

**AGREEMENT**

**TOWN OF SOUTHBOROUGH**

**AND**

**SOUTHBOROUGH COMMUNICATIONS OFFICERS,  
MASSCOP, LOCAL 44**

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**July 1, 2019 to June 30, 2022**

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## AGREEMENT

Agreement entered into this day by and between the Town of Southborough Massachusetts, hereinafter referred to as the "Town" and the Southborough Communications Officers, MASSCOP, Local 445, hereinafter referred to as the "Union."

### ARTICLE 1 - RECOGNITION AND SCOPE

- A. Recognition: The Town hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and any other terms or conditions of employment for all full-time Communication Officers employed by the Town, but excluding all managerial, confidential and casual employees and all other employees.
- B. Scope: This Agreement includes all of the agreements reached by the parties respecting all matters pertaining to wages, hours and other conditions of employment of full-time Communication Officers ("employees") covered by this contract. However, any matter not mentioned in this contract or any matter not mentioned in this contract for which specific directions are not set forth herein or which is not specifically delegated to the employees or to the arbitrator, shall be reserved for decision by the Town in its sole discretion. For the purpose of this Agreement, a full-time Communication Officer shall be defined as an employee who is hired to work a regular forty (40) hour per week schedule throughout the fiscal year.
- C. If any section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

### ARTICLE 2 – MANAGEMENT RIGHTS

Section 1. The Town will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management including, but not limited to, the following items:

- a. the operation and direction of the affairs of the Town in all of their various aspects;
- b. the determination of the level of services to be provided;
- c. the direction, control, supervision and evaluation of the employee, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation, subject to Town and Union negotiation over the written evaluation instrument to be used, which the Town and Union shall do in good faith, prior to the written evaluation being conducted, not to exceed three (3) sessions;
- d. the determination of employee classifications;
- e. the determination and interpretation of job descriptions;
- f. the increase, diminishment, change or discontinuation of operations in whole or in part;

- g. the institution of technological changes or the revising of processes, systems or equipment from time to time;
- h. the training of employees, including in-service training;
- i. the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- j. the determination of the location, organization, and number of personnel;
- k. the assignment of duties and work assignments including the change of duties and work assignments from time to time;
- l. the creation, assignment and change of shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts;
- m. the assignment of employees, including without limitation the choice of which employee(s) will be transferred, the duration of such transfer(s) and where the employee will be transferred to;
- n. the assignment to work sites, including the change of work sites from time to time;
- o. the granting and scheduling of leaves;
- p. the scheduling and enforcement of working hours;
- q. the requirement and assignment of overtime;
- r. the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called;
- s. the hiring, appointment or promotion of employees, including the determination of qualifications and requirements for the position;
- t. the demotion, suspension, discipline or discharge of employees;
- u. the layoff or relief of employees due to lack of funds or of work, or the incapacity to perform duties or for any other reason; provided, however, that layoffs shall be subject to impact bargaining, if requested by the Union, prior to implementation; and
- v. the making, amendment, and enforcement of up to date and current Department Rules and Regulations, Policies and Procedures, and operating and administrative procedures from time to time as the Town deems necessary;
- w. the right to require alcohol and/or drug tests.

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

Section 2. During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

Section 3. The failure to exercise any management right shall not be deemed a waiver. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

## **ARTICLE 3 – EMPLOYEE RIGHTS AND REPRESENTATION**

Bargaining unit employees have, and shall be protected in exercise of, the right, without fear or penalty of reprisal, to join and assist the Union. The Town agrees that it will not aid, promote or finance any labor group or organization which violates the rights of the Union.

