

**Agreement**

**between**

**The Town of Boxborough**

**and**

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**Massachusetts Coalition of Police, Local 200A**

**Dispatch**

**July 1, 2018 through June 30, 2021**

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## PREAMBLE

This Agreement, entered into by the Town of Boxborough, hereinafter referred to as the EMPLOYER, and the Massachusetts Coalition of Police, Local 200A, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION, and the establishment of rates of pay, hours of work, and other conditions of employment for all full-time public safety dispatchers and dispatch supervisors. "Full-time" refers to EMPLOYEES who regularly work more than forty (40) hours per week.

Throughout this Agreement, any reference to "Chiefs" means BOTH the Fire and Police Chiefs.

## ARTICLE 1 - RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for full-time public safety dispatchers and dispatch supervisors working for the EMPLOYER.

The EMPLOYER will not aid, promote, or finance any labor group or organization that purports to engage in collective bargaining or make agreement with any group or individual for the purpose of undermining the UNION or changing any condition contained in this agreement.

## ARTICLE 2 - UNION DUES AND AGENCY SERVICE FEE

**SECTION 1.** EMPLOYEES shall tender the initiation fee (if any) and membership dues by signing the authorization of dues form in Attachment B. During the life of this agreement and in accordance with the terms of the authorization form, the EMPLOYER agrees to deduct UNION membership dues levied in accordance with the Constitution of the UNION from the pay of each EMPLOYEE who executes or has executed such form. Dues are deducted weekly for four (4) weeks per month. The EMPLOYER Treasurer shall remit the aggregate amount to the Treasurer of the UNION along with a list of EMPLOYEES who have had said dues deducted. Such remittance shall be made monthly.

**SECTION 2.** The EMPLOYER shall require, as a condition of employment, the payment of an agency service fee up to the amount of UNION dues by any EMPLOYEE who is not a member of the UNION. The agency service fee for any EMPLOYEE who is not a member of the UNION shall begin after the thirtieth (30<sup>th</sup>) day following the commencement of his/her employment or the effective date of this agreement, whichever is later. The EMPLOYER agrees that, upon appropriate written authorization executed by such EMPLOYEE, it will deduct the agency fee once each week, for four (4) weeks per month, from the pay of the EMPLOYEE. The EMPLOYER will remit the monthly aggregate amount of such deductions to the same Officer of the UNION as is designated in Section 1 of this Article. Any such authorization for the deduction of an agency fee may be withdrawn by the employee by giving not less than sixty (60) days written notice to the EMPLOYER and by filing a copy thereof with the UNION.

The UNION shall indemnify and save harmless the EMPLOYER and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action that shall be taken by the EMPLOYER for the purposes of complying with the provisions of this Article.

## ARTICLE 3 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

**SECTION 1.** A grievance is defined as any dispute between a represented EMPLOYEE and the EMPLOYER concerning the meaning, interpretation, or application of an express and specific provision of this agreement.

**SECTION 2.** The following is the grievance procedure:

**Informal Step:** The Steward, with or without the aggrieved EMPLOYEE, shall take up the grievance with the Chiefs, informally, within fourteen (14) calendar days of its occurrence. The Chiefs shall attempt to adjust the grievance after an informal meeting.

**Step 1:** The Steward, with or without the aggrieved EMPLOYEE, shall take up the grievance in writing with the Chiefs. "In writing" shall mean that the grievance shall be detailed, including date of occurrence and remedy sought, on a cover

sheet in the form of the COMPLAINT/GRIEVANCE FORM (per Attachment A). The form shall be generated within fourteen (14) calendar days from the date of the informal meeting required by the Informal Step, hand delivered between the parties and signed and dated by each of the parties at each step of the process.

The time clock for moving the grievance forward shall be started only upon personal receipt of documents by the Chiefs. The Chiefs shall establish the dates for further escalation and shall attempt to adjust or settle the matter, and respond in writing within fourteen (14) calendar days from the receipt by the Chiefs.

**Step 2:** If the grievance still remains unsettled, it shall be presented to the Board of Selectmen in writing within fourteen (14) calendar days of the Chiefs' answer in Step 1. The Board of Selectmen will have a hearing on the grievance within fourteen (14) calendar days of the receipt of the grievance and shall respond, adjust, or settle the matter, in writing, within thirty (30) calendar days from the date of the hearing.

**Step 3:** In the event that the grievance remains unresolved after the first two steps of the grievance procedure, either party may, within thirty (30) calendar days of the reply of the Board of Selectmen, by written notice to the other party, refer the matter to arbitration. The arbitration proceeding shall be conducted according to the rules and regulations of the American Arbitration Association. The American Arbitration Association will be the arbitrator unless another is chosen by mutual agreement.

The Arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument. The decision of the Arbitrator shall be final and binding on the parties.

The decision rendered by any arbitrator shall be confined to the scope of this agreement and shall not infringe upon any right vested to the EMPLOYER by statutory authority.

Administrative fees charged by the Arbitrator and the cost of the expenses for the Arbitrator's services and the proceedings, if any, shall be borne equally by the EMPLOYER and the UNION.

If either party desires a verbatim record of proceedings, it may cause such a record to be made. All transcripts will be made available to the Arbitrator at no cost to the other party. If both parties desire a verbatim record of the proceedings, all associated costs will be shared.

**SECTION 3.** Any grievance which is not pursued in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed waived. Any grievance that is not responded to in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed denied. The parties may, by mutual agreement in writing, extend the time limits referred to in this Article.

**SECTION 4.** No grievance based on an event or condition which occurred or existed prior to the effective date of this contract may be the subject of a grievance.

**SECTION 5.** The aggrieved EMPLOYEE shall have time off, with pay, to attend grievance hearings and arbitration hearings.

#### **ARTICLE 4 - TRAINEE PERIOD**

Each new EMPLOYEE shall be considered a TRAINEE for the first one hundred and twenty (120) days worked. TRAINEES may be disciplined, discharged, or otherwise terminated at the sole discretion of the EMPLOYER.

#### **ARTICLE 5 - JUST CAUSE**

EMPLOYEES who have passed their training period shall not be disciplined or discharged without just cause. The UNION Steward shall be notified in writing of the discipline of any EMPLOYEE after the discipline is given.

#### **ARTICLE 6 - SENIORITY**

Seniority of the EMPLOYEE shall be determined by the length of continuous paid service with the Town as a full-time EMPLOYEE. "Continuous Service" is any period of continuous paid service, including paid leaves of absence and time on Worker's Compensation, but excluding unpaid leaves of absence.

Seniority shall be the primary consideration in all cases of decrease of the working force and choice of vacation period.

Each fiscal year the EMPLOYER will supply to the UNION an up-to-date seniority list.

#### **ARTICLE 7 – LAY OFF**

EMPLOYEES who are laid off pursuant to this Agreement shall have the right of first refusal for reinstatement should the laid-off position(s) be rehired.

#### **ARTICLE 8 - JOB POSTING AND BIDDING**

When a position covered by this Agreement becomes vacant or is created, such vacancy shall be posted in the designated place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for ten (10) working days. Within twenty (20) working days of expiration of the posting period, the EMPLOYER will award the position to the most qualified applicant. The qualifications of an individual to perform the proposed job function will be the primary consideration of the EMPLOYER in considering EMPLOYEES within the Unit for promotion or transfer within the bargaining unit. If the EMPLOYER determines that no applicant is qualified, the EMPLOYER may fill the position from outside the bargaining unit.

All action is subject to Affirmative Action Rules and Regulations.

#### **ARTICLE 9 - HOURS OF WORK**

**SECTION 1.** The regular work week of all Full-time EMPLOYEES shall consist of four (4) eight (8) hour shifts and two (2) consecutive days off. One week shall be defined as the period starting on Thursday at 0001 hours (Thurs. 12:01 AM) and ending on Wednesday at 2400 hours (Wed. 12:00 Midnight).

**SECTION 2.** Regular work shifts are defined as follows: the day shift begins at 7:00 a.m. and ends at 3:00 p.m.; the evening shift begins at 3:00 p.m. and ends at 11:00 p.m.; the night shift starts at 11:00 p.m. and ends at 7:00 a.m. Additional shifts or changes to the work shifts may be established by the Chiefs after reasonable notice and consultation with the union.

**SECTION 3.** Shifts may be swapped with prior approval of the Chiefs or their designee provided there is no additional cost (e.g., overtime, shift differential) to the TOWN. Swaps must be documented on the weekly schedule without altering the originally scheduled assignments.

#### **ARTICLE 10 - OVERTIME/SHIFT ASSIGNMENTS/CALL BACK & CALL IN/COMP TIME**

##### **SECTION 1. Overtime**

If a regular full-time EMPLOYEE is held over on duty for four (4) hours or less in excess of his/her scheduled hours of duty or shift, as defined in Article 9 Section 2, by order of the Chiefs or their designee because of a public safety emergency, the EMPLOYEE shall be compensated for a minimum of one (1) hour at the rate of one and one-half times his/her base hourly rate set forth in Article 30 below. If a regular full-time EMPLOYEE is called back to duty outside of his/her regularly scheduled shift and voluntarily agrees to work same, the EMPLOYEE shall be compensated for a minimum of four (4) hours' pay at time and one half (1.5) for each call back. If a regular full-time EMPLOYEE is called back to duty outside of his/her regularly scheduled shift and is ordered to work same, the EMPLOYEE shall be compensated for a minimum of four (4) hours' pay at double (2) time for each call back. An EMPLOYEE who is ordered in on a paid Holiday, as listed in Article 12, shall be compensated at double (2) time plus the applicable Holiday pay. For each of the foregoing, the EMPLOYEE may elect to receive compensatory time in lieu of overtime pay, subject to the provisions of Article 10, Section 4.

