step, except while authorized leave, shall constitute a waiver of any rights under this Agreement.

## **ARTICLE 10 HOURS OF WORK**

**Section 1.** The Communications Director reserves the right to modify the schedule accordingly to ensure proper levels of staffing as well as to promote a healthy work environment within the Center. The Communications Director shall provide the union 30 days' notice of any and all schedule changes.

**Section 2.** The Rutland Regional Emergency Communications Center shall be staffed with at least two (2) certified dispatchers at all times.

**Section 3.** The Employee shall be allowed a paid, thirty-minute break after 6 hours of work. In consideration of being paid for this meal break, the dispatcher always agrees to be available for duty during the meal break in the event of any emergency. Employees may be permitted to leave the general vicinity of the dispatch center when staffing levels are at 3.

## **ARTICLE 11 HOLIDAYS**

### **Section 1.** Recognized and Observed Paid Holidays:

- a) New Year's Day
- b) Martin Luther King Jr. Day
- c) President's Day
- d) Patriot's Day
- e) Memorial Day
- f) Independence Day
- g) Labor Day
- h) Columbus Day
- i) Veteran's Day
- j) Thanksgiving Day
- k) Christmas Day

All employees who have completed 30 days of service with the Town of Rutland shall be entitled to the above listed holidays. Holiday compensation shall be at the regular rate of pay.

If a holiday occurs within an employee's vacation period he/she shall not be charged a vacation day for that day.

In order to qualify and receive pay for an observed holiday, an employee must be actively working or be taking a paid Sick Leave, Vacation or Personal Day, on their scheduled work day preceding and following the observed Holiday.

An employee on an unpaid leave of absence is not paid for designated holidays during the period of time he/she is on an unpaid leave of absence.

All employees required to work on a regular holiday shall receive, in addition to the regular pay, additional compensation at the rate of time and one-half his/her regular rate of pay.

**ARTICLE 12**  
**SENIORITY & SENIORITY RIGHTS**

Seniority shall be by rank and shall consist of the relative length of accumulated service of each employee in the respective rank and any accumulated service in a rank(s) above their present rank. An employee's length of service shall not be reduced by paid time lost due to sickness or injury or authorized leave of absence. For the purpose of this Article, rank shall mean and include the following: Dispatch Supervisor and Dispatcher. All full-time bargaining unit members have seniority over all part-time dispatchers

The Town shall post in a conspicuous place and furnish the Union with a current seniority list at least every twelve (12) months and whenever there is a change.

An employee's continuous service record shall only be broken by voluntary resignation, suspension for greater than thirty (30) consecutive days, discharge for just cause, or retirement.

**ARTICLE 13**  
**SHIFT BIDDING & SHIFT ASSIGNMENTS**

Open full-time shifts shall be awarded by seniority. If a full-time shift opening occurs during the year, such shift shall be posted and be open for bid for a period of ten (10) days. The notice shall be posted in the Rutland Regional Emergency Communications Center by the Director of Communications. The most senior full-time dispatcher shall pick first. The process shall continue through the current full-time seniority list until the shift is filled.

Twice annually, with changes effective January 1 and July 1, all full-time shifts shall be re-bid, in order of seniority as defined by Article 12 of this Agreement.

Shift assignment and selection is based on seniority within rank or position, i.e. dispatchers and dispatch supervisors. Management may determine that a change to shift assignment is necessary based on training or job performance issues. Such change will be made for a temporary period of time not to exceed thirty (30) days, and may be extended if management can clearly demonstrate and substantiate a need for continued reassignment.

## **ARTICLE 14 VACATION LEAVE**

Vacation leave will be granted as follows:

- 2 weeks' vacation after 1 year of employment
- 3 weeks' vacation after 5 years of employment
- 4 weeks of vacation after 10 years of employment
- 5 weeks of vacation after 15 years of employment

The number of full years of employment is determined on July 1st. For example, if an employee will attain 6 years of employment during the fiscal year that begins July 1, they will be eligible to receive 3 weeks of vacation starting on July 1st of that fiscal year.

Vacation leave may not be accumulated/carried into a different fiscal year.

