

AGREEMENT

THIS AGREEMENT, and any other Agreements entered into to supplement or amend this Agreement by and between the City of Medford, hereinafter called the "City" or the "Municipal Employer," acting by and through its Mayor, and the Medford Police Patrolmen's Association (911 Dispatchers), hereinafter called the "Association," the exclusive bargaining representative for all public safety dispatchers employed by the City

ARTICLE I

PERSONS COVERED BY THIS AGREEMENT

The City recognizes the Association as the exclusive representative, for the purpose of collective bargaining relative to wages, hours, and other conditions of employment, of all permanent full-time 911 Civilian Dispatchers, employed by the City but excluding the Civilian Dispatch Supervisor and all other employees of the City. The Municipal Employer and the Association agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Association.

ARTICLE II

NON-DISCRIMINATION

The Municipal Employer and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, national origin, sex, or age, disability, sexual orientation or any other form of discrimination prohibited by law.

ARTICLE III

EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association officer or representative, or otherwise, and including the right to present Association views and positions to officials of the City and the Department, to members of the City Council of the City of Medford and of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the City agrees that it will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreements with any such group or organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, Department Official, or Agent of the City shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Association;
2. Interfere with the formation, existence, operations or administration of the Association;
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Association;
4. Discriminate against an employee because he had given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for or in behalf of the Association; or
5. Refuse to meet, negotiate, or confer on proper matters with officers or representatives of the Association as set forth in this Agreement.

Section 2. The members of the Association Bargaining Committee, not to exceed two, shall be granted leave of absence without loss of pay or benefits for all meetings between the City and the Association for the purpose of negotiating the terms of a contract, or supplements thereto. Association officers, shift representatives and Bargaining Committee members, not to exceed two in any instance, shall be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances with the employees or others involved, and may enter the Police Station at any reasonable time for such purpose provided they give notice of their presence immediately upon arrival to the person in charge.

Section 3. Association officers and shift representatives shall be permitted to discuss official Association business with employees prior to on-duty roll call or following off-duty roll call.

Section 4. The Association shall provide the Department and keep up-dated, a list of its officers and Bargaining Committee members, and of all its shift representatives.

Section 5. Association officers, shift representatives, and Bargaining Committee members, up to a maximum of two, in any one instance, shall be granted leave of absence, without pay but with no loss of benefits, if they so request, to attend meetings of the City Council of the City of Medford, the General Court or other public body, with the permission of the Chief of Police, which permission shall not be unreasonably withheld.

ARTICLE IV

MANAGEMENT RIGHTS

The Association recognizes that the prime responsibility to provide public safety dispatching for the citizens of and people within the City of Medford and their property, rests upon the Mayor and the Chief of Police and this Agreement shall not be deemed to limit the municipal employer in performance of such management responsibility.

The municipal employer reserves the exclusive right to adopt and enforce rules and regulations and policies and procedures governing the conduct of dispatchers, provided they are not and shall not be in conflict or inconsistent with the specific terms or provisions of this Agreement.

ARTICLE V

STABILITY OF AGREEMENT

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

Section 2. The failure of the Municipal Employer or the Association to insist, in any one or more situations, upon performance of any such term or provision of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Association to future performance of any such term or provision, and the obligations of the Association and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. Scheduled Work Shifts, Work Week, etc. The scheduling of Public Safety Dispatch personnel will be the responsibility of the Chief of Police and will be based on the staffing, economic, operational and public safety needs of the City of Medford. The regular workday and shift shall consist of not more than eight and one-quarter (8.25) consecutive hours in any work period, effective upon execution of this Agreement.

Employees shall be scheduled to work on regular work shifts or tours of duty, and each work shift or tour of duty shall have the following regular starting and quitting time. The Chief of Police may create additional work shifts or change work shifts after consultation with the Association so long as they are consistent with this section. Work schedules shall be posted on the Department bulletin board and a copy shall be given to the Association.

The tours of duty (work shifts) and hours of work of the day are as follows effective upon execution of this Agreement:

Tours of duty (work shifts) are numbered 1, 2 and 3.

The hours of tour of duty #1 are from 7:30 A.M. to 3:45 P.M. (day shift).

The hours of tour of duty #2 are from 3:30 P.M. to 11:45 P.M. (first half).

The hours of tour of duty #3 are from 11:30 P.M. to 7:45 A.M. (last half).

When the parties meet to negotiate a successor labor contract, the terms of this Article will sunset. Said differently, this Article will become a blank slate, and the parties will negotiate scheduling from scratch.

Section 2. Work Schedules, Day-Off or Squad Schedules of Employees.

a) All employees shall receive not less than one hundred twenty-one and one-third (121 1/3) regular days off annually and not less than two (2) consecutive regular days off weekly.

b) Excepted from the regular work schedule set forth in sub-paragraph (a) above shall be employees assigned as follows, each of whom shall work five (5) consecutive days on, Monday - Friday, and receive two (2) consecutive days off weekly:

1. Newly appointed Dispatchers attending training either in-house or at a 911 Dispatch Training Center

c) Dispatchers who are assigned to work a shift that provides for more than one hundred twenty-one and one-third (121 1/3) days off per year will be required to attend pre-scheduled, department required training on scheduled days off. Any training that goes beyond the (121 1/3) days off or in excess of forty-eight (48) hours annually will be compensated at the rate of overtime as outlined in this Agreement.

d) Breaks. In accordance with Massachusetts law, employees will be allowed a thirty (30) minute break after six (6) hours of work. Upon request from an employee, the City will make all reasonable efforts to allow employees an additional fifteen (15) minute break. Employees shall be responsible for requesting all breaks of the Shift Commander. Employees will remain in the building on all breaks

Section 3. Scheduling of Overtime. In emergencies or as the needs of the service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis.- Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday, 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 personnel as are deemed necessary by the City may be required to work overtime on an assigned basis. The Department will seek to avoid assigning overtime (as contrasted with voluntary overtime) on days off.

1. All Dispatchers shall signify the Dispatcher's desire to work an overtime assignment by signing for Overtime work in the Department's DHQ computer system. Dispatchers shall sign for the appropriate day and shift which he/she are willing to work. All Public Safety Dispatch personnel are strongly recommended to sign in advance.