The filling of these shifts shall be by the Chiefs or their designee. No EMPLOYEE shall be required to work during sick or bereavement time or the sixteen (16) hours immediately preceding or following the sick or bereavement time.

Each order in shift or partial shift shall be assigned to the EMPLOYEE who has been assigned the least number of order-in shifts thus far in the fiscal year; however, an EMPLOYEE who is out during a pre-approved vacation period shall be the last to be considered for an order-in shift. In the event that two or more EMPLOYEES have been assigned the same number of order in or partial shifts, the EMPLOYEE with the lesser amount of seniority shall be ordered in.

If an EMPLOYEE is ordered to work by the Chiefs or their designees during an approved vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days of like time for each day affected. In the event that a regularly scheduled unpaid day off falls within the vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days of compensatory time for each day affected. The EMPLOYER shall also repay the EMPLOYEE any vacation expenses directly suffered due to such cancellation of vacation.

A vacation period shall be defined as a period which includes no less than eight (8) hours of vacation leave and begins at the end of the EMPLOYEE'S last scheduled shift prior to using vacation, personal and/or compensatory leave, and ends at the beginning of the EMPLOYEE'S first scheduled shift after the use of said time.

Vacation time, compensatory time, holiday time, bereavement time, sick time and personal time shall counted as hours worked for the purpose of determining when the EMPLOYEE shall be paid at one and one-half times his/her hourly base rate.

All overtime must be pre-approved by the Chiefs or their designee. EMPLOYEES are assigned to overtime shifts subject to department needs and at the discretion of the Chiefs or their designee.

EMPLOYEES are not permitted to work more than sixteen (16) hours in one twenty-four (24) period unless waived by the Chiefs or their designee because of a public safety emergency.

If an EMPLOYEE is unable to work an assigned shift, the shift will be posted and filled subject to the provisions of Section 3.

EMPLOYEES who work on Thanksgiving will be paid double time for the hours worked. For purposes of this provision, Thanksgiving is defined as 7:00am the morning of Thanksgiving until the following 7:00am.

#### **SECTION 2. Shift Assignments**

EMPLOYEES will bid shift assignments three (3) times per year (January, May and September), unless there is a change in Department personnel that requires further changes to the shift assignments.

EMPLOYEES may be allowed to exchange regular shift assignments with the prior approval of the Chiefs or their designee provided that there is no cost to the EMPLOYER.

#### **SECTION 3. Assignment of Open Shifts**

Full-time EMPLOYEES shall be offered and have the right of first refusal to all open shifts arising from earned leave time used as well as on the two (2) open shifts each week. Such open shifts shall be offered first to the EMPLOYEE who has been assigned the least number of open shifts. In the event that two or more EMPLOYEES have been assigned the same number of such open shifts, the EMPLOYEE with the greater amount of seniority shall be offered the shift.

#### **SECTION 4. Compensatory Time**

In lieu of pay, an EMPLOYEE may elect to receive compensatory time off at a rate that is equivalent to the applicable overtime compensation rate provided that:

- (a) The EMPLOYEE shall notify the Chiefs of the compensatory time off that he/she wishes to take no less than ten (10) days in advance.
- (b) The Chiefs or their designee authorize the EMPLOYEE to take the time requested. Such authority shall not be withheld by the Chiefs or their designee unless they determine, in their sole discretion, that an emergency exists or it would cause additional cost to the EMPLOYER.
- (c) If an EMPLOYEE notifies the Chiefs less than ten (10) days in advance, the Chiefs shall not withhold their authority unreasonably.
- (d) An EMPLOYEE may not accumulate more than forty (40) hours of compensatory time at any one time. In addition, no additional compensatory time may be accumulated after April 1<sup>st</sup> of each fiscal year. All compensatory time

must be used within the fiscal year in which it was earned. If such time is not used in the fiscal year in which it was earned, it will be paid at the rate at which it was earned in the last payroll check for the fiscal year.

EMPLOYEES shall be allowed to use compensatory time in half-day increments, subject to the approval of the Chiefs.

