

AGREEMENT BETWEEN TOWN OF FOXBOROUGH

AND

FOXBOROUGH PUBLIC SAFETY DISPATCHERS ASSOCIATION/ MASS COP LOCAL 440, AFL-CIO

This Memorandum of Agreement sets forth the material terms of the parties' first Collective Bargaining Agreement, covering the period July 1, 2014-June 30, 2015 which the parties' negotiating teams have reached in the process of negotiations. This Agreement shall be considered **off-the record** until ratified by the Union's membership and the Board of Selectmen and, if applicable, funded by Town Meeting. If ratified by both parties' principals and the economic items are funded by Town Meeting, what is set forth below will constitute the Collective Bargaining Agreement. The bargaining teams shall sponsor and support ratification. Failing ratification by both parties' principals and funding by Town Meeting, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.

The following contract, effective from July 1, 2014 through June 30, 2015, by and between, respectively, the Town of Foxborough ("Town") and the Foxborough Public Safety Dispatchers Association, MCOP Local 440, AFL-CIO ("Union") is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are within the provisions of this Contract in order that a more efficient and progressive service may be rendered.

ARTICLE I – RECOGNITION

The Town recognizes the Foxborough **Public Safety** Dispatchers Association/Mass Cop Local 440, AFL-CIO(hereinafter, "Union") as the exclusive representative for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all **full-time and regular part time** Public Safety Dispatchers employed by the Town, but excluding all other employees of the Town, including those in established bargaining units as well as all managerial, confidential, temporary and casual employees.

ARTICLE II – MANAGEMENT RIGHTS

Unless clearly and specifically relinquished, abridged, or limited by this Agreement, the Employer, through its Town Manager, Police Chief, Board of Selectmen and/or other appropriate officials as may be authorized or designated to act on its behalf, retains all the rights and prerogatives of municipal management established either by law, custom, practice, precedent, the Town Manager Act or other means to manage and control Town Departments and its employees. By way of example but not limitation, the Town retains the following rights:

- To hire employees, including determining initial salary. *Placement above the entry level step must be based on prior dispatch or police experience.*
- To assign, reassign, transfer and promote employees;
- To determine the hours of work and the work schedule;
- To enforce existing rules, regulations, policies and procedures, **including those applicable to sworn Department personnel**, amend or supplement them;
- To determine the organization of the Department, the number of employees, the work functions, and the technology of performing the current work functions;
- To add to or eliminate Departments, to select and determine the number and types of employees required to perform the Town's operations, including reducing the number and types of employees.
- To determine the mission, budget, and policy of any Department;
- To manage and direct employees of the Department, including determining and implementing personnel policies;
- To determine the numbers, types, grades/ranks of positions or employees assigned to the Department, work project or shift or to any reasonable location, vehicle, building, station, facility or task;
- *To assign or transfer work performed by members of the bargaining unit to a regional dispatching operation after fulfilling any bargaining obligation;*
- To determine job duties, descriptions, qualifications and classifications, including but not limited to combined operations for more than one Department;
- To determine when an employee is unable to perform full job duties and assign limited job duties to that employee;
- To determine when overtime is necessary, who is qualified to perform it, to require that overtime be performed and to assign it;
- To determine the equipment to be used and the uniforms to be worn in the performance of duties;
- To evaluate the work performance of employees under *the Employee Appraisal Process from the Revised Consolidated Personnel By-Law or a new process provided that the new process shall be subject to the Town meeting any bargaining obligations.*

- To determine the classification of positions, including where a new position shall be placed and whether an existing position should be reclassified;
- *(Delete: To determine where an employee should be placed on the salary schedule/step in the classification for the employee's position);*
- **(Delete: "To renew, or decide not to renew, the appointments of any bargaining unit employees");**
- To establish or modify work hours, work schedules, shift schedules, group assignments and the number and selection of employees to be assigned;
- To approve the scheduling of all time off, including vacation, *personal leave, and compensatory holiday time*, lunch periods and break periods;
- **To take the steps necessary to insure that any leave allowed by the Contract is not abused, including without limitation releasing to the Town and its agents all *relevant medical records* pertinent to making a determination of eligibility for such benefits;**
- To take whatever actions may be necessary to carry out the responsibilities of the Town and its Departments in situations of emergency;
- To take disciplinary action, up to and including dismissal;
- To require the truthful cooperation of all employees during investigations, including without limitation the employee who is the subject of the investigation, which could result in disciplinary action against an employee in or outside of the bargaining unit;
- To determine its internal security practices;
- To take actions necessary to comply with state and federal law, regulations or mandates.
- **To make available to employees access to dental insurance benefits under conditions determined by the Town and at no cost to the Town and to discontinue doing so at any time. This shall include without limitation making payroll deductions from any subscribing employee. This shall not affect a unit member's ability to access dental insurance benefits through the union.**

The Town also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver of the right nor shall the Town have to do any additional bargaining to exercise the right.

