

COLLECTIVE BARGAINING AGREEMENT

Between

THE TOWN OF NORTH ATTLEBOROUGH

And

THE NORTH ATTLEBOROUGH POLICE
DISPATCHERS' ASSOCIATION
MASSACHUSETTS COALITION OF POLICE
LOCAL 436

July 1, 2019 – June 30, 2022

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AGREEMENT

ARTICLE I

RECOGNITION

The Town of North Attleborough, hereinafter referred to as the Town, recognizes the North Attleborough Police Dispatchers' Association, Massachusetts Coalition of Police, Local 436, hereinafter referred to as the Union, as the exclusive representative of all full-time police dispatchers under the Town's Personnel By-laws for the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment subject to negotiations under General Laws of the Commonwealth of Massachusetts, Chapter 150E.

ARTICLE II

MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to in any way alter, modify, change or limit the authority and jurisdiction of the Board of Selectmen or the Chief of the Police Department, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the decisions of the Supreme Judicial Court of Massachusetts, the Laws of the United States, the By-Laws of the town, or any law or order pertinent thereto, except that in the event of any conflict between this Agreement and By-Laws of the Town, the terms of this Agreement shall take precedence.

ARTICLE III

PAYROLL DEDUCTIONS

During the life of this Agreement and in accordance with the terms of the form of authorization of dues hereinafter set forth and the provisions of M.G.L. c. 180, Section 17A, 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 and to 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 by the tenth day of the succeeding month.

Authorization for Payroll Deduction

By _____
Name of Employee

To _____
Name of Employer

Effective _____, I hereby request and authorize the Town Treasurer to deduct from my earnings (Payroll Period), the amount of \$_____.

This amount shall be paid to the Treasurer of Local Union No. 436 and represents payment of my union dues.

These deductions may be terminated by me giving the Town Treasurer and the Union a sixty (60) day written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

ARTICLE IV
COMPENSATION

Section 1 – Compensation Schedule

a.) The following hourly pay rates for each step of each grade shall be effective July 1, 2019:

Entrance	A	B	C	D	E
19.66	20.83	22.06	23.37	24.76	26.22

The following hourly pay rates for each step of each grade shall be effective July 1, 2020:

Entrance	A	B	C	D	E
20.05	21.25	22.50	23.84	25.26	26.74

The following hourly pay rates for each step of each grade shall be effective the first Sunday after July 1, 2020 (July 5, 2020):

Entrance	A	B	C	D	E	F*
20.05	21.25	22.50	23.84	25.26	26.74	27.74

The following hourly pay rates for each step of each grade shall be effective July 1, 2021:

Entrance	A	B	C	D	E	F*
20.45	21.68	22.95	24.32	25.77	27.27	28.27

[*The new Step F is \$1.00 above Step E. Step F is for dispatchers with fifteen (15) or more years of service as a North Attleborough Public Safety Dispatcher and who have been at Step E for at least one (1) full year.]

Section 2 – Advancement in Steps

Employees will be eligible for step increases in accordance with the following timetable:

Entrance:	Upon hiring in or promotion to a pay grade
Step A:	Six months from date of hire
Step B:	Twelve months after first payment in Step A or eighteen (18) months from date of hire, whichever comes first.
Step C:	Twelve months after first payment in Step B or thirty (30) months from date of hire, whichever comes first.
Step D:	Twelve months after first payment in Step C or forty-two (42) months from date of hire whichever comes first.
Step E:	Twelve months after first payment in Step D or fifty-four (54) months from date of hire whichever comes first.
Step F:	First Sunday following the Dispatcher’s fifteenth year of service as a North Attleborough Public Safety Dispatcher.

The Town reserves the right, in appropriate situations, to place a newly-hired or newly-promoted employee at a step higher than the Entrance step.