**ARTICLE 11 - MEAL BREAK**

EMPLOYEES who are members of the bargaining unit voluntarily give up their right to a thirty (30) minute unpaid meal break after six (6) hours of working. EMPLOYEES will be permitted to eat at their workstation while working as long as such eating causes no disruption in the performance of their duties.

**ARTICLE 12 - HOLIDAYS**

The following days shall be considered paid Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	

and any other day that may be declared a Holiday by the EMPLOYER.

Holiday pay for each full-time EMPLOYEE shall be for eight (8) hours. If a holiday occurs within an EMPLOYEE'S vacation period, it will not be counted as a vacation day.

EMPLOYEES required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one half (1.5) times their regular rate of pay for all hours worked, and shall be guaranteed a minimum of four (4) hours pay at such rate. The EMPLOYER has the right to at least four (4) hours of work from EMPLOYEES on that Holiday. EMPLOYEES ordered in to work on a paid Holiday will be compensated in accordance with the provisions of Article 10 Section 6. EMPLOYEES who are required to work on a holiday under this paragraph shall not have the option of receiving the additional pay as time off.

In lieu of holiday pay, an EMPLOYEE may elect to receive one (1) day or eight (8) hours of time off without loss of pay provided that:

- (a) The EMPLOYEE shall notify the Chiefs in advance of the holiday if he/she elects to take the holiday either as time off or as pay.
- (b) The EMPLOYEE shall notify the Chiefs of the time off that he/she elects to take off no less than ten (10) days in advance.
- (c) If an EMPLOYEE fails to notify the Chiefs less than ten (10) days in advance for an unplanned event, the Chiefs shall not withhold their authority unreasonably, provided that there is no additional cost to EMPLOYER.
- (d) This time off shall be taken only after it is earned and before the end of the fiscal year in which it was earned.
- (e) There shall be no additional cost to the EMPLOYER.

**ARTICLE 13 - VACATION**

All full-time EMPLOYEES shall accrue vacation with pay as follows:

Service	Accrual Rate	Vacation
Date of hire to end of fiscal year	6.67 hours per month	
After one (1) year	6.67 hours per month	Ten (10) work days
After five (5) years	<u>10 hours per month</u>	Fifteen (15) work days
After ten (10) years	<u>13.34 hours per month</u>	Twenty (20) work days
After fifteen (15) years	<u>16.67 hours per month</u>	Twenty-five (25) work days

EMPLOYEES shall be allowed to use vacation in half-day increments, subject to the approval of the Chiefs.

**SECTION 1.** For EMPLOYEES with hire date from January 1 through June 30, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown in the chart above. For EMPLOYEES with hire date from July 1 through December 31, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown less six (6) months, i.e., at 4 1/2 and 9 1/2 years.

**SECTION 2.** Each vacation year begins on July 1. Vacation time earned may be taken within the vacation year it was earned but may be deferred by the EMPLOYEE for a maximum of one year. Payment in lieu of vacation leave is not allowed, except as stipulated in Sections 4 and 5 of this Article. Any unused, deferred vacation remaining after said year shall be forfeited.

**SECTION 3.** The Chiefs must pre-approve all vacation schedules. If more EMPLOYEES than can be scheduled at one time request the same days off, request(s) from the more senior EMPLOYEE(S) shall receive priority provided however that such requests are not submitted more than six (6) months in advance.

Requests for vacation must be submitted to the Chiefs not less than fourteen (14) days prior to the start of the planned vacation. If an EMPLOYEE fails to provide such notice, approval for the requested time off may be granted at the discretion of the Chiefs. Approval for requests without sufficient notice will not be unreasonably withheld.

Requests for single or partial days must be submitted at least one (1) week in advance to permit Chiefs adequate time to schedule a replacement for the full or partial shift. Requests with less than seven (7) days' notice will not be unreasonably denied.

**SECTION 4.** An EMPLOYEE may request, subject to the approval of the Chiefs, to be advanced vacation days that are expected to be earned during the same fiscal year, but have not yet been accrued. In making such a request, the EMPLOYEE must sign an agreement with Town in which the EMPLOYEE agrees that if the EMPLOYEE resigns or is terminated prior to working the full fiscal year, any vacation days taken, but not yet accrued according to the accrual schedule above shall be deducted from that EMPLOYEE's final paycheck. If an EMPLOYEE dies prior to working the full fiscal year, any vacation days advanced but not yet accrued shall not be deducted or paid back by his/her estate.

**SECTION 5.** If an EMPLOYEE is terminated from the department he/she shall be entitled to payment for vacation time accrued.

**SECTION 6.** If an EMPLOYEE dies, the vacation benefits to which he/she would have been entitled shall be paid to his/her estate.