2. The Overtime list shall be established according to hours worked. Lowest hour's principle shall be in effect. Dispatchers shall sign the book no later than 8:00 AM to be eligible for all shifts the following day.
3. A Dispatcher cannot remove his/her name from the Overtime List once established.
4. Overtime Assignments shall be filled by the Assignment Office or the Commanding Officer. Dispatchers shall provide a phone number for the Department to utilize to fill assignments. Dispatchers shall be allotted five minutes to return a call from the Assignment Office or Commanding Officer to accept an overtime assignment. After five minutes, the Dispatcher shall be given a refusal.
5. Dispatchers shall be called for overtime assignments at follows:
 - i. **Day Shift** – Night before or morning of shift. No refusals shall be issued after 8:00 AM
 - ii. **First Half** – 9:00 AM or later. No refusals after 4:00 PM
 - iii. **Last Half** – 4:00 PM or later. No refusals after 12:00 AM
6. Any Dispatcher refusing an overtime assignment shall be assessed an eight-hour refusal.
7. Overtime shall first be offered to unit member dispatchers who have signed the overtime list. In the event the Overtime List is expired, the Assignment Office / Commanding Officer shall first offer overtime to any certified and qualified patrol officer member of the MPPA who has signed the overtime list. If there is no patrol officer available, the overtime shall be offered to the Public Safety Dispatch supervisor, based upon operational need. Mandatory overtime shall be ordered and assigned at the City's discretion.
8. During an emergency, Public Safety Dispatchers shall be ordered to work overtime at the direction and discretion of the Chief of Police or his designee. The above listed procedures shall not be in effect during a declared emergency situation. With the exception of an emergency situation, the 16-hour rule shall be adhered to.
9. The Overtime List shall be established by a calendar year
10. Newly hired Dispatchers shall be averaged in by hours when the Dispatcher is eligible to sign up and work overtime shifts.
11. Dispatchers returning from extended sick leave (30 Days) shall be averaged in upon return to duty.
12. Dispatchers returning from extended injury leave (180 Days) shall be averaged in upon return to duty.
13. A Dispatcher shall not be eligible to work more than 16 hours in a 24-hour period.

14. A part time Dispatcher shall be eligible for overtime after 8 hours of scheduled work. A part time Dispatcher shall be eligible to work extra tours at regular rate of pay. A part time Dispatcher shall be paid overtime for any hours worked that exceed 40 in a work period.
15. An employee returning to duty from an absence on sick leave shall not be offered overtime opportunities during the four (4) day period commencing with the day of his/her return from sick leave, but he/she shall be charged with the overtime which would otherwise have been offered to him/her as an overtime refusal

Section 4. Overtime Service. Except as listed above in Section 2(c), All assigned, authorized or approved service outside or out of turn of an employee's regularly scheduled tour of duty including service on an employee's scheduled day off, or during his vacation, and service performed prior to the scheduled starting time for his regular tour of duty, and service performed subsequent to the scheduled time for conclusion of his regular tour of duty, including the assigned, authorized or approved service shall be deemed overtime service and paid as such, subject to the following rules:

a) If duty required an employee to work beyond the normal quitting time of his scheduled tour of duty:

(1) The first fifteen (15) minutes of such service shall not be deemed overtime service. The City agrees that this provision will not be used as a basis of discrimination against or punishment of individual employees.

(2) If an employee works more than fifteen (15) minutes but thirty (30) minutes or less of such service, he shall be deemed to have performed one-half hour of overtime service.

(3) If an employee works more than thirty (30) minutes but less than one (1) hour of such service, he shall be deemed to have performed one (1) hour of overtime service.

(4) If an employee works one (1) hour or more of such service, he shall be deemed to have performed overtime service for each such hours or fraction thereof.

b) If an employee who has left his place of employment or last duty assignment after having completed work on his regular work shift or tour of duty or his assigned such shift or tour, is recalled to Police Headquarters or to any other place, and he reports thereat, or if an employee is so recalled on a scheduled day-off, or during his vacation, he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay therefore.

c) Overtime service shall not include:

(1) Any out of turn tour of duty or work shift which is substituted for a regularly scheduled tour of duty or work shift voluntarily by an employee, subject to Department approval;

(2) Swapped tours of duty or work shifts between individual employees by their mutual agreement, subject to Department approval and as permitted in Article X, section 9;

(3) A change in the schedule of an employee who is shifted from one shift to another shift or from one shift (tour) for a period of fourteen (14) or more consecutive calendar days, or for a period of less than (14) calendar days if for the purpose of in-service training or courses.

(4) Any training shift scheduled in accordance with Article IV, section 2(c).

d) Except for listed above, the scheduled tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this Article.

Section 5. Method of Compensation for Overtime Service.

a) An employee who performs overtime service in accordance with the provisions of the Agreement shall receive, in addition to his regular weekly compensation, time and one-half his straight-time rate of pay for each hour of overtime service or fraction thereof. The straight time hourly rate shall be computed as one-fortieth of an employee's regular weekly compensation.

b) Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted or granted to employees as soon as practicable after the week in which such overtime service is performed.

c) An employee who is called in for overtime service during his vacation shall receive, in addition to the overtime compensation otherwise provided under paragraph A of this Section, a credited vacation day off for each such day of vacation on which he performs overtime service. 'Called in for overtime' shall not include any voluntary overtime the employee may sign for.

Section 6. All service in excess of eight and one quarter hours on any such shift shall be deemed overtime service.

ARTICLE VII

HOLIDAYS

Section 1. The following days shall be considered holidays for the purposes enumerated below:

New Year's Day

Memorial Day

Columbus Day

Martin Luther King Jr. Day
Washington's Birthday
Patriot's Day

Bunker Hill Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Christmas Day

or the following Monday if any day aforesaid falls on a Sunday.

For the purposes of this Article, the holiday is the twenty-four-hour period commencing at 12:01 A.M. of each day listed in this Section.

