

AGREEMENT
Effective
July 1, 2018 – June 30, 2021

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF CONCORD

and

TEAMSTERS LOCAL #25
(Public Safety Dispatchers)

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COLLECTIVE BARGAINING AGREEMENT
between
TOWN OF CONCORD
and
TEAMSTERS, LOCAL #25
(Public Safety Dispatchers)

PREAMBLE

This agreement is made and entered into by and between the Town of Concord, Massachusetts, hereinafter referred to as the “Town”, and the Teamsters Local 25, an affiliate of the International Brotherhood of Teamsters, with principal offices located at 544 Main Street, Boston, Massachusetts, 02129-1113, hereinafter referred to as the “Union”.

WITNESSETH

WHEREAS, the Union has been certified by the Labor Relations Commission of the Commonwealth of Massachusetts, Case No. MCR-4557, for certain employees of the Town of Concord (Public Safety Dispatch) and;

WHEREAS, it is the desire of the Town and the Union to establish and maintain mutual understanding, cooperation, and harmonious relationships between them;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE 1. GENERAL PROVISIONS

1.1 RECOGNITION

Pursuant to MLRC Certification No. 4557, the Town hereby recognizes the Union as the sole and exclusive bargaining agent for all employees (as defined in Article 1.2 of this Agreement) who work as a Public Safety Dispatcher or Lead Public Safety Dispatcher of the Police Department for more than thirty (30) consecutive days, and excluding all police officers and administrative, clerical, maintenance, executive, professional, casual and all other employees of the Town of Concord.

1.2 DEFINITIONS

“Employee” or “employees” means the person or persons for whom the Union is recognized as the sole and exclusive bargaining agent.

“Full-time Employee” means an employee retained in a position consisting of an average of forty (40) hours per week.

“Part-time Employee” means an employee retained in a position consisting of an average of less than forty (40) hours per week, but at least twenty (20) hours per week.

“Regular Position” means a full or part-time position of twenty (20) or more hours per week which requires the services of an employee in continuous employment for an indefinite term.

“Temporary Position” means a full or part-time position which is not likely to require the services of an incumbent in continuous employment for more than eighteen (18) consecutive months. Employees holding temporary positions are not eligible for leave or insurance benefits.

“Limited-Status Position” means a position which requires the services of an employee in continuous year-round employment for less than twenty (20) hours per week. Employees holding limited-status positions are not eligible for leave or insurance benefits.

“Town” means the Town of Concord acting through its Town Manager, as Chief Executive Officer, and his authorized representatives, including the Assistant Town Manager, the Human Resources Director, and the Chief of Police, or his designee.

“Work Shift” means the regular work shift of an employee from the normal starting time to the normal quitting time, exclusive of overtime.

“Department Head” means the Chief of Police, or such person as may be authorized or designated to serve as his designee.

“Designated Beneficiary” means the beneficiary designated under the provisions of the Mass. Gen. L. Chapter 32, unless another beneficiary is filed in writing with the Human Resources Department.

“Department” means the Town of Concord Police Department, or its functional successor.

“Division” means the Public Safety Dispatch division of the Town of Concord Police Department.

“Seniority” means the length of time an individual employee has been employed in a position within the bargaining unit. Such time does not include previous service when an employee is re-hired after voluntarily leaving employment with the Town.

1.3 STABILITY OF AGREEMENT

No employee or group of employees within the bargaining unit may modify or waive any provision of this Agreement.

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

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

The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, ordinance or order promulgated by the Town.

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation, the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provision shall remain in full force and effect.

No amendment to this Agreement shall bind the parties hereto unless in writing and signed by the parties hereto. No practice, condition of employment or benefit or oral agreement not expressly stated in this Agreement shall be binding on the Town or the Union. The parties further agree that only matters which are expressly and specifically limited or restricted by a provision of this Agreement shall be subject to the grievance arbitration provisions of this Agreement.

1.4 NON-DISCRIMINATION

The parties to this Agreement agree that they will not discriminate against any employee because of such employee's race, color, religion, sex, gender identity, sexual orientation (as defined by law), age (as defined by law), genetic information, national origin, disability, pregnancy, military status or veteran's status.

It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his or her right to join or assist, or refrain from joining or assisting, any labor organization.

Neither the Town nor the Union shall interfere with, restrain, coerce, intimidate, or discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union, or non-membership or non-participation in such activity.

Complaints alleging a violation of this Article may be addressed in accordance with the Grievance Procedure of this Agreement. Employees are also encouraged to promptly notify the Human Resources Director and/or Deputy Town Manager of any alleged discrimination.

Employees who have been accused of discrimination may use the Grievance Procedure of this contract in regards to any action taken as a result of such accusation.

1.5 NO STRIKE OR LOCK OUT CLAUSE

It shall be unlawful for any employee or the Union to engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, picketing, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

Should any employee or group of employees covered by this Agreement engage in any such job action, the Union shall take all reasonable means to induce the employee(s) to return to work.

Employees who participate in the activity or activities set out in this Article may be disciplined or discharged as the Town, acting in its judgment, deems proper, provided, however, that an issue of fact as to whether an individual has engaged in such activity may be the subject of the grievance-arbitration procedures set out herein.

The Town agrees that during the life of this Agreement, it will not lock out any employees covered by this Agreement.

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

1.6 MANAGEMENT RIGHTS

The Town is a public body established under, and with the powers provided by the General Laws of the Commonwealth of Massachusetts. Nothing in the Agreement shall derogate from the powers and responsibilities of the Town under the laws and regulations of the Commonwealth. The Town, its Board of Selectmen, Town Manager, and Chief of Police, reserve and retain those rights, powers and duties it now has or will have granted or conferred upon it by the General Laws of the Commonwealth. Except as specifically abridged or modified by an express term of this Agreement, the exercise of the aforesaid Town's rights shall be final and binding.

Nothing in this agreement shall limit the employer in the exercise of its function of management and in the direction and supervision of the Town's business. This includes but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work to be performed; schedule shifts and hours of work and lunch and break periods; hire, suspend, demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in required skills; and institute technological changes; except where any such rights are specifically modified or abridged by the express terms of this agreement.

Unless an express, specific provision of this agreement clearly provides otherwise, the Town, acting through the Police Chief or other appropriate Officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Department.