ARTICLE III - PROBATIONARY PERIOD

There shall be a probationary period for all positions covered by this Agreement. To complete the probationary period, an employee must complete **six** months of continuous, active service (not including time off) in the position. This probationary period may be extended by the Town for up to six months. **In determining whether to extend the probationary period, the Town will take into serious consideration the evaluation of the dispatcher(s) training a probationary dispatcher.** Employees who have met this requirement prior to the effective date of this Agreement will not be required to complete the requirement again. During the probationary period or any extension, the employee is not entitled to any benefits or protections under this Agreement including without limitation any recourse by the employee or the Union if the Employer suspends, demotes or dismisses the employee for any reason.

ARTICLE IV – DUES DEDUCTION

Subject to the provisions of General Laws, Chapter 180, section 17A, the Town shall deduct from the salary of any employee such amounts as the employee may specify in writing to the Town Accountant for the payment of Union dues. The Town will remit such amounts to the Treasurer of the Union. Any authorization may be withdrawn by an employee by giving at least sixty (60) days notice in writing to the Town Accountant and by filing a copy with the Treasurer of the Union.

ARTICLE V- GRIEVANCE AND ARBITRATION PROCEDURE

- A. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth.
- B. Members of the bargaining unit shall have the right to file grievances. Grievances are defined as problems arising out of the application by the Town of the express provisions of this Agreement as they might affect an employee, or a group of employees with the same problem who are covered by this Agreement. Grievances shall be filed within *30(thirty)* days from occurrence. All grievances 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. (*Delete: "Failure to provide sufficient information as required above shall constitute a forfeiture of the grievance."*)

C. Grievances shall be processed as follows:

Step 1. The grievance shall be submitted to the Police Chief or his designee. Within fourteen (14) calendar days, the Chief or his designee will meet with the Grievant and/or a representative of the Union, who shall provide him with any information in support of the grievance.

Step 2. If no disposition of the grievance to the satisfaction of the employee has been made in fourteen (14) calendar days after presentation to the Police Chief or his designee, the employee and representative of the Union may present the grievance to the Town Manager or his designee. Within fourteen (14) calendar days, the Town Manager or his designee will meet with the Grievant and/or a representative of the Union, who shall provide any information in support of the grievance.

No settlement of a grievance at any Step shall be binding on the Town unless approved by the Town Manager.

Step 3. If, at the expiration of the fourteen (14) calendar days following the conclusion of Step 2 proceedings, no disposition of the grievance to the satisfaction of the employee and the Union has been made and if the grievance is within the definition of the term as contained in this agreement, the Union or the Town may present the grievance to the American Arbitration Association.

The Arbitrator(s) shall have jurisdiction only over the disposition of the grievance(s) as it arises out of the express terms of this agreement. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The decision of the Arbitrator shall not violate any statutes of the Commonwealth, or regulations or interpretive judicial decisions pursuant to such statutes. The award shall be final and binding on the Town, the Union and the grievant.

The Arbitrator's decision shall be final and binding, but may be reviewed 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 set forth in the grievance, shall limit the subject matter to be heard by the Arbitrator, unless the parties agree in writing to modify the scope of the hearing.

- D. The Town and the Union shall share the expense of such arbitration service equally, except that each party shall assume the cost of its own presentation before the Arbitrator.
- E. A grievance will be considered waived if the employee and/or Union does not pursue it in accordance with the provisions of this Article, including the timelines. The time specified herein for various steps may be extended by mutual agreement **in writing**.
- F. Any incident that occurred or failed to occur prior the effective date of this Agreement shall not be subject of any grievance hereunder.

ARTICLE VI - VACATION

Regular full time employees and part time employees regularly scheduled to work at least 20 hours per week for all twelve months of the year shall be eligible for vacation as follows.