#### **ARTICLE 14 - SICK LEAVE**

**SECTION 1.** Each full-time EMPLOYEE shall be entitled to one (1) eight (8) hour day of paid sick leave for each five (5) calendar weeks of continuous service per year to be used in case of illness or injury or other temporary disabilities which necessitate his/her absence from work. Sick leave may be used for personal and immediate family member illness, injury, or other temporary disabilities.

**SECTION 2.** No EMPLOYEE may accumulate more than one hundred and eighty (180) days sick leave with pay.

**SECTION 3.** In absences of four (4) or more consecutive working days, the Chiefs, at their sole discretion, may request a doctor's certificate in order for the EMPLOYEE to continue receiving sick leave pay.

**SECTION 4.** After an extended medical leave or accident, the Chiefs, at their sole discretion, may request a certificate of fitness for duty from a doctor in order to allow the EMPLOYEE to return to work. Extended leave is an absence of more than ten (10) consecutive working days.

**SECTION 5.** Unused sick leave can not be converted to pay or compensation of any kind

**SECTION 6.** EMPLOYEES who are entitled to leave under the Family and Medical Leave Act shall be required to substitute

accrued paid sick leave as part of the twelve (12) weeks leave provided under the Act.

**SECTION 7.** EMPLOYEES who are entitled to leave under the Family and Medical Leave Act or the Massachusetts Parental Leave Act because of the birth or adoption of a child shall be required to substitute accrued paid leave as part of the leave provided under the Acts.

#### **ARTICLE 15 - JURY PAY**

The EMPLOYER agrees to make up the difference in an EMPLOYEE'S pay between a normal work-week's wages and compensation received for Jury Duty, excluding expenses. The EMPLOYEE must provide proof of Jury Duty attendance prior to payment.

#### **ARTICLE 16 - BEREAVEMENT LEAVE**

In the event that the spouse or partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law of an EMPLOYEE shall die, the Chiefs shall grant such EMPLOYEE a leave of absence with pay for a period not to exceed three (3) working days. In the event that the aunt, uncle, brother-in-law, sister-in-law niece or nephew of an EMPLOYEE, or of the EMPLOYEE'S spouse or partner, shall die, the Chiefs shall grant such EMPLOYEE a leave of absence with pay for a period of two (2) working days.

EMPLOYEES shall be allowed to take bereavement leave in half-day increments, subject to the approval of the Chiefs.

#### **ARTICLE 17 - PERSONAL LEAVE**

**SECTION 1.** Full-time EMPLOYEES shall be allowed each fiscal year, as hereinafter provided, three (3) personal days with pay, at their straight time rate, to attend to personal matters. Such leave shall be taken with the prior approval of the Chiefs and such approval shall not be unreasonably withheld.

**SECTION 2.** During the first fiscal year of employment, new EMPLOYEES shall be eligible for one (1) day of paid personal leave for each four (4) months that the new EMPLOYEE has worked. To the extent that one of the four (4) month periods is anticipated to conclude during the month of June, the new Employee will be credited with a personal day on June 1<sup>st</sup> for use during the month of June.

**SECTION 3.** Personal days may be taken at any time during the fiscal year from July 1<sup>st</sup> to June 30<sup>th</sup>. Unused personal leave cannot be carried over into the next fiscal year, nor can it be converted to pay or compensation of any kind. Personal days may not be used in less than half-day increments.

**SECTION 4.** Unpaid Leaves of Absence. EMPLOYEES may be granted unpaid leaves of absence by the Board of Selectmen. EMPLOYEES must request such leave in advance and approval shall not be unreasonably withheld.

#### **ARTICLE 18 - MILITARY LEAVE**

Any EMPLOYEE who is a member of an organized unit of the ready reserve of the armed forces, who, in order to receive military training with the armed forces of the United States not exceeding seventeen (17) days in any one calendar year, requires leave from his/her position and who gives notice to the Chief of the date of departure and date of return for the purposes of military training, and of the satisfactory completion of such training immediately thereafter, and who is still qualified to perform the duties of such position, shall be entitled to be restored to his/her previous, or a similar, position with the same status, pay and seniority, and such period of absence for military training shall be construed as a military leave of absence. Such EMPLOYEES shall be paid the compensation that he/she would otherwise have received during his/her leave, less all monies that he/she received from the military (excluding reimbursement of out-of-pocket expenses) for such training. Such absence for military training shall not affect the EMPLOYEE'S right to receive normal vacation, sick leave, advancement and other advantages of his/her employment normally to be anticipated in his/her particular position. The EMPLOYER will comply with the Gulf War Veterans' Act.

#### **ARTICLE 19 - UNION REPRESENTATIVES**

A written list of UNION officers and the name of the UNION steward shall be furnished to the EMPLOYER immediately after

their designation and the UNION shall notify the EMPLOYER in writing of any changes.