By way of example but not limitation, management retains the following rights:

1. to determine the mission, budget and policy of the Department;
2. to determine the organization of the Department, the number of employees, the work functions, and the technology to be used in performing them;
3. to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
4. to determine the methods, means and personnel by which the Department's operations are to be carried out;
5. to use non-bargaining unit employees to perform dispatching duties for up to thirty (30) consecutive days;
6. to manage and direct employees of the Department;
7. to maintain and improve orderly procedures and the efficiency of operations;
8. to hire, promote and assign employees;
9. to temporarily reassign or detail employees to other shifts or other duties;
10. to grant and schedule leaves, including sick and administrative leave;
11. to require that employees respond to a recall;
12. to determine the equipment to be used and the uniforms to be worn in the performance of duty;

13. to determine the policies affecting the hiring, promotion, retention, and training of employees;
14. to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
15. to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
16. to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
17. to take whatever actions may be necessary to carry out its responsibilities in situations of emergency notwithstanding any contrary provision of the Agreement;
18. to enforce existing rules and regulations for the governance of the Department;
19. to add to or modify rules and regulations as it deems appropriate provided that the Union is notified when practicable;
20. to evaluate employees, including establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation;
21. to suspend, demote, discharge, or take other disciplinary action against employees; provided, however, for employees who have successfully completed their probationary period, only for just cause;
22. to require the cooperation of all employees in disciplinary investigations;
23. to determine the Town's internal security procedures and practices;
24. to relieve employees from duties due to incapacity to perform duties or for other legitimate reasons.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives specified above, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

By making a proposal during regular contract negotiations, or agreeing to discuss a subject, the Town does not waive its right to implement a change in a working condition where no contrary provision is included in the contract or where a matter of managerial prerogative is involved, so long as the Town has not been found by the Division of Labor Relations to have failed to meet its bargaining obligation, if any, over the decision and/or impact in good faith to the point of either agreement or impasse.

It is understood and agreed by the parties hereto that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described herein, and that the failure or omission of the parties to

outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

1.7 UNION SECURITY

1.7.1 Dues Check-Off

Effective the thirtieth (30th) day following the beginning of employment under this Agreement the Town shall deduct regular Union dues, including initiation fees and uniform assessments, in the amount authorized by the employee, from the employee's regular paycheck for each month. Monthly dues will be deducted from checks on a bi-weekly basis with a maximum of two (2) deductions each month. There will be no deduction when a third pay-period falls within a particular month. The amounts deducted shall be sent to the Union office with a roster. The deduction of dues shall be in accordance with approved Town procedures.

The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A and Town policies and procedures.

The Town will not make any retroactive adjustments or deductions for any missed dues payments unless specifically authorized by the employee. The Union will be responsible for resolving any over/under payment of dues by the membership. In the event that an employee has not earned enough in a pay period to satisfy his or her dues obligation, the Union shall collect those dues directly, and the Town shall not be held responsible for collection of those dues.

Written authorization by the employee must be furnished to the Town via the Union in order for any deductions to commence.

Dues must be a fixed dollar amount that can be divided equally into the month's two bi-weekly deductions and must be the same amount for every member of the bargaining unit. Such amount may only change for the unit once every twelve (12) months. Official written notice of any change in the deduction rate must be sent by the Union to the Finance Director and copied to the Human Resources Director. Such notice must be given at least two (2) weeks before the paycheck in which the changes are to take effect.

1.7.2 Direct Deposit & Paperless Pay Statements

Upon receipt of written authorization from an employee, the Town agrees to make voluntary transmittals from that employee's paychecks to up to three (3) banks and credit unions, including the Teamster's Credit Union, once each pay period via direct deposit. The Town shall not make deductions and shall not be responsible for such transmittals for any pay periods in which the employee has no earnings or in which the employee's earnings are less than the amount authorized for deduction.

The Town may choose to require all employees to enroll in Direct Deposit of their pay. If the Town decides to implement this requirement, employees will be given at least 60 days written notice of its decision to do so. The Town may also choose to cease the provision of paper pay statements and instead provide employees with electronic access to such information.

1.7.3 DRIVE

With the receipt of an appropriate authorization executed by the employee, the Town agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE (Democratic-Republican-Independent Voter Education). DRIVE shall notify the Town of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Town shall transmit to DRIVE Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck. The Union agrees to indemnify and hold the Town harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Section

1.8 STEWARDS

The Union may designate and the Town will recognize one (1) steward and one or more alternates to serve in the absence of the steward; however, the Town shall not be obligated to recognize any employee as a steward or alternate unless the Union has informed the Police Chief, in writing, of who is designated to serve in these roles. The Union shall promptly notify the Police Chief in writing of any changes therein.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Town’s designated representative(s) in accordance with the provisions of this collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a) have been reduced to writing, or
 - b) if not reduced to writing, are of a routine nature and do not involve any interference with the Town’s business.

The Town recognizes these limitations upon the authority of job stewards and their alternates and, in doing so, has the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized action in violation of this Agreement. The Union reserves the right to remove the designation of Shop Steward at any time, for the good of the Union.

Stewards shall be permitted to investigate, present and process grievances on the property of the Town, as long as such activities do not interfere with the Town's ability to conduct business.

The steward, only while designated to that role, shall be granted super-seniority for the purposes of shift and vacation bidding and lay-off. Alternates shall not be granted super-seniority.

1.9 ACCESS TO PREMISES

Authorized agents of the Union shall have access to the public portion of the Town's establishment at any time, and to secured areas when approved by the Police Chief or his/her designee, for the purpose of determining whether or not the terms of this Agreement are being complied with. Such visits shall not interfere with Town business. Employees with whom the Union agents are visiting shall be subject to recall for emergencies.

1.10 BULLETIN BOARDS

The Town shall provide a bulletin board of reasonable size and space in the Police Department for notices concerning Union business and activities. The Union agrees that no notices will be posted which contain denunciatory, inflammatory, obscene or otherwise inappropriate material. The Union shall not post notices at any location other than the approved bulletin board location.

ARTICLE 2. WORK SCHEDULES AND OVERTIME**2.1 HOURS OF WORK**

The hours of work for employees shall consist of a schedule commonly known as the “four and two” work week, which provides for four (4) consecutive tours of duty followed by two (2) tours of duty off. Each duty tour shall consist of eight and one half (8½) hours. Over a six (6) week cycle, the average work week will be forty (40) hours with four (4) calendar weeks of forty-two and one half (42½) hours and two (2) calendar weeks of thirty-four (34) hours.

Certain personnel, primarily the Lead Dispatcher, may work a five (5) day week, eight (8) hours per day, as scheduled by the Chief.

2.2 WORK SCHEDULE

Hours of work constituting a regular schedule shall consist of the following shifts:

1. 11:30 p.m. to 8:00 a.m.
2. 7:30 a.m. to 4:00 p.m.
3. 3:30 p.m. to 12:00 a.m.

Employees working any of these shifts on an overtime basis shall work 8 hours. The Police Chief may establish additional shifts as (s)he deems appropriate, and, with sufficient reason in the Chief’s discretion, may change these hours within the framework of the average forty (40) hour week, provided (s)he discusses the impact of such change with the Union before it is put into effect.

2.3 SHIFT ASSIGNMENTS

Shift assignments will be made on the first calendar day of each April and October. The Chief and his/her designees have authority to make reassignments at any time when necessary to meet the operational needs of the department; such reassignments shall not ordinarily exceed 90 calendar days unless the Chief determines that it would be unfeasible to end the reassignment within that time period. If the Police Chief or his/her designee intends to make a change in such assignments, notice will be provided to the affected employees at least twenty (20) days prior to that change unless such advance notice is determined unfeasible by the Chief in any given situation after discussion with the Union.