Years of Completed Service	Vacation Days	Years of Completed Service	Vacation Days
1	10	9	19
2	10	10	20
3	10	12	21
4	10	14	22
5	15	16	23
6	16	18	24
7	17	20 and more	25
8	18		

A new employee will begin accruing vacation time during the first month of employment at a rate of 0.83 vacation days per month of active service. On the July 1 following the first day of employment, an employee will be awarded the number of days accrued to date. Thereafter, the employee will accrue vacation days at the applicable monthly rate for the employee's years of service---i.e., 0.83 vacation days a month for years 1-4, 1.25 days a month for year 5, etc. On July 1, the employee will then be awarded additional vacation days based on the number of months worked in the prior fiscal year.

Vacation shall only accrue while an employee is in active service, except where the employee is on authorized paid leave. Vacation leave shall continue to accrue for the first three (3) months of authorized paid leave.

Employees leaving Town service will receive a prorated vacation accrual based on successfully completed months of work during the fiscal year of termination and, **at the Town's option, be allowed to either take the vacation or be paid for it.** The calculation will be determined in advance by the Finance Director and approved by the Town Manager.

The choice of vacations shall be on the basis of seniority in the department and **subject to the approval of the Police Chief or his designee. Generally, one dispatcher per shift shall be allowed to be on vacation at any one time.**

- An employee shall be allowed to use five or more consecutive days of vacation at a time provided that the employee gives the Chief or his designee at least 30(thirty) calendar days advance notice in writing and the Chief or his designee will make every effort to act on the request within 7(seven) calendar days of receipt of the request. If the Chief or his designee does not deny the request within 10(ten) calendar days of the request, it will be considered to have been allowed.*

Employees shall be allowed to carry over up to two (2) weeks of vacation time into the next fiscal year. This vacation carryover must be used within the fiscal year that it is carried forward to. There shall be no monetary payment for **vacation that cannot be carried over except that, if the Town determines that an employee was unable to take the vacation time due to illness or injury, the Town may allow the employee to carry over the vacation or buy it back from the employee.**

A vacation "day" is based on an employee's average daily hours in a regular work week.

ARTICLE VII - PERSONAL LEAVE

Regular full time and part time employees regularly working at least 20 hours per week for all twelve months of the year shall be eligible for Personal Leave.

On each July 1, regular full-time and regular part-time employees on the payroll who have completed *their probationary period as of that date will be credited annually with four(4) paid personal days which may be taken during the following twelve (12) months at a time or times requested by the employee and approved by the Chief or his designee.* **In their first year of employment, employees who have completed their probationary period, will be credited with personal days the following July 1** in accordance with the following schedule.

<u>Date of Hire</u>	<u>Personal Days Credited</u>
July 1 – September	4 paid days
October 1 - December 31	2 paid days
After December 31	0 paid days

No personal leave can be taken during **an employee's probationary period. Nothing in this section shall be construed as allowing an employee to accrue more than four (4) paid personal days in any fiscal year.**

A personal "day" is based on an employee's average daily hours in a regular work week.

The Town may not question the reason for personal leave, but can deny a request for personal leave based on staffing/scheduling problems.

Personal leave cannot be carried over from year to year. An employee will not be paid for unused personal leave.

ARTICLE VIII - HOLIDAYS

Each regular full-time and regular part-time employee regularly working at least 20 hours per week for all twelve months of the year will be entitled to eleven (11) holidays per year. *Holidays shall be compensated, at the employee's option, by an extra day's pay or by the granting of a compensatory day off with pay. The Chief or his designee will determine the process for*

employees to notify the Department that they want to take compensatory time for the holiday and an employee who fails to provide the required notice will be paid for the holiday. If the holiday falls on a Saturday, it will be observed on Friday, and if it falls on Sunday, it will be observed on Monday. The designated holidays are:

Independence Day	(July)	New Year's Day	(January)
Labor Day	(September)	Martin Luther King Day	(January)
Columbus Day	(October)	Presidents' Day	(February)
Veterans' Day	(November)	Patriots' Day	(April)
Thanksgiving Day	(November)	Memorial Day	(May)
Christmas	(December)		

Although it is not a holiday, employees will be compensated for the day after Thanksgiving in the same manner as they are compensated for the above holidays.