## **ARTICLE 4 – INSURANCE**

- A. The Town agrees to provide each eligible employee with the same insurance benefits, or equivalent, which it shall provide to other Town employees.
- B. The Town will only contribute fifty percent (50%) toward the indemnity plan and seventy five percent (75%) towards the Health Maintenance Organization plan. The employee will contribute fifty percent (50%) towards the indemnity plan and twenty five percent (25%) towards the Health Maintenance Organization plan.
- C. The Union acknowledges and agrees that the Town may implement a change in health insurance plans for bargaining unit members from “legacy or indemnity plans” to “navigator or benchmark plans” as offered by the Town in accordance with the plans through their insurance providers. In addition, the Town may establish a Health Reimbursement Account in accordance with law.
- D. The Union acknowledges and agrees that the Town may implement a Health Insurance Opt-out program for bargaining unit members.
- E. The Town will implement Flexible Spending Accounts and Health Saving Accounts for all interested employees. The accounts will be funded by employee contributions in accordance with the terms of the plan and applicable law. The plan will be administered using an administrator of the Town’s choosing.

## **ARTICLE 5 – WAGES**

### **A. Wage Schedule**

Employees shall be paid in accordance with the pay schedule set forth below. Employees will advance from step to step at the start of the next fiscal year, provided the employee has completed one year of service in the current step. The Chief shall have the discretion to place a newly hired employee in a step higher than the lowest step based on significant relevant past experience.

FY2020: 7/1/19 (2.0%)						
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$ 21.54	\$ 22.20	\$ 22.86	\$ 23.43	\$ 23.90	\$ 24.38	\$ 26.82

FY2021: 7/1/20 (2.0%)						
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$ 21.97	\$ 22.64	\$ 23.32	\$ 23.90	\$ 24.38	\$ 24.87	\$ 27.35

FY2021: 7/1/20 (2.0%)						
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$ 22.41	\$ 23.09	\$ 23.78	\$ 24.38	\$ 24.86	\$ 25.36	\$ 27.90

B. Longevity

Paid annually based on years of continuous full time service in the bargaining unit:

After five years	\$400.00
After ten years	\$600.00
After fifteen years	\$700.00
After twenty years	\$850.00
After twenty-five years	\$1,000.00

C. Shift Differential

Shift differential will be paid for hours worked on evening and night shifts as follows:

Evening Shift	\$8 (per 8 hours)
Night Shift	\$10 (per 8 hours)

D. Tuition Reimbursement

Employees may receive tuition reimbursement for courses, from accredited institutions, where the courses pertain to the employee's job, in the judgement of the Chief. The Police Chief must approve of the commitment of Town funds prior to registration by the employee, or the employee assumes responsibility for payment. The Chief's ability to commit funds is subject to the availability of funds appropriated by the Town for this purpose. Reimbursement shall be made after the employee presents proof of course completion with a grade of "B" or better.

**ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE**

A. The following procedure shall be applicable to any grievance which is defined as a claimed violation of a specific provision of this Agreement.

B. The Steps of the Grievance procedure shall be as follows:

**STEP 1:**

The employee shall submit the grievance in writing to the Department Head within 14 calendar days of the date that the employee or the Union knew or, with the exercise of reasonable diligence, should have known of the occurrence giving rise to the grievance. The Department Head and the

Union may meet to discuss the grievance. If the grievance has not been resolved or responded to within 10 calendar days of receipt by the Department Head the Union may appeal to the next level.

**STEP 2:**

If the grievance is not resolved in Step 1, the Union may appeal it by giving a written notice of such appeal to the Town Administrator within 10 calendar days after the answer of the Department Head is due. The Town Administrator and the Union may meet to discuss the grievance. If the grievance has not been resolved or responded to within 10 calendar days of receipt by the Town Administrator, the Union may appeal to the next level.

**STEP 3:**

If the grievance is not settled in Step 2, the Union may request a hearing before the Board of Selectmen, by submitting a written request, which may include a written summary of the basis of the grievance, to the Town Administrator within 10 calendar days of the date the Step 2 response is due. The Town Administrator will present the request to the Board of Selectmen in executive session at the next available meeting, and shall communicate the Board's decision to the Union in writing within 5 days of the decision. If the decision is a denial of the request, then the Town Administrator's written notification of the denial to the Union shall serve as the Town's Step 3 response for the purposes of this Article. Should the Board agree to hear the grievance, the hearing will be held at or before the next available meeting after the meeting at which decision to hear the grievance is made. If the Board elects to have a subcommittee hear the grievance, then the hearing shall be scheduled at a time mutually agreeable to the parties. Thereafter, the Board's written Step 3 response shall be due within 30 calendar days after the hearing.