2.4 CALL BACK

An employee required to return to work following his/her normal tour of duty, or required to work on a regular day off, shall be guaranteed four (4) hours work or pay at the overtime rate. The employee may be required to perform any available work in his classification during said four (4) hour period. Call back pay does not apply when an employee works extra hours that merge into the beginning and/or end of his/her regular shift.

When an employee’s regular schedule results in their being off duty on both Saturday and Sunday of any given weekend, the Town will not call back that employee. The Chief or his/her designee reserves the right to call back an employee on his/her weekend off during

a public safety emergency. Examples of these emergencies include but are not limited to: any large scale incident, weather-related emergency, or unanticipated staffing needs. During an approved vacation period consisting of two (2) or more vacation days, which may be used in combination with regular scheduled days off, an employee will not be required to work after his or her last shift or until their next scheduled shift. During the summer season (defined as June 1st to September 10th) employees will be guaranteed up to two (2) protected vacation requests.

2.5 DISTRIBUTION OF OVERTIME

To the extent practicable, the Town will attempt an equitable distribution of overtime amongst employees in the same job classification or who regularly and normally do the same kind of work. A readily accessible record of overtime distribution shall be maintained and shall be available for inspection by the Union Representative.

Employees are required to work overtime when directed to do so by the Town. All overtime work must be authorized by the Police Chief or his/her designee.

2.6 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 Town will make all reasonable efforts to allow employees a fifteen (15) minute break in each half of an eight and one half (8 ½) hour shift, in lieu of a thirty (30) minute break. In addition, one (1), fifteen (15) minute rest period will be permitted if, at the discretion of the shift supervisor, operating conditions allow for such a break.

Employees shall be responsible for requesting all breaks of the Shift Commander. During breaks, employees may leave the police station, but must stay on the property and be available for immediate recall in order to respond to emergency situations. When an employee works a double shift, they will be permitted thirty (30) minutes in the gym during that shift, only when a second Dispatcher is on duty and must remain subject to the operational needs of the Department.

2.7 SPECIAL ASSIGNMENTS

All hours worked by a dispatcher during a special assignment on an overtime basis will be calculated at the employees time and one-half rate for the first eight (8) hours, and double time thereafter. Special Assignments include, but are not limited to, ICC NEMLEC positions.

2.8 RECORDING OF WORK & LEAVE TIME

Each shift every employee must record his/her actual start and stop times of work on a time sheet or via another written or electronic method provided by the Police Chief. All time worked by an employee, whether authorized or not, must be recorded; when more than 6 hours is worked in a shift, the record must also indicate whether a 30-minute break period was taken and whether it was paid or unpaid. Intentionally recording time that was not actually worked is not permitted. At the end of each pay period, the employee must attest to the accuracy of the record and submit it to his/her supervisor for review.

An individual assigned by the Police Chief will maintain a record of all paid leave accrued and used. Employees are responsible for reviewing, verifying and signing (in writing or electronically) the records on a schedule determined by the Town and not less than every 6 months. If an employee is aware of any error or omission, he/she must report it to the Police Chief immediately. If errors or omissions are discovered at any time after a record is signed, appropriate corrections in accrued leave and/or compensation will be made.

ARTICLE 3. COMPENSATION

3.1 BASE SALARY

All base salaries shall be in accordance with the salary schedules set forth in Appendix A of this Agreement.

Each employee will receive the following increases in his/her base-hourly rate, subject to the maximum pay rates:

<u>Effective Date</u>	<u>Amount of Increase</u>
7/1/2018	2.5%
7/1/2019	2.5%
7/1/2020	3.0%

3.2 SALARY INCREASES & PERFORMANCE EVALUATION

Employees will be eligible for salary increases within the salary ranges included in Appendix A of this Agreement as follows:

A new or promoted employee shall be eligible to receive a performance increase after completion of his/her probationary period. Thereafter, he/she shall be eligible for an additional performance increase each year, after completion of one (1) year of service from the date of their last performance increase. No performance increase granted shall result in a salary that exceeds the maximum of the salary range.

Performance increases shall be granted based on a written evaluation, completed on an annual basis by each employee’s supervisor, as follows:

- a) Employees who receive an overall performance rating of “Good” or better will receive a 3.0% increase in his/her base-hourly rate of pay effective on his/her anniversary date.
- b) Employees who receive an overall performance rating of “Needs Improvement” shall not receive an increase on his/her anniversary date. In these cases, the supervisor must establish a plan for the employee to bring his/her performance up to a satisfactory level within a specified time period. If the employee succeeds in improving his/her performance as specified, the Town Manager may then authorize a 3.0% increase. Based on the individual circumstances, the salary increase may be granted retroactively to the date that it was originally due, or as of the date the employee’s performance was found to be satisfactory.
- c) Employees who receive an overall performance rating of “Unsatisfactory” shall not receive an increase on his/her anniversary date. In these cases, the supervisor must establish a plan for the employee to bring his/her performance up to a satisfactory level within a specified time period. A performance increase may not be granted until the employee’s next anniversary date.

If an employee is denied an increase, the reasons for such denial shall be made available to the employee and the Union in writing, and such denial shall be subject to the provisions of the grievance procedure.

3.3 SHIFT DIFFERENTIAL

Employees assigned to the following shifts as part of their regular tour of duty shall receive shift differential pay a follows:

<u>Schedule</u>	<u>Shift Differential</u>
7:30 a.m. to 4:00 p.m.	No Differential
3:30 p.m. to 12:00 a.m.	8%
11:30 p.m. to 8:00 a.m.	8%

Employees assigned to a schedule that includes ½ night shifts (3:30 p.m. to 8:00 a.m.) shall receive ½ of the designated shift differential.

Any dispatcher working as a single dispatcher for the entire shift shall receive a differential of 3% if assigned to either of the following shifts:

- 7:30 a.m. – 4:00 p.m. shift
- 3:30 p.m. – 12:00 a.m. shift

3.4 SPECIAL ASSIGNMENT PAY

When appointed to the following special assignments by the Police Chief, an employee shall be paid the hourly amount shown in addition to his/her base rate of pay::

<u>Assignment</u>	<u>Annualized Amount*</u>	<u>Hourly Payment</u>
LEAPS Representative	\$313	\$0.15
E911 Representative	\$313	\$0.15
CPR Instructor	\$313	\$0.15
Training Officer	\$1,315	\$0.63

* Provided for reference only; based on 40 hours/week and rounded

Special assignments will be posted. Such assignments will be made at the sole discretion of the Chief based on qualifications and the needs of the department, as designated by the Chief. The Chief or his/her designee agrees to fill any new and/or vacant special assignment position within a reasonable time of the position becoming vacant or added. This excludes any special assignment becoming vacant because the job functions are determined obsolete.