Section 3 – Annual Evaluation

Notwithstanding the above paragraph, an employee who is hired by the Town on or after July 1, 1997 who receives an Overall Evaluation of “definitely unsatisfactory” in his/her annual evaluation shall not be eligible for a step increase until such time as he/she has received an Overall Evaluation of Average or better. An employee who is hired by the Town on or after July 1, 1997 who has received an Overall Evaluation of “definitely unsatisfactory” will be evaluated, again, approximately ninety (90) days after his/her annual evaluation and, if he/she receives another Overall Evaluation of “definitely unsatisfactory” or “substandard”, will continue to be evaluated each ninety (90) days until he/she receives an Overall Evaluation of Average or better or until he/she is terminated.

Section 4 – Compensation

4.1 – Weekly Compensation: An employee will be paid weekly compensation of 37.44 hours at his/her hourly rate from Article IV, Section 1. The parties acknowledge that employees average 37.44 hours of work each week over a 6-week cycle under the 4 and 2 staffing schedule. The parties agree that this Section 4 as agreed to between the Town and the Union shall not constitute a “special contract with an employee” within the meaning of G.L. c. 149, sec. 148.

4.2 – Direct Deposit: All employees shall receive their pay through direct deposit.

4.3 – Electronic Pay Advisories: The Town may provide employees with electronic pay advisories in lieu of paper stubs.

4.4 – Bi-weekly pay: The Union agrees that the Town has satisfied its bargaining obligations with respect to paying employees on a bi-weekly basis and the Town agrees to provide the union and employees with ninety (90) calendar days' prior to implementation of bi-weekly pay. Bi-weekly pay shall not be implemented before the first pay period in July of 2017 and shall not be implemented until other employees in the Town, excluding employees in the Police Department, Fire Department and School Department, are being paid on a bi-weekly basis.

Section 5 – Work Related Seminars

Fees for work related seminars, as approved by the Chief of Police, shall be paid for by the Town. Payment hereunder shall be made to the extent such costs are not paid by the State of Federal Government.

Section 6 – Night Differential

Effective July 1, 2019 a dispatcher will receive a night differential of five percent (5%) of the dispatcher's base hourly rate for hours worked between 4:00 PM and 8:00 AM. Effective July 1, 2020 a dispatcher will receive a night differential of six percent (6%) of the dispatcher's base hourly rate for hours worked between 4:00 PM and 8:00 AM. Effective January 1, 2021 a dispatcher will receive a night differential of six percent (7%) of the dispatcher's base hourly rate for hours worked between 4:00 PM and 8:00 AM. Said differential shall be included in the computation of the overtime rate for employees who are regularly assigned to night shifts. However, an employee who is regularly assigned to a Day shift shall not receive the night the differential if he/she works an overtime shift between 4:00 PM and 8:00 AM.

Section 7 – Lead Dispatcher

Lead Dispatcher. The Chief may appoint a dispatcher to serve as the "Lead Dispatcher". Such appointment shall be considered to be a specialist assignment and the Chief may appoint and remove a dispatcher from such assignment at any time at the Chief's discretion. The Lead Dispatcher shall receive a stipend per fiscal year, paid at the end of the fiscal year. The stipend for Fiscal Year 2020 shall be fifteen hundred dollars (\$1,500.00). The stipend for Fiscal Year 2021 shall be two thousand dollars (\$2,000.00). The stipend for Fiscal Year 2022 shall be twenty-five hundred dollars (\$2,500.00). Such stipend shall be prorated for service as a Lead Dispatcher of less than a full fiscal year.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 1 – Work Schedule

The normal Schedule of a full-time dispatcher shall be a recurring schedule consisting of four (4) consecutive days of duty followed by two (2) consecutive days off.

A normal tour of duty will be eight (8) hours in duration including, where practicable, a thirty (30) minute meal break on premises in an area designated by the Chief of Department or his designee. Effective October 30, 2016, the duration of a normal tour of duty will increase to eight (8) hours and five (5) minutes.