Pay for a holiday will be based on an employee's average daily regular scheduled hours in a regular work week. *A compensatory day must be scheduled with advance notice to and approval of the Chief and must be taken within 60 (sixty) calendar days of the holiday. Unless the Department does not allow the compensatory day to be taken within 60 (sixty) calendar days, but it is not taken, it will be compensated for by payment.* (Delete: "With advance notice to and approval of the Chief, an employee can choose to be compensated for up to six (6) holidays per year by the granting of a compensatory day off with pay. The compensatory day must be taken within (60) calendar days of the holiday.")

An Act of the General Court establishing any day or days designated as a state holiday shall be granted to all employees unless local acceptance by Town Meeting is required.

ARTICLE IX - SICK LEAVE

Each regular full-time and regular part-time employee regularly working at least 20 hours per week for all twelve months of the year will be entitled to Sick Leave as follows.

A. Sick Leave Accrual And Use of Sick Leave:

A sick "day" is based on an employee's average daily hours in a regular work week.

After completion of the probationary period, sick leave shall be granted at one (1.75) sick days per month based on average daily hours for each full month of employment, and shall be accumulative to 264 days.

Regular employees who have completed at least one (1) year (52 weeks) of employment and have exhausted their sick leave due to an extended illness shall be advanced five (5) days sick leave, two (2) weeks after their return to work.

After one (1) year of service an employee may be allowed to use ten(10) accrued sick days per year based on average daily hours for illness in the immediate family or for an employee's

wellness/dental appointments **if the appointment can't be scheduled outside of work hours and only for the time it takes to keep the appointment, including travel to and from the appointment.**

The **Chief** or his designee will determine whether a member is eligible for sick leave. The Town may require *relevant* documentation, including without limitation the member's medical and treatment records and/or an evaluation by a physician or specialist designated by the supervisor. The member shall be obligated to fully cooperate with that evaluation.

Sick leave shall not be available for self-imposed injury, illness or disability, including without limitation that resulting from the use of alcohol and/or non-prescribed drugs. Sick leave shall not be available for illness or disability related to/caused or allegedly related to/caused by a bonafide personnel action.

Any employee receiving worker's compensation can supplement the weekly compensation wage indemnity payment with accrued sick leave to make it equal their regular week's compensation.

Any employee who uses paid sick leave while a worker's compensation claim is being decided shall sign over to the Town any worker's compensation payment for the time period that coincides with the paid sick leave and, for active employees, the payment will be used to restore the employee's sick leave **other than the sick leave used to supplement any worker's compensation wage indemnity payment.**

B. Sick Leave Buy Back:

Employees who are eligible to retire from the Town of Foxborough after continuous employment shall be paid a percentage of the value of their unused sick leave, not to exceed 264 days, at the time of retirement (M.G.L. c. 32), as follows:

- 10 years - 15%
- 15 years - 20%
- 20 years - 25%

It is to be understood that the payment of any amount under this rule will not change the employee's pension benefit.

Any employee whose service with the Town is involuntarily terminated, shall not be entitled to any unused sick leave compensation.

ARTICLE X - LONGEVITY

Longevity pay shall be payable each year to all regular full-time and part-time employees regularly working at least 20 hours per week for all 12 months of the year based on average daily hours and whose service as a benefited employee has been uninterrupted as follows:

After Completion of:

5	years	\$300	16	years	\$800
6	"	325	17	"	800
7	"	375	18	"	800
8	"	400	19	"	1000
9	"	450	20	"	1000
10	"	500	21	"	1000
11	"	550	22	"	1000
12	"	600	23	"	1000
13	"	650	24 years & after		1200
14	"	700			
15	"	800			

Payment shall be made the first pay period following the anniversary date of initial employment. The payment shall be subject to a retirement deduction provided by M.G.L. 32B, and, for the purpose of retirement allowance provided by said statute, shall be considered as salary or wages. To be eligible for the payment, an employee must be employed by the Town at the date of payment and service must be uninterrupted to get credit for the service time toward a longevity payment.

ARTICLE XI – CLOTHING ALLOWANCE

- A. **A newly hired employee will be supplied equipment items as determined by the Chief.**
- B. **Employees will receive an initial clothing allowance credit when hired, a second credit on the July 1 that occurs at least 12 months after the hiring credit and a credit on every July 1 thereafter. Each credit will be for \$300 (three hundred dollars). An employee will be reimbursed from the credit for documented work clothing purchases approved by the Chief or his designee.**

ARTICLE XII - BEREAVEMENT

A leave with pay up to a maximum of three (3) working days, calculated at straight time hourly earnings, shall be granted by the department head upon request by the employee in the case of death in an employee's immediate family: i.e., spouse, child, legal ward, parent, sister or brother, grandparent, grandchild, a member of the immediate household, or spouse's immediate family. Use of up to an additional three (3) days of accrued time may be granted by the department head upon request by the employee.