3.5 LONGEVITY PAY

In recognition of service with the Town, an employee shall be paid the hourly amount shown in addition to his/her base rate of pay:

<u>Length of Service</u>	<u>Annualized Amount*</u>	<u>Hourly Payment</u>
5 years	\$125	\$0.06
10 years	\$251	\$0.12
15 years	\$397	\$0.19
20 years	\$606	\$0.29

* Provided for reference only; based on 40 hours/week and rounded

Part-time employees will receive credit for years of service on the same basis as full-time employees.

Longevity pay shall be added to the base pay effective in the first pay period following completion of the employment period required.

Any employee who leaves Town service while in good standing and is subsequently rehired by the Town will, upon successful completion of one year's service, be given credit for his/her previous years of service for the purposes of longevity pay.

3.6 ACTING PAY

Should the Lead Dispatcher position be vacant a Dispatcher will be assigned to the position in acting capacity at the Police Chief's sole discretion. Any employee assigned to the higher position for four (4) or more consecutive shifts shall be compensated an additional 5% of his/her base pay for all hours worked in the higher grade, effective from the first day of such assignment. It is understood that no assignment shall be made if there is no employee qualified.

3.7 PAY FREQUENCY

The Town may choose to pay employees on a weekly or biweekly basis, provided that employees are given at least ninety (90) days notice of any change in payment frequency, and provided that such change is made at the same time that other Town employees are affected

3.8 CLEANING ALLOWANCE

An annual cleaning allowance of \$700 will be paid to each member of the bargaining unit. This allowance shall be paid via payroll in two (2) equal payments in December and in June for the preceding six (6) months, and shall be prorated to an employee's hire and termination dates. The payment amount will also be prorated for part-time employees, based on their average weekly work schedule.

3.9 TRAINED/CERTIFIED DISPATCHER STIPEND

Each employee who has received all training and certifications required to fully perform all public safety dispatch duties shall be paid \$0.80 per hour (approximately \$1,670 per year based on 40 hours per week) in addition to his/her base rate of pay effective in the first pay period following completion of all requirements. Required training and certifications may include, but are not limited to, EMD, CPR, First Responder, Field Operation Vehicle, Critical Incident Communications, and Fire Alarm Operation.

ARTICLE 4. LEAVES – PAID & UNPAID**4.1 HOLIDAYS**

The Town recognizes the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veteran's Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

The existence of a holiday shall not affect an employee's regular work schedule. Instead, employees may choose one of the following options:

- a. receive one paid day off in lieu of pay for any or all of the recognized holidays, to be scheduled with the approval of the Police Chief or his designee; or
- b. receive an additional day's pay for any or all of the recognized holidays. Such pay shall be computed as one-fifth of the employee's regular weekly pay and shall be in addition to the employee's regular pay. The additional pay for holidays which employees opt not to receive as days off, shall be paid to employees via payroll in two (2) lump sums in December and June of each fiscal year for the 6-month periods of July – December and January – June, respectively.

Employees shall receive holiday leave or pay as stated above regardless of whether the actual holiday falls on a duty or an off-duty day or any compensated leave day. Employees who are assigned overtime shifts on Christmas, Thanksgiving, and New Years Day will be paid double their applicable rate.

In order to be eligible for holiday pay, the employee must work the regularly scheduled work day before and after the holiday unless the absence is for circumstances beyond the control of the employee and authorized by the Police Chief. The Chief shall have discretion to disapprove a holiday day off for an employee who is scheduled to work on Thanksgiving, Christmas, or New Year's Day and who failed to work on such day(s).

With the exception of Christmas, holidays days off must be taken in the calendar year in which the recognized holidays fall. Christmas must be taken by June 30 of the following year.

4.2 VACATION

4.2.1 Accrual of Vacation Leave

Full-time employees shall accrue paid vacation leave on the following basis:

<u>Years of Service</u>	<u>Total Accrued Vacation per Year</u>
First 3 years	80 hours
from the 3 rd anniversary	96 hours
from the 5 th anniversary	120 hours
from the 8 th anniversary	136 hours
from the 10 th anniversary	168 hours
from the 15 th anniversary	176 hours
from the 20 th anniversary	200 hours

Part-time employees shall accrue vacation on a pro-ration of the above schedule, based on the ratio of their average weekly hours to the full-time work week.

Any employee who leaves Town service while in good standing and is subsequently rehired by the Town will, upon successful completion of one year’s service, be given credit for his/her previous years of service for the purposes of vacation accrual.

4.2.2 Recording and Availability of Vacation Leave Accrual

Vacation leave is earned and available for use at the end of each calendar month. No vacation leave shall be granted to an employee in advance of his/her accrual of such leave.

Vacation entitlement for the first and last months of an individual’s employment shall be prorated on a calendar day basis to the date of hire or termination, as appropriate. The employee’s service date will be used for vacation increment purposes; monthly accrual rates will be prorated accordingly.

4.2.3 Approval & Use of Vacation Leave

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.

An employee may elect to take vacation a day at a time, subject to the approval of the Chief, or the Chief’s designee. Such requests will not be unreasonably withheld. At least twenty-four (24) hours’ notice must be given the Chief when requesting approval for a day or night’s vacation, and thirty (30) days’ notice must be given when requesting approval of three (3) or more consecutive shifts off. These time limits may be waived at the Police Chief’s discretion. If the Police Chief or his/her designee determines that a requested vacation day creates a problem with providing necessary coverage, the vacation may be denied.

4.2.4 Maximum Vacation Accrual

Accumulation of vacation hours is limited to twelve (12) months' accrual. In unusual circumstances approved by the Town Manager in writing, an employee may accumulate more than twelve (12) months' accrual. Otherwise, the employee will forfeit any hours exceeding the maximum allowed at the end of any given month.

4.2.5 Payoff of Vacation Upon Termination

When employment is terminated, the employee shall be paid for all unused vacation hours accrued up to the last day worked.

4.3 SICK LEAVE

4.3.1 Accrual of Sick Leave

Each full-time employee shall accumulate sick leave at the rate of eight (8) hours for each month of active employment.

Part-time employees shall accrue sick leave on a prorated basis, based on the ratio of their average weekly hours to the full-time work week.

There is no maximum on the amount of sick leave that may be accumulated.

4.3.2 Recording and Availability of Sick Leave Accrual

Sick leave is earned and available for use at the end of each calendar month. No sick leave shall be granted to an employee in advance of his/her accrual of such leave.

Sick leave entitlement for the first and last months of an individual's employment shall be pro-rated on a calendar day basis to the date of hire or termination, as appropriate.

4.3.3 Use of Sick Leave

Sick leave is generally granted to employees for protection against loss of pay due to their own personal illness or injury. However, up to five (5) sick days per fiscal year may be used by an employee when his/her personal attendance is necessary during illness or injury of a spouse, parent, or dependent child. These five (5) days may also be applied to another individual of dependent relationship residing with the employee. Use of more than (5) days of an employee's accumulated sick leave for the purpose of caring for a family member may be approved by the Town Manager on a case by case basis. When an employee uses sick leave for a spouse, parent, or dependent child, he/she must identify the leave as "family sick leave" at the time it is taken so it can be counted and recorded accurately.