Employees may not have their vacation time paid out "in lieu of" taking the time off.

## **ARTICLE 15 SICKLEAVE**

### **Granting of Sick Time:**

Sick days shall be credited to the employees on July 1<sup>st</sup> of each year. For Full-time (40 Hours per week) employees, 120 hours of sick leave will be granted, to a maximum of 1,400 hours. For permanent part-time employees who are regularly scheduled to work 20 or more hours per week, sick time will be granted at a ratio of the regularly scheduled part-time hours divided by 40 hours per week. Employees may not have their accrued sick time paid out "in-lieu" of taking the time off.

### **Use of Sick Days:**

An employee that has been absent from work due to the use of non-occupational sick leave three (3) consecutive days or more at one time, must present a doctor's certificate to their department Head. This certificate shall be attached to the weekly benefit time reports that are submitted to the treasurer's Office. A Doctor's certificate may also be required if a Department Head, the Town Treasurer, or the Town Administrator has reasonable cause to believe that the employee may be abusing their non-occupational sick leave.

### **Sharing Sick Time:**

Employees may donate sick leave to another employee of the Town of Rutland who is in serious need (due to a serious illness or injury and that employee has exhausted all of his/her available sick, personal, compensatory, and/or vacation time). The donated time shall be paid to the employee in need at the employee in need's rate of pay, regardless of the rate of pay of the employee choosing to donate time. All donations shall be submitted in writing to the Department Head who shall present the donation request to the Town Administrator. Authorization of the donation shall be at the discretion of the Town Administrator.

**Sick Incentive Time:**

Employees that do not use sick leave in a calendar month shall earn 3 hour of sick incentive time, not to be charged to sick leave or vacation leave. Any days earned as sick incentive leave shall be counted as personal time and allowed to be used with the approval of the Department Head. Up to 36 hours can be carried over between fiscal years.

**ARTICLE 16  
COMPASSION LEAVE**

An employee will be allowed up to five (5) days leave with pay and benefits upon the death of a spouse, domestic partner, child, parent, or sibling.

Up to three (3) days leave with pay and benefits upon the death of a grandparent, uncle, aunt, in-law or person living in the employee's household.

One (1) day leave with pay and benefits will be allowed the death of a close relative who is not a member of the immediate family.

Time to attend the funeral services of a fellow employee may be granted by the Director of Communications.

**ARTICLE 17  
PERSONAL LEAVE**

For full-time (40 hours per week) employees, up to 24 hours of personal leave per year with pay and benefits may be with the approval of the Communications Director or his/her designee. Personal time requests shall not be unreasonable denied.

Reasons for personal leave may include, but are not limited to, injury or illness of a family member, emergencies, or personal business that must be done during work hours. Personal leave may not be accumulated/carried into a different fiscal year. Personal leave may be used in two (2) hour increments

Employees may not have their personal time paid out "in lieu of" taking the time off.

**ARTICLE 18  
OVERTIME PAY**

Employees who work in excess of 40 hours in a week shall be paid at one and one-half times the regular hourly rate.

All time for which an employee is on full pay status such as sick leave, vacation, educational or training leave, but excluding holidays not worked, shall be considered time

worked for the purpose of calculating overtime compensation.

**ARTICLE 19**  
**UNION RELEASE TIME & UNION RIGHTS**

The Town agrees to allow the Union to maintain a suitable bulletin board in a convenient place in the Rutland Regional Emergency Communications Center to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

The Town agrees that during work hours, on the Town's premises used by the Rutland Regional Emergency Communications Center, and without loss of pay, Union representatives shall be allowed to:

Attend negotiating meetings with Town officials or Union meetings.

One Union representative shall be allowed reasonable time to investigate and file grievances so long as operations are not affected. One Union representative shall be allowed to attend grievance hearings before the Fire and Police Chief and/or Board of Selectmen.