- C. In general, letters issued by the Town are not arbitrable, even if the letter points out a performance issue with which the employee disagrees. In such a case, the employee may submit a rebuttal to the letter, which will be kept with the file copy of the letter. Such a rebuttal must be submitted within 15 calendar days of the date that the letter is delivered. The union may grieve letters of reprimand through Step 3 of the grievance procedure.
- D. All grievances filed at Step 1 and 2 of the grievance procedure shall specify:
  - the particular contract article and section alleged to have been violated;
  - the facts supporting each alleged violation in reasonable detail;
  - the date each act or omission violating the Agreement is alleged to have occurred; and,
  - the remedy sought for each alleged contract violation.
- E. The parties agree to follow each of the foregoing steps in the processing of the grievance; and if any step the Town fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Union may appeal the grievance to the next step at the expiration of such time limit. Failure of the Union at any step to process according to the time limits set forth herein shall mean that the Union has waived the grievance, and the right to proceed further. Time limits may be extended by mutual agreement.
- F. The settlement or remedy of a grievance, including any monetary or back pay remedy, in any case, shall not be made retroactive for any period prior to 20 days before the date the grievance was first presented in writing.

G. Arbitration.

1. If the dispute or grievance is not settled in the foregoing steps and it involves the claimed violation of an arbitrable provision of this Agreement, then the Union may seek arbitration by filing a written demand for arbitration with the American Arbitration Association. The demand shall be filed with the American Arbitration Association within 30 days of the Town's answer in Step 2, unless Step 3 review has been requested, in which case, the demand must be filed within 30 days of the Town's answer in Step 3.
2. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The hearing locale shall be within the Town of Southborough, unless otherwise agreed by the parties. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the Town, the Union, and the grievant. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations pursuant to such statutes. The arbitrator's fees and expenses shall be borne equally by both parties.
3. The arbitrator's decision shall be final and binding and may be reviewed in court under G.L. c.150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law. The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing. A dispute that was not raised in the grievance may not be raised in arbitration. The arbitrator may not hear evidence or argument with respect to matters that are not arbitrable under this agreement.

**ARTICLE 7 – WORK SCHEDULE**

A. **Schedule.** Full time Communications Officers will normally work an eight (8) hour shift for four days on, followed by two days off. Work schedules shall be posted and provided to the Union.

B. **Shifts.** Employees may be assigned to any of the following shifts: (1) Day Shift; (2) Evening Shift; (3) Night Shift; (4) Split Shifts (e.g., a fixed combination of 2 Day, 2 Evening; 2 Evening 2 Night; etc.). The Chief will hold an annual shift bid to determine employee shift preferences; however, the Chief shall retain discretion with regard to shift assignments. Upon request, the Chief will provide written reason(s) for disapproving a shift pick.

C. **Shift swaps.** Employees will be permitted to swap time with qualified employees within the bargaining unit when approved in advance by the Police Chief or his/her designee. Both employees involved shall sign the request both at the time of the initial swap and when the other end of the swap is requested. If approved, the employees will no longer be responsible for their originally scheduled shifts, as the recipient of the shift shall become responsible for the shift.

D. **Schedule changes.** Notwithstanding any provision of this Agreement to the contrary, the Chief retains the discretion to change schedules and assignments based upon the operating

needs of the Town as determined by the Chief. Except in an emergency, the Chief will consult with the Union prior to changing schedules, and provide affected employees with at least 30 days' notice.