ARTICLE XIII - JURY DUTY

Any regular full-time or regular part-time employee called for jury duty shall be paid the difference between their regular pay, as calculated herein, and the compensation received by them as a juror,

exclusive of travel allowances. Any employee summonsed as a witness on behalf of the Town shall receive full pay and shall return to the Town Treasurer any amounts given for witness fees, exclusive of travel allowance.

ARTICLE XIV - MILITARY LEAVE

- A.** Any regular full-time employee who is a member of any United States Reserve Unit, or any component of the United States Reserves, shall be paid the difference between their regular pay, calculated at straight time hourly earnings times normal work week hours, and their service pay for training or emergency duty, not to exceed seventeen (17) days in any one (1) **fiscal** year. Proof of service and pay rate, satisfactory to the Town Manager or designee, shall be submitted. A copy of orders must be on file with the appropriate department head.
- B.** Any regular full-time employee who is drafted or who enlists in the Armed Services during any wartime emergency shall be granted military leave. Within sixty (60) days of release, they shall be reinstated, if they so desire, to the same or a comparable position. They shall be given the benefits of all increased rates of pay and vacation status as if their services had been continuous.

ARTICLE XV - FAMILY AND MEDICAL LEAVE

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- A.** Twelve workweeks of leave in a 12-month period for:
- the birth of a child and to care for the newborn child within one year of birth;
 - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - to care for the employee's spouse, child, or parent who has a serious health condition;
 - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**
- B.** With the approval of the Town Manager, additional FMLA may be granted, up to a total of 26 weeks FMLA, for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Employees must provide 30 days advance notice when the leave is foreseeable. The Town will require medical certification to support a request for leave because of a

serious health condition, and may require second or third opinions (at the Town's expense) and a fitness for duty report, to return to work.

At the beginning of the Family and Medical Leave, certain types of paid leave (i.e. sick, vacation or personal) may be substituted for unpaid leave.

Upon return from family and medical leave to employment, prior to or upon the expiration of the twelve (12) week period, the employee will be restored to his/her previous position or equivalent position with the same status, pay and length of service credits as at the time of said employee's leaving.

ARTICLE XVI - SUBSTANCE ABUSE POLICY

Substance Abuse Policy:

The Town of Foxborough is committed to protecting the health, safety and welfare of its employees by providing a work environment that is free of substance abuse. The Town intends to preserve its professional standards of excellence and will not allow substance abuse to impede our ability to provide our citizens with quality municipal services.

Accordingly, the Town has developed the following guidelines on controlled and illegal substances. These guidelines are designed to ensure our workplace is safe and productive. They articulate the Town's position that substance abuse will not be tolerated. The guidelines also reflect our concern for employees who have a substance abuse problem and encourage those individuals to seek counseling and treatment.

The Town emphasizes its commitment to the welfare of its employees and citizens and to a quality work environment that is free of substance abuse.

Treatment and Assistance:

The Town supports its employees in seeking professional help and treatment of substance abuse problems which may affect their personal lives or job performance. To that end, the Town's sick leave program is available to any Town employee pursuing treatment of a substance abuse problem through their medical doctor or a treatment facility specializing in substance abuse problems.

An employee's job will not be jeopardized for seeking help for substance abuse problems **before it affects the employee's job performance**. However, such participation by itself does not protect an employee from appropriate disciplinary action should there be a breach of the conditions of employment, a violation of general Town of Foxborough policies and procedures or should job performance fall below an acceptable level.

Substances Addressed:

The following are definitions of substances that are subject to the Guidelines (The definitions are supplied for informational purposes only and are not meant to be all-inclusive):

1. Alcohol: Includes alcoholic beverages such as: beer, wine, liquor cordials, etc.
2. Controlled/Illegal Substances: Includes all forms of drugs and chemicals such as: stimulants, narcotics, depressants, hallucinogens and other substances prohibited or restricted by law. Such items include but are not limited to: tranquilizers, heroin, crack, marijuana, LSD, cocaine, etc. Controlled/illegal substances also pertain to any prescription drugs or chemicals not used for their appropriately prescribed use or purpose. (Medically prescribed drugs used in prescribed manner do not fall under the definition of controlled/illegal substances).