The Police Chief may, at his/her discretion, require medical certification of any illness or injury. If the certification is requested for a period of less than three (3) days and the cost of obtaining such certification is not covered by the employee's health insurer, the Town will bear the cost when 1) written documentation is presented, and 2) the employee, in the opinion of the Police Chief, has made all reasonable efforts to obtain such certification in a manner which would result in payment by the insurer.

In addition, the Police Chief, at his/her discretion, may verify a dispatcher's absence from work for sick leave purposes by means other than medical certification.

Any employee who uses sick leave for purposes other than those described above shall be subject to disciplinary action.

4.3.4 Sick Leave Payoff

Unused sick leave shall not be paid off when an employee terminates employment with the Town except upon death that occurs prior to the end of employment, in which case his/her Estate shall be paid 50% of his/her accumulated sick leave at the date of his/her death, up to a maximum of 62 days of pay (i.e., 50% of 124 days of accumulated sick leave).

4.4 PERSONAL LEAVE

A. Effective July 1, 2018 through June 30, 2019:

4.4.1 Accrual of Personal Leave

Each full-time employee is allowed up to twenty-four (24) hours of paid personal leave during each fiscal year.

Employees will accrue one-twelfth of the annual personal leave for each full calendar month of service. No personal leave will be earned for any partial months of service.

Part-time employees shall accrue personal leave on a prorated basis, based on the ratio of their average weekly hours to the full-time work week.

4.4.2 Recording and Availability of Personal Leave Accrual

No employee is eligible to take personal leave until (s)he has completed six (6) months of service. Once this period has passed, employees may use the personal leave they will earn during that first fiscal year, in advance of that year's earnings. Any employee who completes his/her six months of service in June may carry over any accrued personal leave for use in the next fiscal year.

After the first fiscal year of employment, personal leave is available for use on July 1 of each year, in advance of that year's earnings, and must be used in the fiscal year earned. Any unused personal leave shall be forfeited at the end of each fiscal year and upon termination of employment; provided, however, that at the end of Fiscal Year 2019, employees may carry-forward any unused personal leave into Fiscal Year 2020, subject to the maximum accrual provisions effective July 1, 2019. In the event a terminating employee has used more personal time during the current fiscal year than earned, the excess used will be charged against accrued vacation or deducted from final pay as necessary.

In order to use personal leave in advance of it being earned as described above, an employee must submit a signed, one-time standing authorization form (Appendix B) which specifically authorizes the Town to, at the time of termination, deduct the total dollar value of any personal time taken but not accrued from his/her last paycheck(s).

4.4.3 Use of Personal Leave

Personal leave may be used by the employee for any personal reason; however, the scheduling of such leave must be approved by the Police Chief.

B. Effective July 1, 2019:**4.4.1 Accrual of Personal Leave**

Effective July 1, 2019, each full-time employee shall accrue two (2) hours of paid personal leave on the last day of each calendar month provided his/her accumulated personal leave balance has not hit the maximum specified in section 4.2.4. Accrual for partial months of service will be pro-rated based on the number of days employed in the given month; when such proration results in a partial hour, the accrual shall be rounded to the nearest whole hour.

Part-time employees shall accrue personal leave on a prorated basis, based on the ratio of their average weekly hours to the full-time work week.

4.4.2 Availability of Personal Leave Accrual

Accrued personal leave is available for use, subject to section 4.4.3, as of the first of the calendar month following the day the hours were accrued. No personal leave shall be granted to an employee in advance of his/her accrual of such leave.

4.4.3 Use of Personal Leave

Accrued personal leave may be used by the employee for any personal reason; however, the scheduling of such leave must be approved by the Police Chief.

4.4.4 Maximum Personal Leave Accrual

Accumulation of personal leave hours is limited to twenty-four (24) hours, or the pro-rated equivalent for part-time employees; the employee shall forfeit any hours exceeding the maximum allowed at the end of any given month.

4.4.5 Forfeiture of Personal Leave Upon Termination

At the end of employment, any unused personal leave shall be forfeited as of an employee's last day of actual work.

4.5 BEREAVEMENT LEAVE

Up to three (3) days of paid leave shall be granted by the Police Chief to an employee when such leave is needed due to the death of the employee's father, mother, child, spouse, brother, sister, parent-in-law, grandparent, grandchild, or member of the immediate household of the employee. Under certain circumstances and upon the Police Chief's request, the Town Manager may, in his or her sole discretion, grant additional bereavement leave to an employee for the loss of a close family member.

4.6 MILITARY LEAVE

The Union and the Town agree to abide by the appropriate state and federal laws relating to military leave.

4.7 JURY DUTY

The Union and the Town agree to abide by the appropriate state and federal laws relating to juror service.

Employees will not be required to work past midnight prior to reporting for jury duty on any given day.

If an employee is released from jury duty before 4:00 p.m., he/she must report to work for any remaining scheduled hours in that day.

If an employee is release from jury duty after 4:00 p.m., he/she will not be expected to report to work until midnight.

4.8 FAMILY AND MEDICAL LEAVE

FMLA (Family and Medical Leave Act) Leave may consist of both paid and unpaid leave. The Town will maintain a policy that is compliant and responsive to the ever-changing FMLA requirements.

4.9 SWAPS

When approved by the Police Chief or his/her designee, employees will be permitted to voluntarily substitute or exchange time with qualified employees when reasonable notice is given. The Police Chief may deny such swaps at his/her sole discretion.

The hours worked by an employee on the substitute shift for another employee are excluded from the calculation of hours worked for determining overtime pay.

All substitutions or exchanges must be recorded and must be paid back within twelve (12) weeks of being taken, unless the Chief approves pay back within a different period.

If no employee reports for a shift in which a swap has been scheduled and approved, vacation and/or personal time will be charged for the employee who agreed to take that shift. In addition, if the employee who took the shift requests, and is approved for an absence, (s)he will be charge for the appropriate leave time. Disputes regarding swaps shall be worked out among the employees involved and are not subject to the grievance procedures of this Agreement.

The Union and the Town recognize that upon retirement, employees will be asked by the Retirement System to answer whether they have ever engaged in the practice of shift substitution. If the employee's answer is yes, then the Town is required to complete an "Employer's Certification of Creditable Service and Regular Compensation in Connection With Shift Substitution" form prior to the calculation of a retirement allowance for the employee. Therefore, where swaps occur, the parties agree to work cooperatively in taking whatever measures may be necessary to adequately track and record swaps, and that prior to their retirement, all employees must have "repaid" all shifts owed by them.

4.10 TIME OFF FOR UNION BUSINESS

It is the general understanding of the parties that the union steward and union negotiating committee members will conduct union business during times they are not working and that they will not be paid by the Town for such time except when they “swap” with another dispatcher or use approved vacation or personal leave. It is further understood that the Town and Union will make a good faith effort to schedule negotiations and grievance meetings such that the steward and/or negotiating committee members can attend without expense to the Town.