**ARTICLE20  
UNION DUES**

The Town shall, for the duration of the agreement, deduct regular periodic Union dues each pay period from the paycheck of each employee who individually certifies in writing authorization for such deduction. The voluntary authorization for the deduction of dues specified above shall be as follows:

**DESIGNATION AND CHECK OFF AUTHORIZATION  
RUTLAND REGIONAL EMERGENCY DISPATCH EMPLOYEES, MASS COP  
LOCAL  
435**

I hereby request and accept membership in the RUTLAND REGIONAL EMERGENCY DISPATCH EMPLOYEES, MASSCOP LOCAL 435, and designate said labor organization as my sole and exclusive representative for the purposes of collective bargaining with my Employer in respect to rates of pay, wages, hours of employment or other conditions of employment.

I further authorize and direct the Town of Rutland to deduct from my pay in each pay period the initiation fee and the regular monthly Local Union dues for the current (or preceding) month and to remit the same to the RUTLAND REGIONAL EMERGENCY DISPATCH EMPLOYEES, MASSCOP LOCAL 435.

This authorization shall take effect as of the date hereof and shall remain in effect until revoked by me as hereinafter set forth.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date of Signing

**ARTICLE 21**  
**AGENCY SERVICE FEE**

Effective the thirtieth day following employment, or the effective date of this Agreement, whichever is the later, all employees covered by this Agreement shall be required, as a condition of employment to pay each pay period, an agency fee to the Union in an amount calculated in accordance with the law and no greater than Union dues.

**ARTICLE 22**  
**MATERNITY/ PATERNITY LEAVE**

On the occasion of the birth or adoption of a child, any employee shall, upon his/her request, and with the approval of the Director of Communications, whose approval shall not be unreasonably withheld, be granted a leave of absence without pay, in intervals of 90 days, not to exceed one (1) year in total.

Upon expiration of an approved leave of absence or sooner if he/she wishes, the employee shall be reinstated in the position which he/she held at the time such leave was granted.

Employees who wish to take such leave for purposes of maternity or paternity leave, the first ninety days of leave shall not be counted as the employee's FMLA leave. Bargaining unit members on maternity or paternity leave will be permitted to use all available paid time off during this period, including but not limited to vacation, personal, compensatory, and sick time.

**ARTICLE 23**  
**FAMILY & MEDICAL LEAVE**

In addition to the other leave provided in this agreement, bargaining unit members will be entitled to up to leave in accordance with the Family and Medical Leave Act (FMLA) (29 U.S.C. 2601, et seq.), the Small Necessities Leave Act (MGL c.149, s.52D), or Employment Leave for Victims and Family Members of Abusive Behavior (MGL c.149, s.52E, upon the employee's request.

Family and medical leave under this article shall be defined as leave in accordance with said laws.

At the employee's option, employees will be entitled to use any or all of their accrued paid leave for family and medical leave, but will not be so required.

All health insurance and other contractual benefits will continue during the period of family and medical leave, and all benefits will continue to accrue, whether the family and medical leave is paid or unpaid.

Family and medical leave shall not constitute a break in service.

**ARTICLE 24  
COMPENSATION**

**A. Base Wage**

**July 1, 2020**

Dispatch Supervisor	<b>Step1</b>	<b>Step 2</b>	<b>Step 3</b>	
	\$29.32	\$30.65	\$31.98	
Dispatcher	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
	\$22.93	\$23.88	\$24.88	\$25.90

**July 1, 2021**

Dispatch Supervisor	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	
	\$31.82	\$33.27	\$34.72	
Dispatcher	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
	\$25.18	\$26.12	\$27.15	\$28.18

**July 1, 2022**

Dispatch Supervisor	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	
	\$32.13	\$33.59	\$35.05	
Dispatcher	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
	\$25.43	\$26.38	\$27.42	\$28.46

**B. Shift Differentials**

Shifts commencing at or after 11:00PM-7:00AM - \$1.25  
 Shifts commencing at or after 3:00PM-11:00PM - \$1.00

**C. Stipends**

Each Certified Training Officer (CTO) who is assigned training duties within the Rutland Regional Dispatch Center by the Communications Director shall receive an annual stipend of \$1,000 paid out monthly.