Prohibited Activities:

The following activities are prohibited for all Town of Foxborough employees:

1. The consumption of alcohol on any of the Town's office or work premises, whether or not the consumption takes place during regular business hours. This does not apply to appropriate use at Town-sponsored functions, events or meals.
2. Possession on Town office or work premises of any alcohol container that is not in its original manufacturer's container with unbroken seals (except for Town-sponsored events as noted above).
3. The possession, use, sale, purchase, transfer, transportation or distribution of controlled/illegal substances on the Town's office or work premises or while engaged on Town business away from the Town's office or work premises.
4. Consumption of alcohol, use of controlled/illegal substances, or being under the influence of such, while on duty or immediately prior to reporting for duty to the extent that they tend to interfere with an employee's job performance, cause the employee to be a potential safety risk to himself or herself, the public, or the employee's co-workers or unnecessarily risks damage to Town property.

Disciplinary Action and Possible Consequences

Employees are subject to disciplinary action, which may include termination, if they:

1. **Engage in any of the prohibited activities described above, or**
2. **Engage in such prohibited activities which result in, or cause, actual or potential adverse publicity affecting the Town's practice, reputation or its ability to serve the public.**

Reporting Procedures:

1. Procedures

Procedures for reporting substance abuse problems should balance the Town's intolerance for substance abuse with the privacy, trust and concern of employees. To this end, the following guidelines are intended to be a framework for dealing with substance abuse problems:

- a. Any employee who has a reasonable suspicion or who observes prohibited substance abuse actions by a co-worker, subordinate or superior must bring the matter to the attention of the Employee's Supervisor, **Department Head** and/or the Town Manager. The Supervisor shall bring the matter to the attention of the Town Manager or his designee. In no event should these matters be discussed with any other employee.
- b. Any suspicion or confirmation of substance abuse is a sensitive matter and is to be handled in a confidential, reasonable and professional manner by the parties concerned. Any employee who violates the confidential nature of such information by discussing these matters with anyone other than the individuals described above may themselves be subject to disciplinary action which may include termination.

2. Searches and Testing

To protect the health, safety and welfare of its employees, the Town reserves the right to require any employee to submit to a search of their personal property and/or testing when probable cause exists as to the possession and/or consumption of controlled or illegal substances as described under **Prohibited Activities**. Probable cause is defined as an apparent state of facts and/or circumstances found to exist which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics. The Town reserves the right to search all areas of Town office property, as well as employees' personal property brought onto Town office property, including but not limited to offices, files, briefcases, desks, (lockers), etc. All searches and tests will be conducted only by personnel with the express authorization of the Town Manager or his designee.

Furthermore, the Town reserves the right to require a suspected employee to submit to chemical and/or medical tests administered by a qualified physician or laboratory of the Town's choice or to submit to a breathalyzer test administered by a qualified breathalyzer operator. The Town will use the testing company and testing methods used by the Town to perform such testing for DPW employees required to have CDL licenses. If this test result is positive, the employee may be requested to undergo more precise tests. An employee's failure to comply with the Town's request for a search and/or test is grounds for disciplinary action which may include dismissal.

ARTICLE XVII – HOURS OF WORK

- A. **Generally, the work schedule for full time employees will be a repeating cycle of five (5) consecutive days on and two (2) consecutive days off, including**

weekends and holidays, on the following shifts: 8:00 AM to 4:00 PM; 4:00 PM to 12:00 AM; and 12:00 AM to 8:00 AM.

The Chief may, from time to time, establish other shifts to meet the Department's operational needs, e.g. and impact shift (May to October) or other seasonal shifts (e.g. Christmas), provided that:

- (1) Except in the case of an emergency, a minimum of fourteen (14) days notice is given;
 - (2) Volunteers are sought for such shifts; and
 - (3) In the absence of volunteers, the most junior employee(s) will be assigned.
- B. Before any change to the general work schedule (section A above), the Town will provide the Union with at least 30 calendar days' notice and meet with the Union within seven (7) calendar days of the notice.
- C. Employees who mutually agree may swap shifts for up to ninety (90) days as long as such agreement: (1) is reduced to writing, (2) is approved by the Chief or the Chief's designee, (3) imposes no additional cost or obligation upon the Department/Town, and, (4) provided that the employee initially scheduled to work the shift is fully responsible for working the shift even if, for any reason, the employee who has agreed to do so, fails to do so; the Department/Town shall not be responsible for enforcing any aspect of any agreement or claimed agreement between employees to swap shifts.