## **ARTICLE 8 – OVERTIME**

- A. General.** All full-time emergency dispatchers covered by this Agreement shall be paid at the rate of one and one-half (1½) times their hourly rate of pay for work in excess of forty (40) hours in one (1) week. For the purpose of contractual overtime, approved and paid sick, personal, compensatory and vacation leave shall be included in the computation of hours for determining when overtime is due. For the purpose of FLSA overtime, only hours actually worked shall be included in the computation. In no event shall administrative leave, suspension, or unpaid leave be counted as time worked for computation of contractual or FLSA overtime.
- B. Recall.** If an employee is called back to work on a scheduled day off, the employee shall be paid at the rate of time and one half for the amount of time worked with a three hour minimum. This shall not apply to work that is contiguous with the start or end of a regular duty shift or other scheduled overtime shift.
- C. Compensatory Time.** With the approval of the Chief or designee, employees may elect to receive compensatory time off in lieu of overtime pay, at the rate of 1½ hours compensatory time per overtime hour worked. Employees may not accrue more than 40 hours of compensatory time at any given time. The Town may substitute cash for compensatory time at any time. Employees who separate from the employment of the Town will be paid for unused compensatory time accrued pursuant to this section of the agreement. Employees may request the use of compensatory time with 48 hours' notice.
- D. Scheduling of Overtime.**
  1. In emergencies, or as the needs of the service require, employees may be required to perform overtime work. The Town will employ its best efforts to provide employees with as much advance notice as possible of overtime opportunities.
  2. For the purposes of this agreement “overtime opportunities” means shifts and assignments that the Chief (or designee) decides to fill using bargaining unit members on overtime. The Town reserves the right to fill open shifts and other needs using part-time dispatchers, except as provided below.
  3. Members of the bargaining unit will have the right of first refusal for certain overtime opportunities/vacancies identified in this paragraph. For other vacancies, or where the unit members do not exercise any rights of first refusal, the Chief may use his discretion with regard to the use of unit or part time personnel. Unit members shall have the right of first refusal for the following overtime situations:
    - a. Single shifts resulting from unit members calling in sick or taking a single shift off on vacation, personal, or other paid leave time.
    - b. Shifts that remain open as a function of the normal schedule when all authorized positions are filled, on average two per week, not to exceed 14 in a 6-week period. The Town's obligation to offer these shifts shall be satisfied if it offers at least 2

shifts per week to the unit, regardless of whether the actual shifts offered result from the schedule gap referenced above.

- c. The right of first refusal shall not include any multi-day paid leaves (vacation, sick, etc.), or any shifts left open as a result of a vacant position.
- d. Any errors in offering overtime opportunities to unit members under this Agreement will be remedied only by providing an overtime opportunity to the aggrieved employee, not by paying an employee for overtime that was not worked.

4. The Chief may promulgate policy to implement this provision of the agreement.

#### **ARTICLE 9 – VACATIONS**

A. All full-time employees shall accrue vacation on a monthly basis, as provided by the following schedule:

<u>Years of Employment</u>	<u>Hours Earned Per Month</u>
0-5	6.666
6-10	10.0
11-15	13.333
16 or more	16.666

B. Vacations shall be granted by the Police Chief at such time as, in his opinion, will cause the least interference with the performance of the regular work of the department. An employee shall be permitted to carry over up to one year's earned vacation. The employee must have the Police Chief's approval to take any portion of the prior year's unused vacation in addition to the days earned in the present fiscal year.

C. Vacation leave shall not accrue during any leave in excess of sixty (60) days, with or without pay.

D. Upon retirement or resignation, any full-time employee shall be paid for accrued unused vacation. Upon death, the employee's estate shall be paid for accrued unused vacation.

#### **ARTICLE 10 – HOLIDAYS**

A. A full-time employee shall be paid for each of the following days:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day
Day Before or After Christmas	

B. Any full-time employee required to work on any of the above specified days shall be paid for their regular shift plus eight (8) hours for the holiday, except that an employee who works on Christmas or Thanksgiving shall be paid time-and-one-half for the hours worked

on the holiday. The holiday shall run from midnight to midnight on the actual day of the holiday, (if different from the day it is observed).