**D. Longevity**

The Town shall provide members, longevity stipend of One Thousand Dollars (\$1,000) to each member starting on the anniversary date of 15 years of full-time service with the Rutland Regional Emergency Communication Center.

**ARTICLE 25**  
**CLOTHING ALLOWANCE**

Employees will receive an annual fiscal year uniform allowance of \$250. Employees shall be neatly dressed at all times while on duty, in uniforms which comply with the department specifications. Expenditure of full uniform allowance shall not excuse a dispatcher from maintaining his/her uniform in compliance with departmental specifications.

Employees will be able to select clothing from the department's uniform website.

All items purchased with the fiscal year uniform allowance are property of the Rutland RECC and will be returned if an employee resigns or is terminated.

Items not listed on the website may be purchased with the approval of the Communications Director.

**ARTICLE 26  
HEALTH INSURANCE**

The Town shall pay Seventy-Five (75%) Percent of the premiums for coverage in effect under the Town health and life insurance plans for all members of the bargaining unit.

**ARTICLE 27  
JURY DUTY**

The Town shall pay an employee's regular wages for all time spent performing jury duty, minus any compensation received by the employee as jury pay, provided the employee has given the Director of Communications forty-eight (48) hours' notice of the jury obligation.

**ARTICLE 28  
MISCELLANEOUS**

**Section 1.** Members shall be required to maintain a valid Massachusetts driver's license.

Enforcement of this paragraph is subject to just cause.

**Section 2.** Members shall not use cell phones or similar devices while engaged in emergency activities unless it directly relates to the emergency situation.

**Section 3.** Members shall be subject to the Electronic Communication Policy attached as Addendum I.

**ARTICLE29**  
**DRUG AND ALCOHOL TESTING POLICY**

**Section One - Policy**

The Town and the Union recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work site and/or while an employee is on duty.

**Section Two - Informing Employees about Drug and Alcohol Testing**

All employees shall be fully informed of the Dispatch Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. The employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her.

**Section Three - Employee Testing**

Employees shall be subjected to medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse if there is a reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse. This reasonable suspicion may be based on the following:

- (a) Involvement in a fatal or serious bodily injury accident or an accident involving substantial property damage (exceeding \$30,000.00); or,
- (b) An observable phenomenon, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or,
- (c) A pattern of abnormal conduct or erratic behavior; or,
- (d) An arrest of a drug or alcohol related offense; or,
- (e) Information provided by reliable and credible sources.

**Section Four** - The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the employee and only members of management and union officials with a compelling need for this information.

**Section Five** - The following information shall be provided an employee directed to undergo a drug test:

- I. a copy of the testing program procedures;
2. a description of the sample gathering protocol;
3. a list of tests to be used;
4. the name and location of the laboratories to be used;
5. the test results in writing with an explanation of what the results mean.

**Section Six** - Rehabilitation programs shall be mandatory for employees with confirmed positive results or for any employee admitting drug or alcohol abuse. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program. The employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

**Section Seven** - The employee agrees to submit a random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.

**ARTICLE 30**  
**HEALTH, SAFETY &**  
**OPERATIONAL FUNCTIONS**

It shall be the policy of the Town and the Union to promote the health and safety of the bargaining unit members and the orderly operations of the Rutland Regional Emergency Communications Center by strict adherence to the rules for the prevention of accidents and/or occupational diseases.

A committee of not more than three (3) bargaining unit members shall meet quarterly with the Director of Communications and other such persons as they desire to be present. Such meetings to be held at a mutually convenient time and place. Matters to be discussed shall be of an informal nature relating to health, safety, and operations and that the meetings shall not be used as bargaining sessions for terms and conditions of employment.

One on-duty Union representative shall be allowed reasonable time attend said meetings at regular rate of pay (non-over-time) so long as operations are not affected.

**ARTICLE 31**  
**REDUCTIONS IN FORCE & RECALL**

In the event it becomes necessary to lay off Rutland Regional Emergency Communications Center employees or otherwise reduce staffing (hours or personnel) reductions shall be made in order of seniority, as defined by this Article 12 of this Agreement. In the event it becomes necessary to lay-off or otherwise reduce full-time employees, full-time employees shall be laid off in inverse order by use of the Article 12 seniority list.