ARTICLE XVIII – COMPENSATION

Current salary schedule (attached) will increase 2% (two percent) effective July 1, 2014.

An employee who achieves at least a satisfactory performance evaluation for the prior full year of service, as determined by the Chief or his designee, will advance one (1) step on the salary schedule on June 30, 2015, with the compensation first paid for work performed on or after July 1, 2015. *Because of the less than adequate time period for completing evaluations following the settlement of the July 1, 2014-June 30, 2015 Contract, an employee will receive a step increase on June 30, 2015 unless the employee has been suspended without pay during FY 2015.*

ARTICLE XIX – SHIFT DIFFERENTIAL

- A. Employees shall receive \$2.50 for every 4 p.m.- midnight shift worked and \$3.00 for every midnight-8 a.m. shift worked.
- B. Night differential pay shall be considered regular compensation for pension purposes to the extent permitted by law.

ARTICLE XX--OVERTIME

- A. When the Chief or his designee determine that dispatching hours, including a full shift, need to be filled, the hours shall be offered first to a member of the bargaining unit under a procedure designed to distribute such hours relatively equally among such members, then to part-time dispatchers, police officers or other individuals outside of the bargaining unit. If no one is voluntarily available to fill the hours, the Chief will hold over a dispatcher for all or part of the next shift, and/or order in a dispatcher to work. Ordering in will be done on a rotating basis.
- B. The overtime rate shall be 1.5 times the employee's base hourly rate. It will be paid for all hours worked in excess of 8 hours per day or 40 hours per week.

ARTICLE XXI- DISCIPLINARY ACTION

- A. No employee shall be *disciplined*, suspended or dismissed except for just cause. Verbal discipline, such as counseling, warnings or reprimands, shall not be grievable or arbitrable.
- B. At any hearings or interviews where an employee's job is in jeopardy, the employee has the right to a representative (who may be an attorney) present on his behalf. Investigatory interviews shall not be unduly delayed by reason of the unavailability of a representative.

ARTICLE XXII – LEAVE OF ABSENCE

In the discretion of the Chief, in consultation with the Town Manager, an employee may be granted a leave of absence for up to one year which may include the use of any other form of leave to which the employee is entitled. The Town's decision shall not be grievable or arbitrable. Any other entitlement to leave shall be included in this period.

ARTICLE XXIII – SENIORITY

- A. Seniority within the Union shall commence from the date of appointment as regular members. Any employee who has part time service will be prorated based on a 40 hour workweek.
- B. Seniority shall not be broken by vacation time, sick time, injury time, temporary lay-off, or any approved leave of absence, or any call to Military Service for the duration.

- C. **If any employee leaves voluntarily, his reinstatement to his original seniority will be restored upon continuous service for a period of twice the length of the absence.**
- D. **When a permanent opening occurs within a shift, the senior employee who requests the same in writing shall be given the vacancy provided, however, that the vacancy shall be posted in a conspicuous place for at least three (3) days prior to filling said opening. If the senior employee is not given the vacancy, the Chief of Police will supply him with a reason why he has not been granted the vacancy and his decision shall not be grievable or arbitrable.**
- E. **For purposes of bidding shifts and selecting vacations, seniority shall commence from date of appointment. Shift bid will occur at least once a year, to take effect on July 1, any time a new employee completes her/his probationary period and is ready to begin working solo shifts and at other times if the Chief determines it is necessary. The Police Chief may override any shift bid if he determines that it is in the best interests of the Department and the decision shall not be grievable or arbitrable.**

ARTICLE XXIV. HEALTH INSURANCE

- A. Notwithstanding any other provision of this Agreement, including without limitation any related to health insurance, the Union acknowledges that the Town has the right to make changes to health insurance under the provisions of c. 69 of the Acts of 2011, amending M.G.L. c. 32B (“Health Insurance Reform Statute”) or, if the change is not encompassed by the Health Insurance Reform Statute, by meeting any bargaining obligation.
- B. The June, 2013 Memorandum of Agreement [801 CMR 52.04](4) by and between the Town of Foxborough and the Foxborough Public Employee Committee (“2013 PEC Agreement”) is incorporated by reference.