Upon prior approval of the Chiefs, the UNION steward shall be allowed time off with pay, up to three (3) days per year, to investigate and file grievances, and to attend arbitration, hearings, or any other administrative meeting.

#### **ARTICLE 20 - ACCESS TO PREMISES**

The EMPLOYER reasonably agrees to permit representatives of the Massachusetts Coalition of Police to enter the premises at any time for discussion of working conditions with individual EMPLOYEES who are subject to this Agreement, provided that they do not interfere with the performance of duties assigned to the EMPLOYEES. The Chiefs may require prior notice. No more than two (2) representatives will enter the premises at any time.

The UNION shall be permitted to use facilities of the EMPLOYER for the transaction of UNION business during working hours, and to have reasonable use of the EMPLOYER'S facilities for UNION meetings during off-duty hours, subject to advance notice and approval of the EMPLOYER. Such approval shall not be unreasonably withheld.

#### **ARTICLE 21 - BULLETIN BOARDS**

Announcements shall be posted in the lunchroom bulletin board. For the purposes of this section "Announcements" will be defined as notices of official UNION business with copies provided to the Chiefs.

#### **ARTICLE 22 – EDUCATION INCENTIVE**

An EMPLOYEE who is in possession of a Associate's, Bachelor's or Master's degree in a field of study which the Police Chief, in his sole discretion, determines to be beneficial to the Police Department shall be paid an annual education stipend in the following amount:

Associate's degree:	\$750.00
Bachelor's degree:	\$1,250.00
Master's degree:	\$1,750.00

Said stipend shall be paid to eligible EMPLOYEES in a lump sum in June of each fiscal year.

#### **ARTICLE 23 - WORKER'S COMPENSATION**

In the event that an EMPLOYEE shall be entitled to disability compensation pursuant to the provisions of the Worker's Compensation Act, he/she may, within a reasonable period of time after receiving the benefits, take whatever authorized paid leave to which he/she may otherwise be entitled, in increments of four (4) hours up to a maximum of sixteen (16) hours per week, in order to bring his/her total compensation up to the full rate of pay provided for his/her position

EMPLOYEES will report a work-related accident or injury in writing to their immediate supervisor within forty-eight (48) hours, regardless of whether such accident or injury causes absence from work. Reports may be submitted on the "Industrial Accident Report" form available from the Town Treasurer.

#### **ARTICLE 24 - INSURANCE**

**SECTION 1.** Medical Insurance - The EMPLOYER will continue to provide the following plans or their equivalents: an indemnity plan paid at fifty percent (50%) by the EMPLOYER and an HMO plan paid at seventy-five percent (75%) by the EMPLOYER

**SECTION 2.** Group Life, Accidental Death, and Dismemberment Insurance - The EMPLOYER will continue to provide the same insurance or its equivalent that is presently in effect and pay fifty percent (50%) of the premium for this insurance for the first ten thousand dollars coverage (\$10,000.00). The amount of coverage shall be a minimum of ten thousand dollars (\$10,000.00).

**SECTION 3.** Liability Insurance - The EMPLOYER will continue to provide the Liability Insurance or equivalent that is presently in effect.

**SECTION 4.** Disability Insurance - The EMPLOYER will continue to provide the Disability Insurance or equivalent that is presently in effect. The EMPLOYER will continue to pay fifty percent (50%) of the premium for this insurance.

**SECTION 5.** Changed Benefits - In the event the EMPLOYER changes benefits or terms relating to insurance in excess of or more advantageous to the EMPLOYEES than those provided in this Agreement, such benefits or terms shall prevail to the extent permitted by law.

**SECTION 6.** The Town and the Union acknowledge that the Town is a member of the Minuteman Nashoba Health Group (MNHG). The parties acknowledge that the MNHG has and continues to provide excellent benefits at an affordable cost for all eligible participating employees of the Town. Considering such, the Town and the Union both specifically, consciously and clearly waive any right to bargain over any and all changes made by the MNHG to the plan(s) and benefits offered by the MNHG, as well as the impact of those changes.

#### **ARTICLE 25 - MILEAGE ALLOWANCE**

All EMPLOYEES who are authorized by the Chiefs to use their personal vehicles in the performance of their duties shall be reimbursed for said use at the IRS rate that is current at the time the vehicle is being used.

#### **ARTICLE 26 - SEVERABILITY**

Should any provision of this Agreement be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and parties will meet immediately to resolve the provision in dispute.