Section 2 – Overtime

A full-time dispatcher shall receive compensation for hours worked in excess of his/her established cycle (excluding court time) at time and one-half his/her hourly rate from Article IV, Section 1. (In determining whether an employee has worked hours in excess of his/her cycle, shifts that are "swapped" between employees shall be considered to have been worked by the employee who was scheduled to work the applicable shift.)

Section 3 – Court Time

Any dispatcher on duty at night or on vacation, military furlough or a day off who attends as a witness or in another capacity in the performance of his/her duty in a civil or criminal matter in any cases pending in any district court, juvenile court or any Superior Court, or before any Grand Jury proceedings, or in conferences with the District Attorney or Assistant District Attorney, or at any pre-trial conference or any other related hearing or proceeding, or who is required or requested by the Town, County, State or Federal Government, or any of the subdivisions or agencies of any of the foregoing, or who attends as a witness or in another capacity in performance of his/her duty for the Government of the United States, Commonwealth, or the Town in a criminal or other case pending in a Federal District Court, or before a Grand Jury proceeding or a United States Commission, on in conference with the United States Attorney or Assistant United States Attorney, or at any pre trial conference or any other related hearing or proceedings, shall be entitled to overtime compensation at the rate of three hours minimum at time and one-half and time and one-half thereafter. A dispatcher shall be notified of the cancellation of a scheduled court appearance at least sixteen (16) hours prior to the scheduled start of that appearance so long as the Police Department has been notified of the cancellation at least eighteen (18) hours prior to the scheduled start of the appearance. If the Department is unable to reach a dispatcher personally (by phone or his/her personal communication), notification shall be effected by leaving a note at the dispatcher's last known place of abode.

ARTICLE VI

UNIFORMS

The Town agrees that the cost of uniforms required by the Police Chief is the financial responsibility of the Town.

ARTICLE VII

SWAP DAYS

Subject to the approval of the Chief of Police, each employee in the bargaining unit shall be granted a swap day with pay for any shift for which he/she is able to secure another dispatcher to work in his/her place. This swap shall be allowed provided the substitution does not impose an additional cost to the Town with regard to the payment of salaries and wages. Request for use of Swap Days must be presented to the Officer In Charge of the shift at least twenty-four (24) hours in advance, except in the case of an emergency.

ARTICLE VIII

VACATIONS

Section 1

Subject to Section 2, below, employees in continuous service shall be granted annually, as of July 1, days of paid vacation in accordance with the following schedule and be allowed to take days of accrued vacation in units of half days (four (4) hours), whole days or multiple whole days:

<u>Years Completed Prior to July 1</u>	<u>Days of Vacation</u>
For All Employees:	
1 year to 4 years	10
5 years to 9 years	15
10 years to 14 years	20
15 years to 22 years	25
For Employees hired on or before December 31, 2016:	
23 years and over	30

Section 2

Notwithstanding the provisions of Section 1, an employee shall accrue ten (10) days of vacation leave on his/her first (1st) anniversary of employment. That vacation leave must be used prior to the succeeding July 1. Thereafter, he/she will accrue vacation on July 1 of each year in accordance with Section 1, above. An employee who has completed six (6) months of employment will be permitted to use up to five (5) days of the vacation that he/she will accrue on his/her first (1st) anniversary of employment.

Section 3

Except in the case of extenuating circumstances, employees who wish to use accrued paid vacation leave shall submit their request in writing to the Police Chief a minimum of forty-eight (48) hours in advance. Granting of any request shall be at the discretion of the Police Chief and shall be based on the operational needs of the department. In the event that two or more employees from the same department request the same period of vacation leave, the Police Chief will consider the seniority of those requesting the leave, as well as the operational needs of the Department, when deciding which employee or employees will be granted leave for that period. Employees will not be allowed to “bump” another employee from a vacation day which has already been approved regardless of seniority, except for holidays in which case “bumping” can occur up to thirty (30) days prior to the holiday.