The existence of a holiday shall not affect an employee's regular work schedule. Employees will receive an additional day's pay for the holidays enumerated above. Such pay shall be computed as one-fifth of the employee's weekly base salary plus night differential. For purposes of calculating the night differential for employees working a modified day/night shift schedule, night differential for holiday pay shall be paid at a percentage equal to the following.

Four (4) nights worked (4 and 2) = 8.0 %

Two (2) nights worked (4 and 2) = 4.0 %

Four (4) nights worked (6 and 4) = 5.33%

When any of the aforementioned days falls on an employee's scheduled workday, he shall receive for each such holiday, in addition to his regular weekly compensation and the additional day's pay provided by the first paragraph of this Section, an additional half-day's pay, computed as one-tenth of his regular weekly compensation; provided however, he has actually worked his last regularly scheduled workday before and his first regularly scheduled work day after the holiday. If the employee does not work on such holiday, as aforesaid, or does not work both his regularly scheduled workdays before and after such holidays, as aforesaid, he shall receive only an additional day's pay for said holiday, and not the additional half-day's premium pay herein provided, in addition to his regular weekly compensation.

ARTICLE VIII

COURT TIME

Section 1. An employee on duty at night or on vacation, furlough, or on a day off, who attends as a witness or in other capacity in the performance of his duty for or in behalf of the Commonwealth or the City in a criminal case pending in any district court, any juvenile court, or any superior court, or before any grand jury proceedings, or in conference with a District Attorney or Assistant District Attorney, or at any pretrial conference or any other related hearing or proceeding, or who is required or requested by any city, county, town, state or the federal government or subdivision or agency of any of the foregoing to attend or appear before any department, agency, board, commission, division of authority, or official, of the state or federal government, or subdivision or agency of any of the foregoing, or who attends as a witness or in other capacity in the performance of his duty for the government of the United States, the Commonwealth or the City in a criminal case pending in a federal district court, or before a grand jury proceeding, or a United States Commissioner, or in conference with a United States Attorney or Assistant United States Attorney, or at any pretrial conference or any other related

hearings or proceedings, shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance, but in no event less than three (3) hours such pay for each such attendance or appearance; provided, however, that if he so attends or appears, during any one day, on more than one such occasion, he shall be entitled to such additional pay from the time of first such attendance on such day, provided, further that if any such occasion occurs on a holiday which falls on an employee's day off or during his vacation, the employee shall receive the additional pay due him under the holiday and vacation provisions of this Agreement.

Section 2. An employee on medical or other authorized leave shall be entitled to overtime compensation for performing court-time duty during such absence if he would have been so compensated had he/she not been on injured leave.

Section 3. Court time shall commence at 8:00 A.M. for employees coming off a last half shift, and at 8:30 A.M. on all other occasions, in accordance with present practice, except any Court Session scheduled to begin after 11:30 A.M. shall be paid from the scheduled starting time.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Subject to the operating needs of the Employer, determined by the Chief of Police, or the Mayor, leave of absence without loss of pay may be permitted for the following reasons:

(a) Attendance by an employee who is a veteran as defined in Chapter 31, Section 21 of the General Laws, as a pallbearer, escort, bugler, or member of a firing squad or color detail at the funeral or memorial service of a veteran, as so defined, or of any person who dies under other than dishonorable circumstances while serving in the Armed Services of the United States in time of war or insurrection;

(b) Attendance by an employee who is a veteran as defined in Section 21, Chapter 32, of the General Laws, as a delegate or alternate to state or national conventions of certain veterans' organization described in Section 11 J, Chapter 41, of the General Laws:

c) Inoculation required by the Municipal Employer;

Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

Section 3. Death in the Immediate Family. In the event of the death of a spouse, father, mother, brother, sister, child, grandfather, grandmother, mother-in-law, father-in-law, or

grandchild of an employee with six or more months of continuous active service and who is in active service at the time of such death, such employee shall be entitled to receive four (4) consecutive days' leave without loss of pay, commencing the day after the day of death, for the purposes of attending funeral services and arranging for burial; in the event of the death of a brother-in-law or sister-in-law of such employee, he shall be entitled to receive two (2) consecutive days leave without loss of pay, commencing the day after the day of death, for such purposes. Leave without loss of pay under this Section shall not be deducted from sick leave or vacation leave. Under certain circumstances and upon the Police Chief's approval, an employee may be eligible for bereavement leave for the loss of a close family member not listed above.

If a member entitled to leave without loss of pay under this Section requires additional leave for such purposes, or in the event of a death in the immediate family of an employee not entitled to leave without loss of pay under this Section, leave for such purpose shall be deducted from sick leave allowance, if any, with the consent of the Chief of Police, which consent shall not be unreasonably withheld.

Section 4. Personal Leave. Personal leave days shall be administered on a calendar year basis. Employees shall receive three (3) personal days per calendar year. Personal Days shall not be carried over and must be used by December 31st. When reasonably possible, requests for personal leave must be made with forty-eight (48) hours' notice.

ARTICLE X

VACATIONS

Section 1. All employees covered by this Agreement shall be entitled to the following vacation leave:

Employees with six (6) months of service as of January 1st in each year, ten (10) days.

Employees with one (1) year of service, ten (10) days.

Employees with five (5) years of service, fifteen (15) days.

Employees with ten (10) years of service, twenty (20) days.

Employees with fifteen (15) years of service-twenty-four (24) days.

Vacation leave shall be in addition to an employee's regular days off. No employee is eligible to take vacation until (s)he has completed six (6) months of service.

Whenever possible, requests for vacation must be submitted for approval to the Police Chief prior to April 1 of each year and scheduled in blocks containing a minimum of four (4) consecutive shifts. Vacation requests will be granted based on the needs of the Department.

Public Safety Dispatchers must request vacation blocks prior to April 1 of each year in accordance with the following schedule.

Ten (10) vacation days earned – Minimum of one (1) block picked in advance. (4 days)

More than ten (10) days earned – Minimum of two (2) blocks picked in advance. (8 days)

More than twenty (20) days earned – Minimum of three (3) blocks picked in advance. (12 days).

Section 2. Vacation leave periods shall be allocated in accordance with employee seniority, by shifts, which seniority shall be determined in accordance the provisions of Article XV, Section 1 of this Agreement.