- C. To be eligible for holiday pay, an employee must work both his/her regular scheduled day preceding and his/her regular scheduled day following the holiday, or be excused from work pursuant to the provisions for absences with pay listed in this contract (sick time, injury on duty, vacation time). An employee whose regular day off falls on a holiday will receive 8 hours of holiday pay in addition to their regular pay for the week. For the purposes of this Article, the holiday is the twenty-four (24) hour period commencing at 12:01 a.m. of each day listed in this section.
- D. Holiday pay shall be paid in one lump sum at the end of the fiscal year. Employees may elect to use up to two (2) holidays during the year as vacation days, subject to request and approval in the same manner as vacation time. Any days that remain unused will be paid in a lump sum when the remaining holidays are paid at the end of the fiscal year. There will be no carryover of holidays.

## **ARTICLE 11 – SICK LEAVE**

- A. All employees covered by this agreement shall be entitled to earn 8 hours of sick leave per month of employment. Sick leave shall be payable only in cases of bona fide illness or non-work related accident. The municipal employer shall allow the use of up to fifty-six (56) sick hours per year for the care of a sick family member by said employee.
- B. Employees who, because of sickness or a non-work-connected accident, are absent for a period of more than two days or sixteen (16) hours shall be required to present a doctors certificate to the Police Chief stating the reason and period of time the employee will be absent from work.
- C. An employee who uses sick leave may not work an overtime or detail shift (if eligible as a Special Officer) without the Chief's permission within 24 hours of the end of the last shift covered by sick leave.
- D. If an employee is developing a pattern of sick leave abuse, then the Chief may require such employee to submit a certificate of illness as having been examined by a Medical Doctor, Physician's Assistant or Nurse Practitioner for every subsequent day of sick leave taken by such employee. This provision shall apply only when the employee has been previously warned in writing that there is a pattern of sick leave abuse.
- E. A pattern of sick leave abuse, requiring the submission of a certificate of illness as having been examined by a Medical Doctor, Physician's Assistant or Nurse Practitioner for every subsequent day of sick leave taken by the employee, shall automatically be established if the employee accumulates more than ten (10) undocumented (without a certificate from a Medical Doctor, PA or NP) sick days in a fiscal year beginning on July 1st and ending on June 30th.

## **ARTICLE 12 – FUNERAL LEAVE**

In the event of the death of an employee's spouse or child, the employ shall be entitled to 5 days leave. In the event of the death of a father, mother, father-in-law, mother-in-law, brother or sister, or of any person residing with the family of an officer, such officer shall be entitled to receive three (3) days leave. If out of state travel is required, the Chief may authorize up to two additional days of travel time.

## **ARTICLE 13 – NO STRIKE**

- A. For the duration of this Agreement, no bargaining unit employee covered by this Agreement shall engage in, induce, encourage any strike, work stoppage, slowdown or withholding of services by such bargaining unit employees.
- B. Any action by the Town to enforce the provisions of this Article shall not be subject to the Grievance and Arbitration Procedures set forth in this Agreement. Violations of the terms of this Article shall be cause for discharge, and/or discipline in the sole discretion of the Town.

## **ARTICLE 14 – SAVINGS AND STABILITY OF AGREEMENT**

- A. No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.
- B. The failure of the Town or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.
- C. No agreements, practices, benefits, privileges or understandings, oral or written, benefiting an employee or the employees covered by this Agreement shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.
- D. The Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

## **ARTICLE 15 – EMPLOYEE PERSONNEL FILES**

Bargaining unit employees shall have the right to review the contents of their personnel file during normal business hours within a reasonable time of the request. A bargaining unit employee will be entitled to have a representative of the Union accompany him/her during such review. No material derogatory to a bargaining unit employee's conduct, service, character or personality will

be maintained in his/her personnel file unless the bargaining unit employee has had an opportunity to review the material. The bargaining unit employee shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The bargaining unit employee will also have the right to submit a written answer to such derogatory material, and his/her answer shall be reviewed by the Chief and attached to the file copy. As long as the procedures above have been complied with, the Town shall determine, in its sole discretion, the contents of the personnel file.