Section 4

Vacation leave must be taken in the year (July 1 – June 30) that it is earned, and may not be carried over from year to year. An employee who fails to use all of his/her vacation leave by June 30 of the year in which it was earned shall forfeit such unused vacation leave and shall not be eligible for payment for the leave that is forfeited. However, in the event that extenuating work-related circumstances prevent an employee from taking all of his/her vacation leave prior to June 30, the employee may request the Police Chief to petition the Human Resources Director for permission to carry the unused vacation leave into the next fiscal year such that it may be used during the first sixty (60) days of that fiscal year. No such request will be unreasonably denied.

ARTICLE IX

HOLIDAYS

- A. Each full-time employee covered by this agreement shall be eligible to receive, as holiday pay, one day's pay at his/her regular straight time daily rate for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

Said day off shall be taken at a time that is mutually agreed upon by the Chief and the employee within the same fiscal year.

- B. In lieu of getting a day off with pay for a holiday in Section (A) above, a dispatcher may opt to exchange the day off in Section (A) for pay at straight time up to a maximum of six (6) holidays per fiscal year. Pay for such exchanged day(s) shall occur in the first pay period of the following fiscal year.

ARTICLE X

SICK LEAVE

Section 1

Sick leave is limited to authorized absences from work due to the illness of the employee or the employee's immediate family. For purposes of this section "immediate family" shall include only the employee's spouse, children, parents and parents-in-law. An employee will be permitted to use no more than five (5) days of accumulated sick leave for the illness of a member or members of the employee's "immediate family" in any contract year (July 1 – June 30).

Section 2

Once an employee has completed six (6) months of service to the Town, the employee will thereafter be provided with one (1) day of sick leave on the last day of each month, except that after the employee has completed two (2) years of service the employee will be provided with one and one-half (1½) days of sick leave on the last day of each month.

Section 3

Annual sick leave may be accumulated to a total of 120 working days.

Section 4

A doctor's certificate verifying the employee's illness may be required for any paid sick leave in excess of three consecutive working days.

After an employee has accumulated four (4) incidences of absence due to illness in a fiscal year, the Police Chief may require that he/she submit a doctor's certificate of illness upon returning from any additional absences due to illness. An "incidence of absence due to illness", for purposes of the above sentence, shall mean any continuous absence due to illness of one (1) day or more. The employee shall have the option of obtaining the doctor's certificate either from his/her own personal physician or from the Town's designated physician(s). If the employee chooses to utilize the Town's designated physician, the examination shall be at the Town's expense. If the employee elects to use his/her own personal physician, the Town will, upon presentation of a receipt, reimburse the employee for the co-pay incurred in obtaining the certificate.

Section 5 – Sick Leave Bank

1. A sick leave bank has been established for use by a participating member whose sick leave is exhausted through prolonged illness. A prolonged illness shall be one which has caused absence of more than thirty consecutive work days. Vacation, personal, and all sick leave days must be used by the participating member before being eligible to draw upon the sick leave bank. The member is responsible for obtaining the required documentation and submitting it in a timely manner. The Town will establish the initial Sick Leave Bank by donating nine (9) days.