Employees shall be entitled to receive their third and fourth weeks of vacation on the anniversary date of their fifth and tenth years of service respectively; if their anniversary date occurs on or before July 1st, they shall be entitled to receive a winter vacation. Employees shall be entitled to receive their additional work days on the anniversary date of their fifth, tenth, fifteenth, and twentieth years of service respectively.

Vacation weeks that may become available because of an employee's leave of absence, death, retirement, resignation, injured leaves or sick leaves shall be deemed "additional vacation weeks" in accordance with the above procedures but at the time of such new availability, notice of which shall be posted on all stations, section or unit bulletin boards by the Department forthwith upon knowledge thereof; provided, however, that an employee out injured or sick or who has canceled his vacation leave shall not lose his eligible vacation leave but shall receive same on return from sick or injured leave or, in the case of a cancellation, at a later time within the vacation year.

An employee's transfer after his pick has been made will not alter his selection of vacation weeks.

The Chief of the Department may, in his discretion approve, upon written request received one month in advance of the date of the requested change, an exception to the vacation period leave taking of an employee. Such a request shall not be unreasonably denied.

Section 3. If an employee is out of work on "Injured Leave" when he/she is scheduled to be on vacation, he/she shall remain on injured leave and shall be entitled to his/her vacation after he/she returns to work.

Each employee shall accrue vacation leave during his absence on injured leave, provided, however, that in any calendar year no employee shall accrue or receive more than 52 weeks injured leave pay, vacation pay, sick pay, or pay of any kind or other compensable pay under this Agreement but excluding retirement pay. If an employee is out injured for the entire calendar

year, and he/she receives 52 weeks' pay for any reason, he/she shall not carry forward any vacation for said calendar year.

If, however he/she was out injured for less than the entire calendar year, for a period running into January of the next year, he/she may carry forward into the next vacation year any unused vacation leave.

Section 4. If an employee who qualified for a vacation is unable to work and is on sick leave status, whether for compensation or not, he shall, at his option, be allowed to take his vacation during the period of such sick leave.

Section 5. Vacation Benefits. Whenever the employment of an employee of the Police Department is terminated during a year by dismissal through no fault or delinquency on his/her part or by retirement or death, without his/her having been granted the vacation to which he/she is entitled, he/she or in the case of his/her death, his/her estate, shall be paid, at regular rate of compensation payable to him/her at the termination of employment, an amount in lieu of such vacation provided that no monetary or other allowance has already been made therefore.

Section 6. Employees may take individual remaining vacation days, one (1) day at a time, in the discretion of the Chief of Police. Such requests will not be unreasonably withheld. Such request must be made with forty-eight (48) hours notice.

Section 7. Except as provided in Section 3 hereof vacation leave may not be carried forward into the next succeeding vacation calendar year without written permission from the Chief of Police, and approval of the Mayor, subject to the 52-week rule of Section 3.

Section 8. Effective upon execution of this Agreement, employees who use no sick leave in any full, separate and distinct, six (6) month period or in any such separate and distinct successive full six (6) month thereafter, shall receive one (1) additional vacation day for each such full six (6) month period. Such additional vacation days if not able to be used in the calendar years in which they are earned may be carried over into the following calendar year at the option of employees (notwithstanding the provisions of Section 7 of this article relating to carry over of vacations), and shall be taken as soon as possible in the following calendar year, subject to scheduling by the Chief of Police. Employees on injured leave are not eligible for this benefit unless they satisfy the attendance required for the period(s) involved. There can be no pyramiding or overlapping of the same months by employees and each such six (6) month period shall be separate and distinct.

Section 9. Swaps. When approved by the Chief of Police or his/her designee, the employees will be permitted to voluntarily substitute or exchange time with other qualified public safety dispatchers when reasonable notice is given. The Chief of Police may deny such swaps at his/her sole discretion. The hours worked by an employee on the swapped shift for another employee are excluded from the calculation of hours worked for determining overtime pay. No employee shall seek to swap a shift when available vacation or personal time is available. No employee shall swap an assigned work shift with the intent of manipulating the work schedule or the overtime provisions of this agreement.

Employees exchanging or swapping shifts on their own will be subject to discipline.

If no employee reports for a shift in which a swap has been scheduled and approved, vacation and/or personal time will be charged against the employee who agreed to take that shift. Discipline may be brought against the employee if deemed justified by the Chief of Police or his/her designee. Disputes between employees regarding swapped shifts are not subject to the grievance and arbitration procedures of this Agreement.

ARTICLE XI

NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppages, slowdown, or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Association shall take all reasonable means to request such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

ARTICLE XII

UNION DUES

Employees who are members of the Association shall tender monthly membership dues by signing an Authorization of Dues form as set forth in Appendix A. During the life of this Agreement, and in accordance with the terms of such form of authorization, the Employer agrees to deduct association membership dues levied in accordance with the constitution of the Association from the pay of each employee who executes, or has executed, such a form and remit the aggregate amount to the Treasurer of the Association along with a list of employees who have had said dues deducted. The Employer shall make every effort to make remittance of dues on a weekly basis. Dues deductions may be revoked by a 60-day written notification by the employee to the Employer and Association.

INDEMNIFICATION/REIMBURSEMENT

The Association agrees to indemnify the City and make whole and save harmless the City, against all claims, suits, actions or other forms of liability of whatever nature for all damages and financial loss which the City may be required by any administrative agency, arbitrator, court or tribunal of competent jurisdiction to expend, incur, pay or suffer caused or

occasioned by the deduction of such employee fee from an employee(s) or out of the application (including defense or prosecution) of the terms of the employee fee provision.

The Association shall reimburse the City for any expenses incurred as a result of being ordered to reinstate any employee suspended at the request of the Association for not paying the employee fee. The Association will intervene and defend any administrative or court litigation concerning the propriety of such suspension or failure to pay the employee fee. In such litigation, the City shall have no obligation to defend the suspension.

Should the City defend any such action(s) taken against the City and or others by an employee so suspended, the Association shall not be required, provided the employee fee is properly implemented and lawful, to reimburse the City for the City's legal costs, fees and expenses.