For a period of one year, laid off bargaining unit members shall be eligible for recall. Employees shall be recalled from lay-off according to their seniority with the most senior laid off employee recalled first. No full-time employees shall be hired to work in the Rutland Regional Emergency Communications Center until all employees in lay-off status desiring to return to work have been offered a recall.

**ARTICLE 32**  
**DURATION**

This Agreement shall remain in full force and effect from July 1, 2013, up to and including June 30, 2016. No more than six months prior to June 30, 2016, either party may serve upon the other notice of its desire to alter or amend the Agreement. The parties shall then negotiate over the terms of a successor agreement. Until a successor agreement has been executed, this Agreement shall remain in full force and effect.

## **ADDENDUM**

### **TOWN OF RUTLAND Electronic Communication Policy**

The Town of Rutland ("the Town") owns and maintains the following forms of electronic communication: internal and external electronic mail (e-mail), voice mail, Intranet and Internet access ("Systems"). These Systems exist in order to further the Town's interests and support its operation and mission.

Some limited, non-business use is acceptable provided that the non-business use does not interfere with the Town's business needs or operation and does not violate state or federal law or any aspect of this policy.

All electronic communication systems are the property of the Town. All passwords, messages, attachments composed, sent, or received are the Town's property. **Users should not consider any message or retained files to be private.**

#### **I. Legal Liability**

This policy is in place to minimize the risk of legal liability to users and to the Town that might result from the use of our electronic communication and Systems.

Electronic mail is made available as a business communication tool and Town employees are obliged to use this tool in a responsible, effective and lawful manner. Although e-mail might appear to be less formal than other written communication, it is subject to the same laws that apply to other forms of communication, such as those against defamation or those protecting intellectual or personal property rights. The Town's existing policies prohibiting sexual and other forms of harassment apply equally to the use of Town e-mail and other system components.

- If you should create or transmit any message or material with libelous, defamatory, harassing, offensive, racist or obscene content, you may incur personal liability for civil damages and/or be criminally prosecuted.
- If you violate client confidentiality by sharing or forwarding confidential information, other than on a need to know basis, and in accord with Town policy, you and/or the Town may be held liable for damages.

The use of Town e-mail or other Systems components in disregard or violation of the Electronic Communication Policy will result in personal liability to the user, and the Town will disassociate itself from the user as far as possible within the law.

## **II. Systems Monitoring**

The Town has the right to, and will, monitor employee electronic communications and usage. Employees must have no expectation of privacy in anything they create, store, send or receive on the Town's computer Systems.

Your electronic communications can be monitored without prior notification if the Town deems this necessary, in its sole discretion. All incoming and outgoing voice and e-mail messages and attachments are subject to access, review and disclosure in the ordinary course of administering the Systems, including communications that are password protected. Similarly, Internet web sites visited and files downloaded will be evident to those employees responsible for administering that system. Additionally, the Town uses automated monitoring tools to continuously detect, block and/or quarantine files that may violate our policies or threaten the integrity of our Systems.

Employees responsible for administering the Systems are required to report any abuses of the Systems to the Town's managers. Indeed, certain illegal uses of the Town's Systems are required by law to be reported to law enforcement authorities.

Violations of any part of the Electronic Communications Policy may result in disciplinary action, which, depending upon their severity or frequency may range from warning or suspension of privileges to possible discharge from employment.

## **III. Activities Expressly Prohibited**

The Town expressly prohibits the use of its Systems to:

- Commit a crime or violate any law, regulation or Town policy.
- Create, transmit, display or retain messages or materials that could reasonably be considered offensive, abusive, threatening, intimidating, hostile or harassing. Sending unwanted and/or offensive e-mail messages may constitute harassment if they are persistent enough to create an intimidating or hostile environment. Examples of such messages or materials include, but are not limited to:
  - o those with sexual content or requesting sexual favors.
  - o web sites containing: sexually explicit images or cartoons; racial or ethnic slurs; and/or comments that inappropriately concern any person's age, race, gender, sexual orientation, religion, national origin, ancestry or disability. For further explanation and examples, please refer to the Town's Sexual Harassment Policy and Harassment Policy (additional copies attached hereto).
- Use of the Systems to make an unauthorized attempt to enter into another employee's computer, or the computer of any third party (commonly referred to as "hacking"). Such an action is a violation of the Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. § 2510.
- Access material or sites that contain unlawful or sexually explicit material.
- Engage in computer games or gambling activity.
- Create or transmit "chain letters," or otherwise engage in "spam."