#### **ARTICLE 27 - COMPLETE AGREEMENT**

This document and the current mutually accepted job descriptions constitute the complete Agreement between the EMPLOYER and the UNION. It is acknowledged that during negotiations that resulted in this Agreement, each and all had the unlimited right and opportunity to make proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement. No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

#### **ARTICLE 28 - MANAGEMENT RIGHTS**

**SECTION 1.** This Agreement is not intended to violate any Federal, State, County or Municipal Laws, nor shall anything in this Agreement be interpreted as diminishing the right of the EMPLOYER to determine and prescribe the methods and means by which its operation of Dispatch shall be conducted, except as may otherwise be provided in this Agreement.

**SECTION 2.** The EMPLOYER shall exercise the customary rights and responsibilities of the management of Dispatch. The EMPLOYER shall have the exclusive right to manage Dispatch, to direct the working forces, to contract and sub-contract, to determine the operations, the methods, the processes and procedures, the schedules and work assignments. The EMPLOYER has the right to hire, layoff, promote, demote, transfer, assign, discipline or discharge for cause, maintain discipline, and require the observance of the EMPLOYER'S reasonable rules and regulations. The EMPLOYER may dismiss any EMPLOYEE for cause. The EMPLOYER may dismiss any EMPLOYEE with an overall performance rating below "meets requirements" if the rating has not been remedied to "meets requirements" in six (6) months. The EMPLOYER may relieve EMPLOYEES from duty because of lack of work or other proper reasons. The EMPLOYER has the exclusive and sole right to determine and maintain equitable standards of performance, and to attain and maintain efficiency.

**SECTION 3.** The failure of the EMPLOYER to exercise, or the decision of the EMPLOYER not to exercise, any of its management rights in one or more instances shall not be deemed to be a waiver by the EMPLOYER if it chooses to enforce the right or rights in any other instance or instances.

#### **ARTICLE 29 - NO STRIKE/LOCKOUT**

The UNION and the EMPLOYER agree that differences between the parties shall be settled by peaceful means provided in this Agreement. The UNION EMPLOYEES within the bargaining unit, in consideration of the value of this Agreement, agree

that so long as this Agreement is in effect, neither the UNION nor any EMPLOYEE or group of EMPLOYEES shall permit or engage in any strike, sympathy strike, slow down, stoppage of work, or other interference with work. The EMPLOYER agrees that so long as this Agreement is in effect, there shall be no lockout. EMPLOYEES covered by this Agreement who engage in strike activity prohibited by this Article shall be subject to discipline or discharge without application of progressive discipline.

**ARTICLE 30 - WAGES**

**SECTION 1.** The EMPLOYER and the UNION agree to continue the performance evaluation system currently in place.

**SECTION 2.** Existing EMPLOYEES will receive the planned step pay increase on July 1 if they have achieved an overall performance rating of "meets requirements" or better.

New EMPLOYEES will be hired at Step 1 (or another Step if so determined by the Chief, subject to the approval of the Board of Selectmen). New EMPLOYEES hired before January 1 will move to the next Step on the following July 1 if they have achieved an overall performance rating of "meets requirements" or better. New EMPLOYEES hired after January 1 will receive the planned step pay increase on the July 1 after completing a full year of employment and achieving an overall performance rating of "meets requirements" or better.

**SECTION 3.** Wages will be increased by 2.0% COLA for the Dispatcher and Dispatcher Supervisor respectively in FY 19, by 2.0% in FY 20 and 2.0% in FY 21, as reflected in the tables that follow.

Dispatchers

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FY18	20.23	20.75	21.27	21.8	22.34	22.89
FY19: 0.50 + 2.00%	21.14	21.68	22.21	22.75	23.30	23.86
FY20: 2.00%	21.57	22.11	22.65	23.20	23.76	24.33
FY21: 2.00%	22.00	22.55	23.10	23.66	24.24	24.82
Overtime	150% of hourly rate					

Dispatch Supervisor

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FY18	22.61	23.17	23.74	24.34	24.95	25.57
FY19: 0.50 + 2.00%	23.57	24.14	24.72	25.34	25.96	26.59
FY20: 2.00%	24.04	24.63	25.22	25.84	26.48	27.12
FY21: 2.00%	24.52	25.12	25.72	26.36	27.01	27.67
Overtime	150% of hourly rate					

**SECTION 4.** An EMPLOYEE assigned in writing to perform the duties regularly conducted by a supervisor for a minimum of two (2) consecutive weeks shall be paid at the supervisor's rate of pay for the period worked in such capacity.

**SECTION 5.** an EMPLOYEE scheduled to work hours within the evening shift (3:00 p.m. to 11:00 p.m.) shall receive a differential of \$1.00 per hour for those hours. An EMPLOYEE scheduled to work hours within the night shift (11:00 p.m. to 7:00 a.m.) shall receive a differential of \$1.30 per hour for those hours.