The Town may, however, incur additional expense on any given occasion if the Chief determines that it is in the best interest of the Town to schedule another dispatcher such that the steward or negotiating committee member may conduct Union business with the Town at an agreed-upon time without loss of pay; the Chief shall notify the Town Manager each time this occurs. Furthermore, when the Chief determines it is feasible, a steward or negotiating committee member may be granted leave from duty without loss of pay for such meetings when the time does not need to be filled by another employee to cover the leave.

Any informal meetings between the Town and the Union to discuss workplace issues, not at the sole request of the Union, will be scheduled during the Steward’s regular scheduled hours of work. If the Town wishes to meet outside of the Steward’s regularly scheduled hours, the Chief may reassign the Steward for the purposes of the meeting.

4.11 UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence for non-FMLA purposes may be granted by the Police Chief, with the approval of the Town Manager, for not more than ninety (90) days. Requests for such leaves must be submitted in writing as far in advance as possible.

Leave and insurance benefits for an employee on an unpaid leave of absence shall be as follows:

4.11.1 Leave Accruals

Unpaid leaves of absence of 160 hours for full-time staff, or the pro-rated equivalent for part-time, or less shall not affect an employee's leave accruals. However, after that period, the employee will not accrue additional vacation, sick, or personal leave. When unpaid leave is intermittent, the hours of absence shall be counted on an accumulated basis.

4.11.2 Service Credit

Unpaid leaves of absence of 160 hours for full-time staff, or the pro-rated equivalent for part-time, or less shall not affect an employee's service credit. However, no service credit shall be earned by an employee after that period, unless the time is protected by law. Therefore, an employee's anniversary date (for purposes of longevity pay, vacation accrual, and other service related policies) will be postponed by the number of days equal to the period when no service credit was earned. When unpaid leave is intermittent, the hours of absence shall be counted on an accumulated basis.

4.11.3 Holiday Pay

No holiday pay shall be granted to an employee who is on unpaid leave of absence on the last working day before the holiday or the first working day after the holiday.

4.11.4 Insurance

All insurance benefits may be maintained by employees during leaves of absence of twelve (12) weeks or less. When an unpaid leave of absence lasts longer than twelve weeks, Long-Term Disability benefits will terminate at the end of the twelve week period.

In order to maintain coverage, employees must pay the Town directly for their insurance premiums. Payments will be due by the first of each month in which the employee is to be covered. If payments have not been received within 30 days of the date on which they were due, the Town will proceed to cancel the employee's insurance coverage.

When an employee is on an unpaid leave of absence under FMLA, the Town will continue to contribute toward the employee's insurance premiums during the full period of the unpaid leave. However, if, under controllable circumstances, the employee fails to return to work at the end of the leave period he/she will be expected to reimburse the Town for the co-payments made toward the employee's insurance premiums during the leave.

When an employee is on unpaid leave due to reasons other than FMLA, the Town shall pay its usual contribution toward insurance premiums for coverage during the first thirty (30) calendar days. However, employees will be required to pay 100% of their insurance premiums for coverage after the thirtieth (30th) calendar day. If, under controllable circumstances, the employee fails to return to work at the end of the leave period, he/she will be expected to reimburse the Town for the co-payments made toward the employee's insurance premiums during the first thirty (30) days of leave.

4.12 SMALL NECESSITIES LEAVE

The Town shall provide leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, s.52D.

ARTICLE 5. BENEFITS

5.1 EDUCATIONAL ASSISTANCE

The Town shall reimburse employees for all or part of the cost of tuition, required fees, and required texts for up to two college or university courses per fiscal year which are deemed by the Police Chief to pertain to public safety, subject to the following conditions:

1. the employee must have been employed by the Town for at least one (1) year
2. the employee must receive approval from the Police Chief prior to participating in the course
3. the employee must pass the course
4. funds must be available for this purpose
5. the approval of any given course shall not establish precedent for the future approval of such course, and the pertinence of each course shall remain at the Police Chief's sole discretion

Employees shall be reimbursed for one hundred percent (100%) of such costs when a grade of C or above is achieved, and fifty percent (50%) for a grade of D. No reimbursement shall be paid when an employee fails the course.

In order to receive this reimbursement, the employee must submit to the Police Chief within thirty (30) days of receiving the final grade, copies of the grade report and receipts or canceled checks for related costs. After required documentation is received and approved, the proper reimbursement amount will be processed in accordance with federal tax law.

5.2 GROUP INSURANCE

The Town agrees to provide health insurance in accordance with Chapter 32B of the Massachusetts General Laws.

5.3 RETIREMENT PLAN

The Town of Concord has accepted the provisions of Chapter 32 of the Massachusetts General Laws which provide for a contributory retirement system for employees.

ARTICLE 6. EQUIPMENT, SAFETY AND HEALTH**6.1 UNIFORMS**

The Town shall provide all work uniforms, shoes, equipment, and any other items the employee is required to wear and use (except undergarments, socks, and personal items). Employees will, at all times, have a minimum complement of four (4) shirts and four (4) trousers. The Town 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.

Employees must be well-groomed upon reporting for duty; wearing neat and clean uniforms, and demonstrating proper hygiene.

6.2 EQUIPMENT AND SAFETY COORDINATOR

The Town will continue to make reasonable provisions, subject to appropriation, for the safety and health of its employees during the hours of their employment, and the employees will be expected to cooperate with the Town.

Safety is a concern to the Town and the Union. The Town and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote an understanding and acceptance of the principles of safety on the part of all employees, to provide for their safety and that of their fellow employees and the general public.

To achieve the above principles, the Town and Union agree that the Union may appoint one representative to serve in an advisory position as the Equipment and Safety Coordinator for the division. This representative will be responsible for bringing employee's safety recommendations to the attention of the Police Chief or his/her designee. Union recommendations on issues which affect the safety and health of its members shall be given every reasonable consideration by the Police Chief and Town management.

6.3 NO SMOKING POLICY

Employees hired after July 1, 1997, must be, and remain, non-smokers as a condition of employment. Current employees who smoke will be encouraged to quit and participate in any smoking cessation programs provided through their health insurer. In the event an employee's health insurer does not provide coverage for smoking cessation, the Town may pay for such a program, subject to prior approval of the Town Manager and the availability of funds.

No smoking is allowed in Town buildings and vehicles.

6.4 WELLNESS

The Union and the Town agree that Physical Fitness is an important aspect of a healthy lifestyle, and encourage employees to take part in off-hours activities that promote their own health and wellness.

In November of each year, a Fitness Club Reimbursement in the amount of \$150 will be available for each employee who submits proof of fitness club membership and payment for the prior eight (8) consecutive months.

ARTICLE 7. CONDITIONS OF EMPLOYMENT
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7.1 RESIDENCY REQUIREMENT

After one year from an employee's date of hire, s/he shall reside within a city/town listed in Appendix C.