2. To be eligible for sick leave bank days, the applicant must have been a member of the bargaining unit for at least one (1) year prior to the date of the application and must have contributed one (1) day of sick leave to the sick leave bank between July 1 and July 15 of the fiscal year during which the application is submitted. Notwithstanding the last sentence, an employee who applies for sick leave bank benefits prior to July 1, 2014 need not have contributed a day of sick leave during the 2013 – 2014 contract year. Previous attendance records and performance evaluation will be considered.
3. A doctor's certificate shall be required in each instance that an applicant seeks access to the sick leave bank, including application for extended benefits.
4. The initial grant of days from the sick leave bank will cover up to twenty working days for any prolonged illness. Consideration will be given for additional days beyond the twenty in the event that the prolonged illness continues. Additional grants of up to twenty days may be provided to an individual, except that in no event shall the total grants of sick leave days to an individual from the date of her/his application exceed seventy-five days. If, in such instance of extended benefit award, the sick leave bank is exhausted, it may be replenished by the contribution of one additional day of sick leave by each participating member.
5. The sick leave bank shall be governed by a committee consisting of the Police Chief, the Town Administrator, and three union members. The sick leave bank shall be administered by the Human Resources Department.
6. Sick Leave Reduction Incentive. Effective July 1, 2017, a sick leave reduction incentive plan will provide to each dispatcher a payment of \$150 for any quarter of the year (January 1 – March 31, April 1 – June 30, July 1, - September 30, October 1 – December 31) without use of any sick leave. Payments shall be made on the second pay day in the months of April, July, October and January for the preceding quarter. An employee who takes a leave of absence at any time during the quarter, or who is on workers compensation for more than four of his/her regularly schedule work shifts during the quarter, shall not be eligible for the above payment for that quarter.
7. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal through the contractual grievance and arbitration procedure or through any other judicial or administrative procedure.
8. No days may be withdrawn from the sick leave bank for use other than a prolonged illness of the union member. Days may not be withdrawn to permit the individual to be absent to care for other members of the applicant's family.
9. Application for benefits shall be in writing and shall consist of a letter to the Police Chief accompanied by a written doctor's certificate describing the nature of the illness and providing an estimate of when the employee will be able to return to work. The Police Chief will forward the request to the Human Resources Director and the union steward within five working days of receiving it and the committee will meet within ten working days of receipt of the request.

ARTICLE XI

PERSONAL LEAVE

During each fiscal year that commences after an employee has completed the following years of service under this Agreement the employee shall be permitted to be absent from work without loss of pay to attend to personal business for the following number of days:

<u>Number of Years Completed By July 1</u>	<u>Number of Personal Days</u>
At least 1 year but less than 5 years	2 days
5 years or more	3 days

When possible, the employee will be expected to obtain the prior approval of the Police Chief for the scheduling of such personal day. Personal days must be used in the fiscal year in which they are earned.

ARTICLE XII

GROUP HEALTH INSURANCE

As of the effective date of this Agreement, the Town was offering the health plans listed below, and was contributing toward the premium cost of Individual and Family coverage for those plans at the percentage rates listed below:

<u>Health Plan</u>	Town Contribution Toward Premium Cost For <u>Individual Coverage</u>	Town Contribution Toward Premium Cost For <u>Family Coverage</u>
Network Blue New England Value	75%	75%
Blue Care Elect Enhanced Value	75%	75%

It is understood that should the Town decide to discontinue offering the above plans and replace them with such other plans as the Board of Selectmen deems appropriate, or should the Town decide to change its percentage contribution toward such plans or implement contribution rates for any new health plans, the Town will observe all applicable collective bargaining obligations with respect to such changes.

ARTICLE XIII

JOB RELATED SEMINARS

A member of the bargaining unit may attend job-related seminars, with pay, if he obtains the prior permission of the Chief of Police.

ARTICLE XIV

EDUCATIONAL REIMBURSEMENT

Employees who enroll in approved college level or specialized training courses will be eligible for reimbursement for the cost of tuition charges, registration fees and course books where the following conditions are satisfied:

1. A written application must be submitted to the Police Chief prior to the commencement of a course. The application shall specify the title of the course, where and when the course is being offered, and the approximate cost of the course.
2. Eligibility for reimbursement shall be conditioned upon the approval of the Police Chief. If the Police Chief approves the employee's request, he/she shall provide the employee with written approval which certifies either that the subject matter of the course is related to the employee's job duties, or that the course is required for the employee's college degree program.
3. Reimbursement shall be conditioned upon the employee receiving a grade of "C" or higher in the course. Payment shall be made within thirty (30) days of submission by the employee to the Town Administrator of an official transcript showing the employee's grade in the course.