Employee fee(s) shall be deducted and provided in this Article and so remitted.

This article shall not become operative as to employees in the MPPA bargaining unit until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

Disputes between the parties concerning the Article shall be resolved in accordance with the grievance procedure contained in the Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the City to pay such employee fee on behalf of any employee.

ARTICLE XIII

PROCEDURE FOR CONDUCTING INVESTIGATIONS

In an effort to ensure that investigations of employees are conducted in a manner which is conducive to good order and discipline, employees may be interrogated only upon the Chief or his designee advising an employee under investigation of his Loudermill rights.

ARTICLE XIV

PROBATIONARY PERIOD AND DISCIPLINARY INVESTIGATIONS

Section 1: The City of Medford will have the first twelve (12) months from the commencement of employment within the bargaining unit (after completion of training) to determine the employee's competency and abilities to perform and satisfy all of the requirements of the position of Public Safety Dispatcher. The probationary period of a newly hired employee may be extended for an additional six (6) months at the discretion of the Chief of Police and the Medford Human Resource Office (City).

Employees, whose performance is deemed unacceptable by the City during the probationary period, may be terminated at any time during the probationary period without just

cause. Such action will be without the right of appeal or subject to the grievance and arbitration procedures of this Agreement.

Section 2: No employee who has completed their probationary period shall be disciplined, suspended, discharged or removed prior to the completion of a proper investigation. Employees will be afforded all applicable rights in accordance with proper law.

The employee will be informed of the nature of any investigation unless the nature of the investigation precludes doing so. The employee shall be given a copy of any complaint that is made in writing. No employee will be subject to harsh or offensive language during any investigation. No employee will be threatened with discipline or dismissal for assuming any right(s) they may be afforded by law, including the right to consult with counsel before being questioned. No employee investigation will be unduly delayed. Counsel, if available, and the Association may be present during the questioning of an employee.

ARTICLE XV

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Definition: the term "grievance" shall mean any dispute concerning the interpretation, application, or enforcement of this Agreement.

Section 2. Grievances shall be processed as follows:

Step #1 The employee and/or the Association, with or without the presence of the aggrieved employee, shall present the grievance orally to the employee's immediate civilian supervisor, who shall attempt to adjust the grievance informally. This first step may be omitted by mutual agreement.

Step #2 If the grievance is not settled at Step #1 within forty-eight (48) hours, it shall be presented orally to the Operations Commanding Officer (Captain) who shall attempt to resolve the grievance.

Step #3 If the grievance is not resolved at Step #2 within two (2) calendar days, the grievance shall be submitted in writing to the Chief of Police. A meeting between the Chief of Police and/or his designated representative(s) and the Grievance Committee of the Association, composed of not more than two persons, shall be held within five (5) calendar days after referral to the Chief. If the grievance is not satisfactorily adjusted at this meeting, the Chief shall give his written explanatory answer within five (5) calendar days of the meeting.

Any grievance of a general nature affecting a large group of employees may, at the option of the Association, be filed at Step #3 of the grievance procedure.

Step #4. If the grievance is not resolved at Step #3 within ten (10) calendar days, the grievance shall be submitted in writing to the Mayor. A meeting between the Mayor and/or

her designated representative(s) and the Association's Grievance Committee, as aforesaid, shall be held within five (5) calendar days of the meeting.

Step #5. If the grievance is not resolved at Step #4 within ten (10) calendar days, the Association, and only the Association, may in any instance submit the grievance to arbitration at the American Arbitration Association in Boston utilizing its Labor Arbitration Rules or the Labor Relations Connection, utilizing its rules. Such submission must be made within thirty (30) calendar days after the expiration of the ten (10) calendar days referred to herein. Within the said thirty (30) calendar days written notice of said submission shall be given to the city by delivery in hand or by mail, postage prepaid, addressed to the attention of its Mayor. The arbitrator shall be selected by the mutual agreement of the parties.

Each party shall bear the expense of preparing and presenting its own case. The parties shall share equal in the cost, if any, of the arbitrator's services.

Section 3. Employees shall not be disciplined, suspended, discharged or removed except for just cause. Any dispute relative to discipline, suspension, termination, discharge or removal may be a subject of grievance and arbitration under the terms of this agreement, with the option of any employee to proceed at either Step 3 or Step 4 of the grievance procedure.

Section 4. If the City exceeds any time limit prescribed at any step in the grievance procedure, the aggrieved employee and/or the Association may invoke the next step of the procedure. The Association shall have the right to have a representative present at any grievance hearing and shall be given adequate notice of all grievance hearings.

Section 5. Grievances shall be filed at Step #1 within thirty (30) calendar days after knowledge or reasons to know of the occurrence of the incident upon which the grievance is based. Grievances not appealed to any next step within fifteen (15) calendar days after presentation at Step #3, shall be deemed settled. All time limits may be shortened or extended by mutual agreement of the parties involved at each step.

Section 6. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of municipal management under Article IV of this Agreement.

ARTICLE XVI

SENIORITY CLAUSE

Section 1. The seniority of employees shall commence from the starting date of employment with the Medford Police Department and shall be used within this Agreement wherever the word seniority is used. If/when the issue of determining seniority for employees hired on the same day becomes necessary, the City, the Chief of Police and the Association agree to meet and further formalize the above definition.

If an employee resigns from the position of dispatcher and is subsequently re-hired to the position, his/her seniority shall be from the date of re-hire. If an employee takes a non-medical leave of absence from the City, the date of his/her seniority shall be advanced by the amount of time of leave taken. If an employee is suspended from work for any period of time, his/her date of seniority shall be advanced by the amount of days suspended.

Section 2. Work shift assignments will be determined by the Chief of Police. Employees shall have the ability to request in writing to work a certain shift or job assignment. Said requests shall be in writing to the Chief of Police. The Chief of Police will take into consideration the employees' seniority, qualifications, work performance and any other personal situation. All employees are reminded that the job of a Public Safety Dispatcher may require day, and evening work as well as weekend and holiday work.

Should an opening occur on a shift, a notice will be posted within seven (7) days. Any employee wishing to apply for the open shift will submit said request in writing. Nothing in this section should be construed as to require the City to fill a shift vacancy.