7.2 OUTSIDE EMPLOYMENT

The parties will cooperate in adhering to the principle that outside employment will not interfere with the performance of regular duties. Employees are required to notify the Police Chief in writing upon acceptance of all outside employment. Such outside employment shall not result in a conflict of interest, compromise ethics, bring disrepute, or otherwise bring harm to the Town.

7.3 DRUG & ALCOHOL POLICY

It is the policy of the Town that a drug and alcohol free work place must be maintained at all times and this requirement justifies the use of a reasonable employee drug and alcohol testing program.

7.3.1 Prohibited Conduct

The unlawful manufacture, distribution, dispensation, possession, or use of controlled substances by employees is prohibited. Any use of alcohol by employees is also prohibited while on duty, while on Town property, or when using Town vehicles. All employees are expected and required to report to work in appropriate physical and mental condition to perform their assigned duties, which includes not being under the influence of an unauthorized substance, illegally-used drug, alcohol, or any other substance that may impair the ability to safely perform the essential functions of the position.

7.3.2 Reason for Testing

Dispatchers will be required to take a drug/alcohol test as a condition of continued employment whenever a supervisor has reasonable suspicion that the employee is or has been using drugs or alcohol. "Reasonable Suspicion" is something more than a hunch, but less than probable cause. It means a reasonable individualized suspicion, which is articulable, that the employee has violated this policy.

7.3.3 Consequences of Policy Violation

Any violations of this policy will be grounds for disciplinary action, up to and including immediate suspension, dismissal and/or requiring the employee to participate satisfactorily in an approved substance abuse rehabilitation program.

7.4 MEDICAL CERTIFICATIONS & EXAMINATIONS

An employee who has an injury, illness or condition that may impact his/her physical or mental ability to perform his/her duties must be evaluated by a physician and may not return to duty until a fitness for duty certification is provided to the Town; sick leave or unpaid leave will be charged as appropriate.

Should the Police Chief or his/her designee have a legitimate reason to believe that an employee is not physically or mentally able to perform his or her assigned duties and responsibilities, the Town may require either that the employee provide fitness for duty certification from his/her physician, or that the employee be examined, at the Town's expense, by a physician selected by the Town to assess the employee's fitness for duty.

ARTICLE 8. PROBATIONARY PERIOD

8.1 NEW & REHIRED EMPLOYEES

All dispatchers will be on probation for the first twelve (12) months of service in a position; however, any re-hired dispatcher who previously completed twelve (12) months of service will only be on probation for the first six (6) months of service following his/her return to duty. When extenuating circumstances exist, the Town Manager may extend the probationary period for up to an additional six (6) months. These employees may be discharged from their position at any time during the probationary period without just cause and without recourse to the grievance or any other procedure of this Agreement.

A new or re-hired employee may not use accrued vacation and personal leave until he/she has completed six months of service with the Town, but may use sick leave as it is earned.

8.2 PROMOTED EMPLOYEES

All promoted dispatchers will be on probation for the first six (6) months of service in their new position. When extenuating circumstances exist, the Town Manager may extend the probationary period for up to an additional six (6) months. If an employee who has been promoted does not, in the opinion of the Town Manager, demonstrate satisfactory performance in the probationary period, he/she may return to the prior position. This clause is not intended to replace management's right to suspend, demote, discipline, or discharge employees, and, therefore, promoted employees may not return to their prior position if such actions are taken as a result of misconduct.

ARTICLE 9. SENIORITY AND SERVICE CREDIT
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9.1 SENIORITY LIST

The Chief shall establish a seniority list, which shall be brought up to date on or before January 31 of each year. Said list shall be permanently posted on the Union bulletin board.

9.2 INTERRUPTION OF EMPLOYMENT

Any employee who leaves Town service while in good standing and is subsequently rehired by the Town will, upon successful completion of one year's service, be given credit for his/her previous years of service for the purposes of vacation accrual and longevity pay.

9.3 SHIFT & VACATION BIDDING

Seniority as a Town of Concord dispatcher will be given preference for the purposes of annual shift and vacation bidding, except when the Police Chief determines that such schedule requests are not in the best interest of the communications center operations.

ARTICLE 10. LAYOFF AND RECALL

If the Town finds it necessary to lay off employees, the procedure set forth in this Article 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 for their position status. The Town shall not be required to layoff an employee assigned as Lead Dispatcher before other dispatchers. If an employee who is scheduled to be laid off has higher seniority than an employee in a lower level position, he/she may “bump” or displace the employee with the lowest seniority in the next lower level within the bargaining unit. In no event will an employee be “bumped” by another employee from a lower level position within the bargaining unit.

Employees who, by exercising their “bumping” option, move into a lower level position within the bargaining unit will be compensated at the same hourly pay rate if it is within the salary range of their assumed position. If the employee’s compensation was greater than the top of the assumed position’s range, (s)he will be compensated at an hourly rate equal to the top of that pay range.

When the Union has been notified of a lay off as outlined in this Article, it will notify the Town within seven (7) calendar days of all affected employees’ intentions on whether to exercise their “bumping” option.

Before hiring into any permanent job in the bargaining unit, the Town will offer re-employment 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 Town 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 re-employment and the Town’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 11. DISCIPLINE & DISCHARGE

The Town agrees to apply reasonable progressive discipline which may include verbal warnings, written warnings, suspensions, and termination. The level of discipline or the decision to terminate an employee's employment shall be reasonably related to the seriousness of the proven offense, as well as the individual's employment and work history, as determined by the Town Manager.

Examples of employee actions which may result in immediate termination include, but are not limited to:

- theft or dishonesty
- assault or other violent behavior
- falsification of records
- intentional or malicious damage to Town property
- violation of the drug and alcohol policy
- violation of another person's civil rights
- concealment of an error or omission of pertinent facts
- gross negligence

It is the Town's policy not to remove any disciplinary documents from an employee's official personnel file.

ARTICLE 12. DISPUTE RESOLUTION

12.1 PURPOSE & SCOPE OF GRIEVANCE PROCEDURE

It is the intent of the Town and the Union to maintain harmonious relations by resolving disputes with all reasonable dispatch. The purpose of the Grievance & Arbitration article is to secure, at the lowest level possible, resolutions to grievances brought forward pursuant to the process. The Town and the Union desire that the procedures shall be as informal as may be appropriate for the grievance involved and at the level involved.

For purposes of the article, a “grievance” shall be defined as a dispute arising as a result of the application or interpretation of one or more express terms of this Agreement. This procedure does not apply to counselings, verbal reprimands, or performance evaluation documents or ratings unless the rating affects pay, in which case it may only be grieved through Step 3 (Town Manager).

12.2 GENERAL PROVISIONS & LIMITATIONS

Grievances, responses, and other written communications outlined in this procedure may be submitted in hard copy or via email.

Any step may be waived by mutual written agreement by the parties.

An employee may have a union steward from his/her bargaining unit, or an authorized Teamster’s representative, present at and participating in any and all stages of the grievance process. Except at arbitration, attorneys are not permitted to attend grievance meetings. At arbitration, the employee may be represented by counsel, and may call witnesses and introduce evidence in support of his/her grievance.