It is understood that no employee will be eligible for reimbursement for any amount in excess of \$1,000.00 in any fiscal year. It is further understood that courses shall not be scheduled during an employee's normal working hours.

ARTICLE XV

PERFORMANCE EVALUATION

The Town and the Union agree that a personnel evaluation system shall be implemented which shall apply to all employees covered by the Agreement. Each employee shall be evaluated by his/her immediate supervisor (in consultation with the Police Chief) on an annual basis on a prescribed personnel evaluation form. The procedures which shall be followed are outlined in the Personnel Evaluation Policy and Procedure Statement which is attached hereto as Appendix A.

ARTICLE XVI

JOB SECURITY

The first six (6) months of employment of all employees who commenced employment on or before December 31, 2016 in a position covered by this Agreement shall be a probationary period during which period the employee may be disciplined or discharged with or without cause. The first twelve (12) months of employment of all employees who commenced employment on or after January 1, 2017 in a position covered by this Agreement shall be a probationary period during which period the employee may be disciplined or discharged with or without cause.

All permanent employees may not be disciplined after the probationary period except for good cause. Any employee against whom disciplinary action is taken shall have the right to receive a written statement of the reasons for the disciplinary action from the supervisor or the Police Chief who takes such action.

There shall be no discrimination or disciplinary action taken against any bargaining unit member by the Town or any of its agents because of a member's lawful activity in behalf of the Union or membership in the Union.

At any hearing on charges issued or in any investigation in which the dispatcher's job is in jeopardy, the dispatcher will have an opportunity to be represented by legal counsel of his/her choice, provided in no event shall an interrogation of the employee be unreasonably delayed for such reason.

ARTICLE XVII

SENIORITY

Seniority within the North Attleborough Dispatchers shall commence from the date of employment as a full time Dispatcher.

Seniority shall not be broken by vacation time, sick leave, injury leave, lay-off of less than six months, suspension or authorized leave of absence, or any call to Military Service for the duration of such service

If an employee resigns voluntarily or is discharged for cause, he/she shall lose all seniority.

In the event of reduction of force, lay-off shall be in the inverse of hiring and any recall to work shall be made by seniority.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 1.

The purpose of this procedure is to grant recognition to the mutual obligation of the Town and the Association to achieve amicable, expeditious solutions to the problems which may arise regarding the interpretation or application of the provisions of this Agreement. The purpose of the procedure is also to provide prompt adjustment of grievances by the Town and the Association.

A grievance is defined as any dispute or controversy between the parties as to the application of the specific provisions of this Agreement.

A grievance, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

Step 1: The aggrieved employee shall first present his/her grievance in writing to the Chief of Police within seven (7) calendar days of the occurrence or failure of occurrence giving rise to the grievance. The written grievance shall give a summary of the facts involved, the provision(s) of this Agreement allegedly violated and the relief desired. The Chief of Police shall advise the aggrieved employee of his decision concerning the grievance within five (5) calendar days after the grievance is presented.

Step 2: If at the end of the five (5) calendar days next following the presentation at Step 1 the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may, within five (5) calendar days thereafter, submit the grievance in writing to the Town Administrator. The written grievance shall give a summary of the facts involved, the provision(s) of this Agreement allegedly violated and the relief desired. The grievance submission shall also include a copy of the actual grievance document submitted at Step 1 as well as a copy of the response, if any, by the Chief of Police at Step 1. Within five (5) calendar days after receipt of the written grievance, the Town Administrator shall meet the aggrieved employee and representative(s) of the Association in an effort to resolve the grievance. Within five (5) calendar days after the conclusion of said meeting, the Town Administrator shall advise the aggrieved employee and the Association in writing of his decision concerning the grievance.