ARTICLE XVII

COMPENSATION

The base salary for all Public Safety Dispatchers shall be paid weekly as follows:

STEP 1	STEP 2	STEP 3	STEP 4
\$951.39	\$989.59	\$1,029.56	\$1,070.56
\$989.82	\$1,029.57	\$1,071.15	\$1,113.81

Public Safety Dispatchers shall advance from each step on an annual basis from their date of hire.

Section 2. Night Shift Differential. An employee who is regularly scheduled to work on an eight-hour night shift (any shift or tour commencing at or after 3:30 p.m. and prior to 7:45 A.M.) shall receive in addition to his regular weekly base salary, for each such night shift so worked, a night shift differential equal to 8% of his regular daily salary. An employee's regular daily salary shall be computed as one-fifth of his/her base weekly salary. Night shift differential shall be included in base pay for the purposes of computing holiday pay, vacation pay, injured leave, sick leave, and for retirement pension purposes. Night Shift differential shall not be included for purposes of computing overtime compensation.

Section 3. Longevity

In recognition for service with the City, employees will receive a one-time annual payment in accordance with the following;

Years of Service Annual Payment:

commencing with the 10th year (10-19)
\$ 550.00

commencing with the twentieth year (20-24)
\$1,250.00

commencing with the twentieth-fifth year (25-29)
\$1,650.00

commencing with the thirtieth year (30 on)
\$1,850.00

Section 4. Weekend Differential. Day shift employees who are regularly scheduled to work on Saturdays and Sundays shall receive additional compensation of one dollar per hour for each hour regularly scheduled work they actually work on a Saturday and a Sunday. Weekend differential shall be considered regular compensation for pension/retirement purposes and shall be paid to employees weekly.

Section 5. Effective upon execution of the agreement, each employee who at any time completes all Emergency Medical Dispatch ("EMD") training course work and receives certification and continues to maintain certification from the National Registry or from the Commonwealth of Massachusetts certifying authority shall receive thereafter while so certified an annual lump sum payment of \$500.00, payable the first pay period after the commencement of each fiscal year.

Section 6. Effective upon execution of the agreement, employees assigned as a Training Dispatcher shall receive an additional hour of pay at one and half (1 ½) times the regular rate of compensation for the shift the training occurs on. Employees can choose to take compensatory time in lieu of the overtime pay.

ARTICLE XVIII

MISCELLANEOUS

Section 1. Space will be provided at places of assembly of the employees for an Association bulletin board of reasonable size, to be supplied by the Association, for the posting of announcements relating to Association business.

Section 2. Copies of general orders, special orders, and personnel orders pertaining to employees represented by the Association, shall, if posted or read at roll calls, be supplied to the Association upon request, and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to the Association at time of issuance.

Section 3. Should any provision of this Agreement or any supplement thereto be held invalid by a court of competent jurisdiction, or if compliance with or enforcement of any

such provisions should be restrained by any court, all other provisions of this Agreement and any supplements thereto shall remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

Section 4. Safety and Health. Both parties to this agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the Police Chief and may be a subject of grievance hereunder.

Statutory Benefits: In the event any City, state or federal statutes, ordinances, orders or resolutions are passed during the term of this agreement that set forth more advantageous benefits than contained in the Agreement such statutes, ordinances or resolutions shall prevail if not otherwise prohibited by law or in direct conflict with the Employer's operations or the clear terms of this Agreement.

Section 5. Sick Leave Accrual. Notwithstanding any rule, regulation, statute, resolution, ordinance or practice to the contrary, effective upon execution of this Agreement, newly appointed employees shall accrue fifteen (15) days sick leave per calendar year to be accrued consistent with established practice and policy. Apart from authorized FMLA leave to care for immediate family members with qualifying health conditions, employees may also use their own sick leave to care for a sick dependent child.

Sick Leave Use

Employees needing to use sick leave as allowed by this Agreement are required to call in advance and speak to the Commanding Officer of the shift on a recorded phone line. The employee is obligated to call in sick with enough prior notice in order to cover their work assignment.

The City and the Association agree that sick leave benefits afforded the employee shall not be misused or abused. Sick leave misuse or abuse or excessive use of sick leave directly impacts on employee productivity and the effectiveness of the City's operations. An employee's misuse, abuse or excessive use of sick leave may be grounds for employer disciplinary action or administrative action, including termination. The Chief of Police may, at his/her discretion, require medical certification of any illness or injury.

Section 6. Health and Insurance Plan. The City will make available its regular Group Life and Accidental Death and Dismemberment Insurance too members of the bargaining unit and their dependents-families as outlined in the agreement between the Public Employee Committee (PEC) and the City of Medford. The MPPA President of his/her designee shall be the Association's representative on the PEC.

Section 7. Physical/Medical Examination(s). Employee(s) may be required to be examined by a physician(s) of the City's choice, at its expense, when evidence exists in the judgment of the Chief or his designee, in the absence of the Chief, that an employee's medical or physical condition is unsatisfactory. The physician(s) shall be licensed to practice medicine in

the Commonwealth of Massachusetts. This examination shall not be used to test for drugs nor shall it be used for disciplinary purposes.

Section 8. Each employee shall receive not less than one (1) week in-service training annually.

Section 9. Sick Leave Plan.

Each employee shall be entitled at the time of retirement to be reimbursed for each day of accrued, unused sick leave maintained by him/her at the regular daily rate of pay then in effect up to a maximum of \$5,000.

Section 10. Uniforms. Each employee shall be provided two (2) short sleeve polo shirts and two (2) long sleeve shirts/sweatshirts per year, at City expense. The City will replace and repair such items as necessary as determined by the Police Chief. Employees are responsible for properly maintaining and caring for all issued uniforms and equipment and must return these items upon termination of employment. Provided shirts must be worn with either a khaki pant or a black pant. No hats will be worn while on duty. Proper footwear is required. No open sandals will be permitted.

Employees are required to wear their uniform while on duty. Employees must be well groomed upon reporting for duty; wearing neat and clean uniforms, and demonstrating proper hygiene. All Public Safety Dispatchers will be provided with proper identification and a security access card. Both items must be displayed on a lanyard while working.