- Knowingly download or distribute pirated software or data.
- Conduct private or personal business, including any manner of non-Town related solicitation, whether commercial ventures, political, religious or other personal causes by any employee.
- Maliciously use or disrupt the Town's computers, networks, Internet services; or breach the Systems' security features; or misuse or damage the Town's computer equipment; or misuse computer passwords or accounts; or attempt to access unauthorized sites. Use the Town's computers, networks and Internet services after such access has been denied or revoked; nor shall employees attempt to delete, erase or otherwise conceal any information stored on a Town's Systems that violates this Policy
- Load, or download any software applications including "freeware" (such as themes, games, clocks, and weather), icons or screen savers of any kind to any computer unless previously authorized by the Town's IT Manager. Use of "instant messaging" functions, such as AOL Instant Messaging ("AIM"), MSN Messenger, Yahoo! Messenger, and the like are expressly prohibited.
- Download or install Palm Pilot or comparable software without authorization and without coordinating with the IT Manager for assistance to ensure appropriate security measures are in place.
- Allow any former employee or non-employee to access the Town's Systems, or transmit or share in any form any Town materials to former employee or non-employee without the express permission of the Town's Management.
- Violate copyright law and license agreements regarding software or publications accessed or downloaded from the Internet. The Town does not condone and will not defend violations of copyright laws and licenses.
- Open e-mail or attachments unless they are confident that the content is safe.
- Use any private computer (such as a home computer) without current virus protection to remotely access the Town Systems, or engage in other activity that subjects the Systems to unwarranted exposure to viruses, worms or other potential damage.
- Employees are also prohibited from sharing passwords and may be held accountable for all usage of the Systems under their passwords.

Deleting an electronic mail message or other information does not necessarily mean the message cannot be retrieved from the Town's Systems. The Town routinely backs up system information and retains backup copies of all documents, including downloaded electronic mail messages. Electronic mail, once transmitted, can be printed, forwarded, and disclosed by the receiving party without the consent of the sender. Information within the Systems, including that stored in backup files, may be subject to disclosure in response to litigation discovery.

#### **IV. Professionalism**

Electronic mail should display care and professionalism, therefore, please adhere to the following e-mail practices:

- Write well-structured e-mails.
- Label every message with a short, descriptive subject, distinctive from other similar messages.
- Always use the spell check function before you send an e-mail, in addition to visually scanning each message to detect errors not identified by spell check.
- Send only e-mails the content of which could be displayed on a public notice board. If they cannot be displayed publicly in their current state, consider rephrasing the e-mail, marking the e-mail as confidential or using other means of communication.
- Mark an e-mail as important only if it is justified.
- Do not indiscriminately copy all who may be on the sender's copy list when responding.
- Delete inconsequential e-mails (i.e. SPAM, sales solicitations) regularly, and copy into and profile in OPEN Docs substantive communication to, from, or for clients for printing and filing as hard copies.

#### **V. Questions**

If you have any questions or comments about this Electronic Communications Policy, please contact the Board of Selectmen or the appropriate Department Head. If you do not have any questions, the Town presumes that you understand and are aware of the rules and guidelines in the Electronic Communication Policy and will adhere to them.

**Town of Rutland  
Electronic Communication Policy**

**Declaration**

I have read, understand and acknowledge receipt of the Electronic Communications Policy. I will comply with the guidelines set out in this policy and understand that failure to do so might result in disciplinary or legal action.

\_\_\_\_\_

Employee Signature Date

\_\_\_\_\_

Date Printed Name

\_\_\_\_\_

Printed Name