ARTICLE XXV – REDUCTION IN FORCE

- A. In the event that, for reasons of economy or reorganization, it becomes necessary for the Town of Foxborough to reduce the number of employees in the bargaining unit, in determining which of its employees are to be reduced, the Town will take into consideration the qualifications of such employees, the quality of their past performance and their seniority.. Where, in the opinion of the Town, the qualifications and quality of performance of employees are substantially equal, employees will be reduced in the order of reverse seniority as employees of the department.

- B. Employees, whose employment is so reduced will be considered for reemployment by the Town in the inverse order of their layoff a period of one (1) year from the effective date of their termination, if they inform the appointing authority in writing of their desire to be considered.
- C. An employee who is re-employed by the Town within said one (1) year period after being reduced under the provisions of this Article, shall have restored the unused sick leave accumulated at the time of the reduction. Years of service will remain uninterrupted for purposes of seniority.
- D. Employees whose employment date with the Town is the same day as another employees shall be reduced on the basis of a lottery drawn by the Town.

ARTICLE XXVI – NO STRIKE

- A. No member of the bargaining unit shall engage in, induce or encourage any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, 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.
- B. The Union neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, or other withholding of services from the Employer, 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, including upon termination of this Agreement.
- C. The Union agrees further that should any employee or group or group of employees covered under this Agreement **or otherwise employed by the Town** engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.
- D. Violation of this Article or refusal to cross any picket line in the performance of duty will be a violation of this Agreement and will be cause for disciplinary action by the Town against an employee, and such other action that the Town may deem appropriate.
- E. The Town may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement, file an action in the court of appropriate jurisdiction to enforce this Article.

ARTICLE XXVII - STABILITY OF AGREEMENT

- A. This Agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiations. Anything not specifically included in this Agreement expressly or by reference, including without limitation provisions of the Town's Revised Consolidated Personnel By-Law, is not a part of the Agreement.
- B. No prior 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.
- C. The failure of the Town to insist, in any one or more instances, 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 to future performance of any such term or condition and the obligation of the Union to such future performance shall continue in full force and effect.
- D. No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the Board of Selectmen or its designee.

ARTICLE XXVIII - SAVINGS CLAUSE

Should any provision of this Agreement or any supplement thereto become invalid by an act of the Legislature or decision of a court or tribunal of competent jurisdiction, or if compliance with enforcement of any such provisions should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate for a satisfactory replacement for any such provision.

ARTICLE XXIX - DURATION

This Agreement shall be in effect from July 1, 2014-June 30, 2015.

TOWN MANAGER

William Keefe

**FOXBOROUGH PUBLIC SAFETY
DISPATCHERS ASSOCIATION**

W. Little

BOARD OF SELECTMEN

Joseph A. Bue

John B. ...

Vigorella de Cassala

James J. ...

Robert ...

Date

4/14/2015

Date

4/14/2015

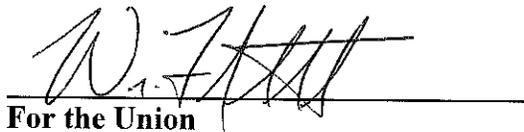
SIDE LETTER

SIDE LETTER: Dispatcher William Fitzpatrick had prior part time and full time service as a Foxborough Public Safety Dispatcher from July 2007-July, 2008 and January, 2010-July, 3, 2011. His break in dispatching service between July, 2008 and January, 2010 was to spend time working as an out of state Police Officer. Notwithstanding his past dispatcher service and police experience, he was placed on the entry level step when he returned to work as a full time Public Safety Dispatcher in July, 2011. Based on these circumstances, Fitzpatrick will be placed on Step 4 on the salary schedule effective June 30, 2015 in accordance with the provisions of Article XVIII. Compensation.

Dispatcher Robert Randall had 16 months of part time service as a Foxborough Public Safety Dispatcher, from 1/124/10-5/24/11. Notwithstanding his past dispatcher service, he was placed on the entry level step when he was appointed a full time Public Safety Dispatcher on May 25, 2011. Based on these circumstances, Randall will be placed on Step 3 on the salary schedule effective June 30, 2015 in accordance with the provisions of Article XVIII. Compensation.

This shall not establish a precedent for any pending or future matter.


For the Town


For the Union

4/14/2015
Date

4/14/2015
Date