Section 11. Budget. The Chief's and Mayor's budget requests pertaining to the Police Department shall be made available to the Association when submitted to the City Council.

Section 12. Timekeeping Records.

Effective upon execution of this Memorandum of Agreement, the Police Department will implement a sign-in, sign-out system or like system, to determine the actual hours worked when an employee(s) is called-in (called-back) or otherwise earns a minimum guarantee of hours pay (e.g. court-time) whether the employee works or not those hours.

The City shall use such information for evaluation purposes including the Fair Labor Standards Act.

Section 13. Vacation and Personal Days for New Hires.

All Dispatchers will receive 3 personal days upon graduation from the 911 Dispatch Training Center. Upon graduation each dispatcher will receive the following amount of vacation days corresponding to graduation month:

January – February	10 days
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March – April	8 days
May – June	6 days
July – August	5 days
Sept – December	3 days

Section 14. Layoff and Recall.

If the City finds it necessary to lay off employees, the procedure set forth below will apply.

The Union will be notified, whenever possible, four (4) weeks in advance of any layoff and, insofar as practicable, of the number, names, and positions of those employees who are affected.

If layoff is necessary, employees shall be laid off in the inverse order of seniority.

Before hiring into any permanent job in the bargaining unit, the City will offer reemployment to any former employees who have been laid off from that position within the last one (1) year, in the inverse order in which said employees were laid off.

There shall be no obligation to offer re-employment to any employee who has been laid off more than one (1) year or who has refused re-employment on one (1) occasion, whichever occurs sooner.

The offer of re-employment shall be sufficient if made by certified letter addressed to the laid off employee at his or her last known address as shown by the records of the City Human Resources Department. Any such laid off employee must respond to the offer within one (1) week and be available for re-employment within four (4) weeks after the date of the offer; otherwise the laid off employee shall be deemed to have refused reemployment and the City's obligation under this Article is satisfied.

An employee recalled within two (2) years of his or her date of lay off will return to his or her former classification with service, for the purposes of vacation accrual and longevity pay, accrued up to the time of lay off.

ARTICLE XIX

A. RESIDENCE REQUIREMENT, INJURED

Section 1. The Police Chief may not allow pay for injury in the performance of duty if the employee shall fail to remain at his residence, unless permitted by the Police Chief to go elsewhere, and subject to the provisions of this Article.

Employees on injured leave shall remain at the residence officially listed in the Department's personnel records unless they receive permission from their commanding officer, the Police Chief or designee to go elsewhere.

Employees shall contact their commanding officer; the Chief of Police or his designee who will grant permission to be absent from the residence for reasonable times for the following purposes:

- (a) To keep scheduled his/her appointments with physicians, dentists, physical therapists, and/or hospitals or clinics, whether or not related to the employee's present sickness or injury.
- (b) To purchase food, household necessities and medication for the employee's present sickness or injury or for the health care of minor children or another member of his/her household.
- (c) To attend church services.
- (d) To engage in physical exercise such as walking or swimming, recommended in writing by an attending physician.
- (e) To answer court subpoenas in cases arising out of the employee's employment.
- (f) To report to Police Headquarters or other police facilities when ordered to do so by a superior or commanding officer or Chief of Police. If such employee is on a scheduled day off the four (4) hour minimum of Article VI, Section 4 (b) shall be paid.

Employees shall make such requests by contacting the commanding officer, the Chief of Police or his designee, by telephone call on a department recorded line(s) (presently 395-1212), or such telephone number as may be designated at a later date. In making the request, the employee will state his purpose or purposes in leaving his residence, his destination or destinations, his planned time of departure and his estimated time of return to his residence. Upon returning to his residence the employee shall contact the commanding officer, Chief of Police or his designee, on such recorded line(s) to notify the department that he has returned to his residence.

Employees, who obtain such permission from their commanding officer, the Chief of Police or his designee will notify them prior to leaving the residence of the fact that they are leaving.

Upon returning to the residence, the employee will contact as described above his commanding officer, the Chief of Police or his designee at the Department to notify the Department he has returned.

The Commanding Officer, the Chief of Police or his designee shall maintain records of all telephone requests, time thereof, the purposes described, destination, etc. and whether granted as well as report of return to the residence, on Department forms provided for such purpose.

Commanding officers, the Chief of Police or his designee shall be responsible for monitoring compliance with this Section. Injured employees must receive permission for every absence from their residence from the Chief until they return to work, excluding the employee's regularly scheduled days off.

Section 2. Notwithstanding the foregoing provisions of Section 1, an employee on long term injury (i.e. six (6) consecutive months or more) absence from duty may leave his residence after said six months, with his attending physician's approval, a written copy of such approval and the explanation thereof shall be provided the Chief of Police, in which event the provisions of Section 1 shall not be applicable.

B. RESIDENCE REQUIREMENT, SICK

The City and the Association agree that any employee who is out sick shall, to receive compensation, remain at his residence for the first ten (10) consecutive days of any single sickness subject to the following:

Employees on sick leave shall remain at the residence officially listed in the Department's personnel records unless they receive permission from their commanding officer, the Police Chief or designee to go elsewhere.

Employees shall contact their commanding officer, the Chief of Police or his designee who will grant permission to be absent from the residence for reasonable times for the following purposes:

- (a) To keep scheduled his/her appointments with physicians, dentists, physical therapists, and/or hospitals or clinics, whether or not related to the employee's present sickness or injury.
- (b) To purchase food, household necessities and medication for the employee's present sickness or injury or for the health care of minor children or other members of his household.
- (c) To attend church services.
- (d) To engage in physical exercise such as walking or swimming, recommended in writing by an attending physician.
- (e) To answer court subpoenas in cases arising out of the employee's employment.

(f) To report to Police Headquarters or other police facilities when ordered to do so by a superior or commanding officer or Chief of Police. If such employee is on a scheduled day off the four (4) hour minimum of Article VI, Section 4 (b) shall be paid.