## **ARTICLE 16 – STATUTORY LEAVES (FMLA, MPLA, SNLA)**

1. Notwithstanding anything in this Agreement to the contrary, any employee may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 (“FMLA”), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act (“SNLA”) or parental leave pursuant to the Massachusetts Parental Leave Act (“MPLA”).

2. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

3. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee's child, taking an employee's child to routine medical or dental appointments, or taking an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

4. The MPLA provides an employee who has been employed for 3 months as a full time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks' notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.

5. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only to the extent that sick leave for family illness is available. Parental leave that is not taken in connection with any disability of the employee would not generally be eligible for sick leave. In the event that an employee qualifies for FMLA, MPLA or SNLA leave, the Town has the right to designate applicable paid leave as FMLA, MPLA or SNLA

leave. Leave entitlement will be calculated on a rolling 12-month basis. The Town shall have the right to establish rules and regulations concerning the use of Family and Medical Leave, Small Necessities Leave and Parental Leave that are consistent with those laws and do not conflict with specific provisions of this agreement. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the Town they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

#### **ARTICLE 17 – PROBATIONARY PERIOD**

- A. Any newly hired employee shall be deemed to be on probation for a period of twelve (12) months from the date of appointment.
- B. A probationary employee may be suspended or discharged in the sole discretion of the Town, and the suspension or discharge or other discipline of such probationary employee may not be made the subject matter of the grievance provision of this Agreement, either by the employee affected or by the Union.

#### **ARTICLE 18 – TRAINING**

The Town may provide training which may include in-service training, if deemed appropriate and necessary to the performance of dispatching duties as determined by the Chief.

#### **ARTICLE 19 – DUES DEDUCTION**

The Union dues of regular full time employees shall be deducted from the wages of each such employee who has signed an authorization form provided by the Union and presented to the Town in accordance with applicable law. The Town shall transmit dues collected each month to the Union. The Union and any employee covered by this Agreement agree to indemnify and hold harmless the Employer against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of dues and initiation fees.

#### **ARTICLE 20 – PERSONAL DAYS**

Permanent full-time employees shall be granted three (3) personal days off per fiscal year to attend to personal business. To take a personal day, the employee must request the day off from the Chief in writing, 48 hours in advance. In the case of a bona fide emergency, an employee may take one of his/her personal days with such notice as is practicable, subject to the Chief's discretion. Personal days must be used during the fiscal year in which they are credited; there shall be no carry over of personal days to the next fiscal year.

#### **ARTICLE 21 – MILITARY LEAVE AND JURY DUTY**

Leaves for Military service and for Jury Duty will be granted in accordance with applicable laws.

## **ARTICLE 22 – UNIFORM ALLOWANCE**

Up to \$525 per year shall be allocated to each employee for the purchase of uniform items authorized by the Chief. At the Town's option, allocated funds may be expended through the use of a voucher system or through reimbursement supported by receipts. Unauthorized purchases will not be paid for by the Town. The following items shall be authorized for purchase:

- Long Sleeve Polo-Navy Blue
- Short Sleeve Polo-Navy Blue
- Pants-Tan Khaki or Police Tactical Style. Navy Blue Uniform Pant May Be Substituted.
- Outerwear-Navy Blue Sweater, Pullover (without hood), Fleece, or Light Jacket.
- Shoes-Black Shoes or Boots (Toe Area Capable of Taking a Shine).
- Black Socks
- Belt

All upper garments will be embroidered with "Southborough Public Safety Communications" on the left side and employee's last name on the right. All items will be purchased from an approved vendor unless first cleared with the Chief of Police or his designee.

The Chief shall have the right to make changes in the uniform after consultation with the Union. In the event of changes that materially extend to financial obligations contemplated by the items listed above, or changes that are effective other than at the start of the fiscal year with at least 60 days' notice, the parties will discuss whether the Department will bear all or part of the initial cost of the change.