Step 3: If at the end of the fifteen (15) calendar days following the presentation at Step 2 the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may, within fifteen (15) calendar days thereafter, submit the grievance in writing to the Board of Selectmen. Within fifteen (15) calendar days after receipt of the written grievance, the Board of Selectmen or its designated representative shall meet the aggrieved employee and a representative of the Association in an effort to settle the grievance. The Board of Selectmen or its designated representative shall, within fifteen (15) calendar days after the conclusion of said meeting, advise the aggrieved employee and the Association in writing of their decision, as the case may be, with respect to the grievance.

Step 4: If the Association is not satisfied with the disposition of the grievance at Step 3 or if no decision has been rendered within fifteen (15) calendar days after said meeting between the Board

of Selectmen or its designated representative, the Association and the aggrieved employee, the Association may, by giving notice to the Board of Selectmen or its designated representative at Step 3, or within twenty (20) calendar days after said meeting with the Board of Selectmen or its designated representative if no decision has been rendered, present the grievance for arbitration in the manner indicated below:

- If the parties are unable to select an arbitrator, they shall request the Massachusetts Department of Labor Relations to submit a list of arbitrators from which one arbitrator shall be selected.
- The arbitration shall be in accordance with the rules of the Massachusetts Department of Labor Relations.
- Expenses of arbitration shall be borne equally by both parties.
- Any matter that is subject to the jurisdiction of any State commission or Retirement Board established by law shall not be a subject of grievance or arbitration hereunder.

Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. A grievance not initiated within the time specified at Step 1 shall be deemed waived.

The failure of the Town (acting through its Police Chief or otherwise) to respond to any grievance, at any step, within the time required herein, shall be deemed to be a denial thereof.

ARTICLE XIX

BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, that employee will be granted leave with pay in an amount up to five (5) consecutive working days, said leave to commence either on the day of the family member's death or on the day next following the day of the family member's death. Such leave shall not be charged to sick leave. In the event that the family member's funeral is held more than 200 miles from North Attleborough, the employee shall be allowed a sixth (6th) working day of leave with pay. The following relations are considered to be "immediate family" for purposes of this paragraph: spouse, child, father, mother, sister, brother, stepmother, stepfather, spouse's mother, spouse's father, grandchild, grandparents.

In the event of the death of a brother-in-law, sister-in-law or grandparent-in-law the employee will be granted up to two (2) days of leave with pay.

In the event of the death of the employee's aunt or uncle, the employee will be granted leave with pay for the day of the funeral when the funeral is held on the employee's scheduled work day.

ARTICLE XX

LEAVES OF ABSENCE

Leave of absence for a limited period not to exceed three (3) months shall be granted for good and sufficient reason, and such leave shall be extended or renewed for an additional nine (9) months at thirty (30) day intervals. Approval of all leaves shall be by the Town's Human Resources Administrator.

ARTICLE XXI

MILITARY LEAVE

- (A) An employee in full-time employment serving in the military reserve shall be paid his/her regular rate of compensation while on active duty for annual reserve training not to exceed two (2) weeks.
- (B) Any employee serving in the military reserve should notify, in writing with a copy of the orders to report, the Police Chief at least two (2) weeks prior to the scheduled assignment.
- (C) An employee of the Town who is a member of the National Guard or a Military Reserve Component of the United States Armed Forces and who is called-up to active duty during a national emergency shall for the duration of the period that he/she is activated be paid the difference between his/her regular weekly straight-time compensation and the total weekly compensation that he/she received for such military services. Such individual shall also be eligible to continue his/her participation in the Town's group insurance programs and the Town shall continue to pay its contribution toward the premium cost of such coverage during the period that he/she is on active duty.

ARTICLE XXII

MISCELLANEOUS

Section 1 – Mileage Reimbursement

Effective upon the date of funding of this Agreement by Town Meeting, employees who use their personal vehicles for Town business shall be reimbursed for such use at the mileage rate annually established by the Internal Revenue Service. It is understood that time spent commuting to and from work will under no circumstances be reimbursable under this Section. The parties recognize that the IRS sets the mileage rate in December of each year. The parties agree, however, that the rate set by the IRS in December will not be implemented under this Agreement until July 1 of the succeeding year.