Employees shall make such requests by contacting the commanding officer, the Chief of Police or his designee, by telephone call department recorded line(s) (presently 395-1212), or such telephone number as may be designated at a later date. In making the request the employee will state his purpose or purposes in leaving his residence, his destination or destinations, his planned time of departure and his estimated time of return to his residence. Upon returning to his residence the employee shall contact the commanding officer, the Chief of Police or his designee, on such recorded line(s) to notify the department that he has returned to his residence.

Employees, who obtain such permission from their commanding officer, the Chief of Police or his designee will notify them prior to leaving the residence of the fact that they are leaving.

Upon returning to the residence, the employee will contact as described above his commanding officer, the Chief of Police or his designee at the Department to notify the Department he has returned.

The Commanding Officer, the Chief of Police or his designee shall maintain records of all telephone requests, time thereof, the purposes described, destination, etc. and whether granted as well as report of return to the residence, on Department forms provided for such purpose.

Sick employees must receive during this ten (10) day period permission from the Chief for any absence.

After an employee has used ten (10) consecutive sick leave days the employee shall remain obligated not to misuse/abuse his sick leave and shall contact each day the station on the approved line so as to provide his whereabouts if not at his residence.

Nor shall an employee on sick leave take a vacation, take a trip outside the state or travel more than thirty (30) miles from his residence without the express permission of the Chief.

It is further agreed that each employee's misuse, abuse or excessive use of sick leave may be subject to discipline, in the Collective Bargaining Agreement the other sick leave limitations of said Agreement, the requirement to provide a required doctor's certification/report and any other existing practice established by the department not inconsistent with or conflicting with or superseded by this Agreement.

ARTICLE XX

DRUG AND ALCOHOL TESTING PROGRAMS

Members of the bargaining unit shall not engage in the consumption or use of marijuana, THC or any other cannabinoid products. All unit members are prohibited from using marijuana,

THC or cannabis on or off duty. Numerous studies have indicated that the use of such products can have an impact on short-term memory, concentration, coordination and other cognitive functions.

Upon reasonable suspicion, the Chief may order an on-duty unit member to undergo testing for alcohol or illegal controlled substances. A unit member will be paid for the time spent undergoing such testing and the City will pay for the testing itself. Testing results will be provided to the Chief and the member. If a member fails such a test, i.e., if s/he tests positive for alcohol, illegal controlled substance use and/or for marijuana use, s/he will be subject to discipline up to and including termination.

ARTICLE XXI

DURATION OF AGREEMENT

Section 1. This Agreement shall take effect on October 1, 2019 and shall continue in force and effect to and including June 30, 2022.

Section 2. On or after December 1, 2021, the Association shall notify the City or the Association respectively of its first proposals for a new Agreement, to be effective on the termination of this agreement, and the parties shall proceed to bargain collectively with respect thereto.

Section 3. During the period of negotiations for a new agreement, to take effect July 1, 2022, this agreement shall continue in effect after its expiration date until the execution of the new agreement.

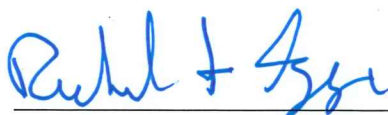
Witness our hands and seals this day Oct. 30, 2023, 2023.

City of Medford

Medford Police Patrolmen's
Association



Breanna Lungo-Koehn, Mayor



President

9/28/23

Approved as to Form

APPENDIX A

Date

I _____ have been advised of the rules of the Medford Police Patrolmen's Association and agree to abide by said rules as a member in good standing. I also authorize the deduction of \$15.00 (fifteen dollars) per week from my paycheck for my Union Dues. I further authorize the deduction of an additional \$10.00 (ten dollars) per week for thirty weeks to pay for the Association's initiation fee of \$300.00 (three hundred dollars).

Respectfully,

Cc: Clerk's Office
Union File

SUPPLEMENT

WEINGARTEN & CARNEY RIGHTS

As unionized Massachusetts public employees, MPPA members have two (2) discrete sets of rights regarding any involvement with management from which discipline and/or criminal charges may result. The first are *Weingarten* rights, which resulted from a 1975 National Labor Relations Board case. The second are *Carney* rights, which resulted from a 1990 Massachusetts SJC case. Both are explained below.

Weingarten Rights (Representation in Discipline Meetings)

Weingarten rights include the right of any bargaining unit member to have representation (e.g. a union officer or a fellow bargaining unit member) present at any meeting with a supervisor in which the unit member has a “reasonable belief” that discipline may result.

If the employee is unsure whether discipline could result from the meeting, he or she has a right to ask the supervisor – could discipline result from this meeting?

If the employee does want a representative present for a meeting he or she should:

- (1) Make a clear request for union representation before or during the interview. (You cannot be punished for making this request.)
- (2) After the employee makes the request, the Employer must choose from among three options. The Employer must either: (a) grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; (b) deny the request and end the interview; or (c) give the employee a choice of having the interview without representation or ending the interview.
- (3) If the employer denies the request for union representation, and continues to ask questions, it commits a prohibited practice in violation of M.G.L. c. 150E and the employee has a right to refuse to answer questions. The employer may not discipline the employee for such a refusal.

Carney Rights (Transactional Immunity in IA Investigations)

All Massachusetts public employees have Carney rights. Under Carney you cannot be compelled to incriminate yourself in an internal affairs investigation. Before a Massachusetts public employee “can be compelled to make any statement, he must be granted State transactional immunity as to any such statements”. Transactional immunity is that which “accords full immunity from prosecution for the offense to which the compelled testimony relates, . . .” Ainsworth v. Risley, 244 F.3d 209, 220 (1st Cir. 2001).

Accordingly, if you are the subject of an investigation which has the potential for criminal charges – different from a non-criminal investigation about, for example, insubordination, attendance issues, or poor work performance for which only your *Weingarten*

rights would apply – you should immediately contact your union representative so that he or she can begin the process for obtaining transactional immunity.

You must still attend any interview as ordered by a supervisor while a request for transactional immunity is being resolved, as failure to appear could subject you to an additional insubordination charge. However, you have a right to refuse to answer any questions at the meeting pending resolution of your request for transactional immunity, and you cannot be punished for exercising that right.