## **ARTICLE 23 – JUST CAUSE**

- A. The Town may take disciplinary action when in the judgment of the Town Administrator the interests of the Town so require.
- B. In the case of suspension without pay or discharge from employment, the following procedure shall apply:
  1. The employee will be given a written notice of the reasons for the contemplated discipline providing at least 5 days' notice.
  2. The employee will be given an opportunity to have a hearing before the Town Administrator or designee, at which the employee may be represented by the Union or an attorney at no cost to the Town. At the hearing, the employee may present witnesses or evidence for the Town's consideration and cross examine witnesses presented by the Town.
  3. The Town Administrator or designee will issue a written decision, and the determination shall be supported by just cause.
  4. The employee may appeal the decision to the Board of Selectmen in the case of discharge only.

C. In the case of written discipline, the employee's recourse shall be to submit a written rebuttal within 15 days, which shall be placed in the personnel file.

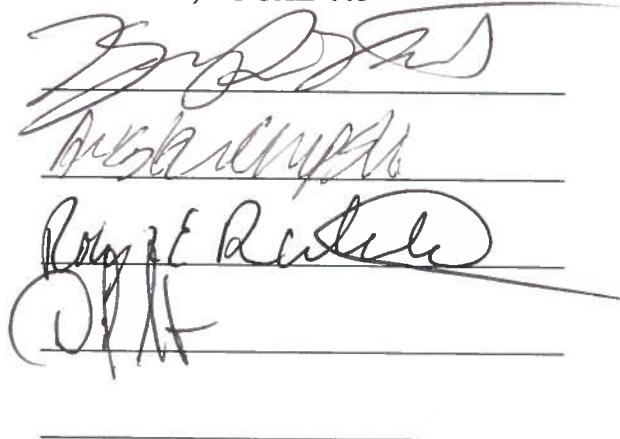
#### **ARTICLE 24 – EDUCATIONAL INCENTIVE**

- a) Employees who possess an Associate's Degree from an accredited college or university shall receive an education incentive in the amount of \$500 per year, payable in a pro rata amount in the employee's regular paycheck. The Associate's Degree must be in Criminal Justice, or a Liberal Arts or Business-related discipline.
- b) Employees who possess a Bachelor's Degree from an accredited college or university shall receive an education incentive in the amount of \$1,000 per year, payable in a pro rata amount in the employee's regular paycheck. The Bachelor's Degree must be in Criminal Justice, or a Liberal Arts or Business-related discipline.

#### **ARTICLE 25 – DURATION**

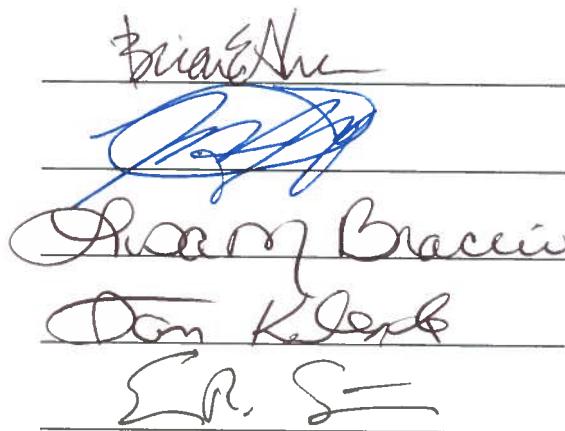
This Agreement shall become effective on July 1, 2019 and shall expire on June 30, 2022.

MASSCOP, LOCAL 445



Handwritten signatures of MASSCOP, LOCAL 445 members, including: Brian Neary, Tom Karp, Roy F. Rulifson, and D.P.M.

TOWN OF SOUTHBOROUGH



Handwritten signatures of Town of Southborough officials, including: Brian Neary, Tom Karp, and E.R. S.

Date: \_\_\_\_\_

Date: \_\_\_\_\_