Section 2 – Police Matrons

It is agreed that, as part of their job responsibilities, female bargaining unit employees who are employed at the Police Department may be required to act as police matrons. Any employee who is designated by the Police Chief to perform such duties shall receive appropriate training from

Police Department personnel in the duties of that position. (Said duties are outlined in the job description for the "Police Matron" position.) When an employee performs the duties of police matron outside of her normal working hours she shall be paid at the rate of one and one-half times her regular hourly rate from Article IV, Section 1 for all hours worked. It is understood that members of the bargaining unit will not be assigned the duties of police matron during their normal working hours.

ARTICLE XXIII

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.

ARTICLE XXIV

AMENDMENT

This Agreement constitutes the entire agreement between the parties and shall not be altered, amended or changed except by a written amendment signed by both parties or their designees in a manner similar to the original agreement and appended hereto. All matters not expressly and specifically dealt with herein shall be treated as having been brought up and disposed of, and neither party shall be under any obligation to discuss any modifications or additions to this agreement which are to be effective during its term.

ARTICLE XXV

This Article XXV intentionally left blank.

ARTICLE XXVI

HEALTH AND SAFETY

Upon request by the Union, the Chief of Police will meet with Association representatives within fourteen (14) days to discuss matters related to the general health and safety of employees. The Town shall endeavor to provide efficient and safe equipment and material to protect the health and safety of the employees.

ARTICLE XXVII

NONDISCRIMINATION

Neither the Town nor the Association will discriminate against any employee on account of participation or non-participation in Union activities. Neither the Town nor the Association will discriminate against any employee on the basis of any of the classifications protected by Chapter 151B of the Massachusetts General Laws.

ARTICLE XXVIII

CONTRACT DURATION

This Agreement will be effective as of July 1, 2019 and shall continue in force and effect until June 30, 2022 and shall thereafter be renewed automatically from year to year unless written notice of a desire to amend the terms of the Agreement is sent by one party to the other at least six (6) months prior to the renewal date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives this ____ day of _____, 2020.

FOR THE TOWN OF
NORTH ATTLEBOROUGH

FOR THE NORTH ATTLEBOROUGH POLICE
DISPATCHERS' ASSOCIATION
MASSACHUSETTS COALITION OF POLICE,
LOCAL 436

MIKE GALLAGHER, Town Manager

MARK TROWBRIDGE, Union President

CAPTAIN JOE DIRENZO

JOHN MARTINSEN

CATHY CALICCHIA, HR DIRECTOR

APPENDIX A

TOWN OF NORTH ATTLEBOROUGH

Personnel Evaluation Policy and Procedure Statement

This policy applies to all employees covered by the collective bargaining agreement between the Town and the Massachusetts Coalition of Police Local 436.

PROCEDURE

- A. The Town, through its Human Resources office, will engage in an annual evaluation of employees who are members of the Massachusetts Coalition of Police Local 436.
- B. The employee's immediate supervisor (in consultation with the Police Chief), will record his/her judgment on the evaluation instrument and will meet with the employee to review the completed evaluation. Upon completion of the discussion between the employee and the immediate supervisor the evaluation instrument will be signed and dated by both and a copy will be provided to the employee. It is understood that by signing the instrument the employee only acknowledges that he/she has received and has had an opportunity to discuss the form but does not necessarily signify his/her agreement with the supervisor's conclusions. The form shall include a page headed "Employee's Comments" upon which the employee shall be permitted to record his/her observations concerning the appropriateness of the evaluation. An employee who desires to submit comments will be expected to complete that form within seven (7) days of the meeting.
- C. Only an employee who received an Overall Evaluation of "definitely unsatisfactory" shall be permitted to challenge that evaluation through the contract's Grievance Procedure.
- D. The completed evaluation instrument shall be returned to the Human Resources office and will be placed in the employee's personnel file where it shall be available to the employee.