Time limits specified in this procedure may be extended, in any particular case, by mutual written consent of the parties. In the event a relevant individual is absent from the workplace during a period when he/she is expected to take action relative to the grievance, it is expected that the parties will agree to extend the time limits by a reasonable amount of time corresponding to the absence. If the last calendar day of any grievance procedure time period falls on a weekend or holiday, the time period shall expire on the next regular business day.

A grievance shall be deemed waived and settled on the basis of the Town’s answer, unless such grievance is submitted to each of the steps within the time limits specified. If the Town fails to answer a grievance, it shall be deemed denied; the Union may then advance the grievance to the next step within the specified time period.

12.3 GRIEVANCE PROCEDURE

Prior to the official filing of a grievance, the grievant(s) will make every effort to resolve the matter in a discussion with the Division Commander, as outlined in the Departmental Organizational Chart, and the Union Representative. If this fails and the grievant(s) and Union elect to pursue the grievance, the following steps shall be followed:

Step 1 – Division Commander

The Union shall submit the grievance, in writing, to the Division Commander within ten (10) calendar days of an action, or failure to take action. The written grievance shall include the facts on which the grievance is based, the express provisions of this Agreement alleged to have been violated, and the remedy requested. The Division Commander has ten (10) calendar days from the date of submission to respond to the grievance.

Step 2 – Police Chief

If the grievance is not resolved at Step One, the Union shall submit it to the Police Chief within ten (10) calendar days following receipt of an answer from the Division Commander, or, if an answer is not received, the date on which it was due. The Police Chief has ten (10) calendar days from the date of submission to answer the grievance.

Step 3 – Town Manager

If the grievance is not resolved at Step Two, the Union shall submit it to the Town Manager within ten (10) calendar days following receipt of the Police Chief's answer, or, if an answer is not received, the date on which such answer was due. The Town Manager, or a designee, shall answer the grievance within twenty-one (21) calendar days of its submission.

12.4 ARBITRATION

No matter shall be subject to the arbitration procedure of this Agreement which is subject to the authority or jurisdiction of any Retirement Board.

If not otherwise excluded from arbitration, grievances not settled in the Steps of the grievance procedure may be moved to arbitration within twenty-one (21) calendar days of receiving the answer in Step 3 by submitting written notice to the other party stating the intention to arbitrate. The parties shall mutually select an arbitrator. If the parties are unable to agree upon an arbitrator, the arbitrator shall be designated by the American Arbitration Association under its current rules and procedures.

The fee and expenses of the arbitrator shall be shared equally by the parties and each party shall bear the expense of its own representatives and witnesses.

The authority of the arbitrator shall be limited to the interpretation of this Agreement. The arbitrator shall be without power to alter, amend, add to or detract from the language of this Agreement or to hold ex parte hearings. The decision of the arbitrator, within the scope of his authority, shall be final and binding upon the parties.

The arbitrator shall only determine issues which are submitted to him by the parties.

Any alleged violations of Section 3.2 are arbitrable only as to whether the denial of the increase was arbitrary and capricious. The arbitrator, in evaluating whether Section 3.2 has been violated, shall be limited to determining whether the denial of the increase was arbitrary or capricious. The arbitrator shall have no power to grant an increase or determine the amount of same.

ARTICLE 13. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2018, until midnight, June 30, 2021, and shall then terminate unless extended by mutual consent of the parties. If either party wishes to negotiate a successor Agreement, they must so notify the other party in writing not less than ninety (90) days prior to the date of expiration.

IN WITNESS THEREOF, this Agreement has been executed by:

FOR THE TOWN OF CONCORD:

FOR TEAMSTERS LOCAL 25:

Town Manager:

Teamster's Representatives:

Date

Date

ARTICLE 14. RESIGNATION / RETIREMENT

If an employee intends to separate employment he/she is expected to provide at least 2 weeks' notice of his/her last day of work (if the employee plans on filing for retirement upon separation, it is recommended that he/she provide notice and consult with Human Resources at least 60 days prior to the date of separation to plan for transition of benefits).

Except in the case of a documented illness, injury, or other uncontrollable circumstances communicated to the Police Chief as soon as practicable, the employee is expected to work all of his/her shifts, without use of leave time, during the last two weeks of employment. The last day on which an employee is actively on duty shall be considered his/her last day of employment. Any accrued leave that is payable after that date shall not count as service for the purposes of employment and related benefits, but may count as service for the purposes of retirement calculations in accordance with the rules of the Concord Retirement Board.

APPENDIX A. SALARY SCHEDULES

Hourly Rates

Public-Safety Dispatcher:

	Minimum	Mid-Point	Maximum
7/1/18 – 6/30/19	23.08	26.15	29.21
7/1/19 – 6/30/20	23.66	26.80	29.94
7/1/20 – 6/30/21	24.37	27.61	30.84

Lead Public-Safety Dispatcher:

	Minimum	Mid-Point	Maximum
7/1/18 – 6/30/19	24.48	27.73	30.98
7/1/19 – 6/30/20	25.09	28.42	31.75
7/1/20 – 6/30/21	25.84	29.27	32.70

APPENDIX B. RESIDENCY REQUIREMENT LIST

Acton	Dunstable	Medford	Southborough
Andover	Everett	Medway	Sterling
Arlington	Fitchburg	Melrose	Stoneham
Ashburnham	Framingham	Methuen	Stow
Ashland	Franklin	Middleton	Sudbury
Ayer	Gardner	Milford	Tewksbury
Bedford	Grafton	Millis	Topsfield
Bellingham	Groton	Milton	Townsend
Belmont	Harvard	Natick	Tyngsborough
Berlin	Haverhill	Needham	Upton
Billerica	Holden	Newton	Wakefield
Bolton	Holliston	Norfolk	Walpole
Boston	Hopedale	North Andover	Waltham
Boxborough	Hopkinton	North Reading	Watertown
Boxford	Hubbardston	Northborough	Wayland
Boylston	Hudson	Norwood	Wellesley
Brookline	Lancaster	Peabody	West Boylston
Burlington	Lawrence	Pepperell	Westborough
Cambridge	Leominster	Petersham	Westford
Canton	Lexington	Phillipston	Westminster
Carlisle	Lincoln	Quincy	Weston
Chelmsford	Littleton	Randolph	Westwood
Chelsea	Lowell	Reading	Wilmington
Clinton	Lunenburg	Revere	Winchendon
Concord	Lynn	Salem	Winchester
Danvers	Lynnfield	Saugus	Woburn
Dedham	Malden	Sherborn	Worcester
Devens	Marlborough	Shirley	
Dover	Maynard	Shrewsbury	
Dracut	Medfield	Somerville	

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IN WITNESS THEREOF, this Agreement has been executed by:

FOR THE TOWN OF CONCORD:

FOR TEAMSTERS LOCAL 25:

Town Manager:

Teamster's Representatives:





05/21/19
_____ **Date**

_____ **Date**