**ARTICLE 31 - COURT TIME**

An EMPLOYEE required by the Chiefs or the court to be in court, if not the defendant or the plaintiff, shall be compensated for a minimum of four (4) hours. The EMPLOYER has the right to at least four (4) hours work even if the court appearance does not require the full four (4) hours.

**ARTICLE 32 - UNIFORM ALLOWANCE**

Initially EMPLOYEES may receive reimbursement for documented uniform expenses up to three hundred and fifty dollars (\$350) and thereafter a yearly replacement reimbursement for documented uniform expenses up to three hundred and fifty dollars (\$350). Worn or damaged items shall be returned at the Chiefs' request. Reimbursement monies not used may not be carried into the next fiscal year.

Clothing and equipment for which the EMPLOYER has paid or for which the EMPLOYER has reimbursed the EMPLOYEE shall be delivered to the Chiefs or their designee when the EMPLOYEE leaves the Town's employ.

**ARTICLE 33 – EMERGENCY MEDICAL DISPATCH (EMD) CERTIFICATION**

The EMPLOYER and the UNION agree to re-open this Agreement for the sole purpose of negotiating further on the subject of base wages at such time that EMD is no longer provided through an external certified Emergency Medical Dispatch (EMD) resource.

**ARTICLE 34- SAFETY AND HEALTH**

The EMPLOYER and the UNION mutually recognize the need for a work environment in which safe operations can be achieved for all phases of work. The EMPLOYER shall make reasonable provisions for the safety and health of its EMPLOYEES during their hours of employment, and the EMPLOYEES shall be expected to cooperate with the EMPLOYER.

**ARTICLE 35 – DRUG AND ALCOHOL TESTING**

The Union agrees to participate in a working group with the Town to discuss a drug and alcohol testing policy. Said working group will include representatives from all three (3) unions with a goal of reaching an agreement. If no agreement can be reached, however, the matter will be tabled until successor CBA negotiations. The Town agrees that the matter cannot be bargained to impasse during the life of this CBA.

**ARTICLE 36 - DURATION**

The provisions of this Agreement will become effective July 1, 2018 and will continue in full force and effect through June 30, 2021 or until a Successor Agreement is reached. Should either or both parties desire to negotiate a new Agreement for succeeding years, such party or parties shall by November 1, 20 give notice in writing to the other party by certified or registered mail.

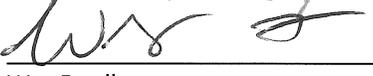
In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the officers duly authorized to do so by Local 200A, Massachusetts Coalition of Police, Dispatch.

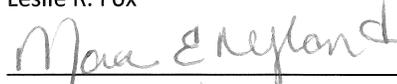
Signed, this 14 day of July, 2018

**For the EMPLOYER:**

  
\_\_\_\_\_  
Susan M. Bak, Chair

  
\_\_\_\_\_  
Robert T. Stemple, Clerk

  
\_\_\_\_\_  
Wes Fowlks

\_\_\_\_\_  
Leslie R. Fox  
  
\_\_\_\_\_  
Maria Neyland, clerk

**For the UNION:**

  
\_\_\_\_\_  
Ashley Cartier, President

\_\_\_\_\_  
, Vice-President

**ATTACHMENT A - COMPLAINT/GRIEVANCE FORM**

**Town of Boxborough  
Complaint/Grievance Form**

Statement of grievance, including date of occurrence:

Article & Section reference from Contract:

Statement of Remedial Action Sought:

Supporting Evidence (list of enclosures):

Submitted by:

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Signature of Union Representative

\_\_\_\_\_  
Date

Step	Procedural Recipient	Procedural Date to Move Forward	Aggrieved's Signature	Date/Time Submitted	Recipient's Signature	Date/Time Received
Informal	Chief(s)	(14 cal. days)				
Step 1	Chief(s)	(14 cal. days)				
Step 2	BOS	(14 cal. days)				
Step 2b	BOS ruling	(30 cal. days)				
Step 3	Arbitration					

**ATTACHMENT B - PAYROLL DEDUCTION FORM**

**AUTHORIZATION FOR PAYROLL DEDUCTION**

BY

\_\_\_\_\_  
Last Name                      First Name                      Middle Name

TO

TOWN OF BOXBOROUGH  
Employer

EFFECTIVE

Date

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments, and weekly for four (4) weeks per month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union monthly.

This authorization shall be irrevocable for the period of one year from the date hereof or until the termination of this agreement (whichever occurs first) and shall be automatically renewed and irrevocable for successive similar periods of one year, unless written order of revocation is given by me to you and to the UNION ten (10) days prior to the expiration for the anniversary of the signing of this card or the termination of this agreement (whichever occurs first).