

**MEMORANDUM OF AGREEMENT Between
FOXBOROUGH PUBLIC SAFETY DISPATCHERS ASSOCIATION/MassCOP LOCAL 440, AFL-CIO and
THE TOWN OF FOXBOROUGH**

March 31, 2016

1. Article V – Grievance and Arbitration Procedure

Insert Grievance Language

Add introductory language as follows: Nothing herein contained will be construed as limiting the right of any employee to discuss a matter informally with an appropriate administrator, and having it adjusted without the intervention of the Union and the Town provided the adjustment is not inconsistent with the terms of this agreement and a representative of the Union and the Town are afforded the opportunity to be present and participate in the discussion. During the informal proceeding, the time limit for filing a grievance at Level One may be extended by mutual agreement of the Union’s designee and the Director or designee provided that said agreement is set forth in writing.

There shall be a Grievance Committee representing the Union made up of not more than three (3) permanent members of the Dispatch Association.

A grievance is defined as a dispute concerning the interpretation or application of an express, specific provision of this Agreement, and may be processed under the following procedure:

Written grievances shall:

- a) state the date of the alleged violation;
- b) list the express provision(s) alleged to be violated;
- c) specify in reasonable detail the facts supporting the alleged violation, and
- d) state the remedy requested.

A standard grievance form that includes sections for each of the elements of the above sections for written grievances shall be used for filing grievances.

B. Procedure:

Step 1:

Grievances must be first presented by the employee and/or the Union Representative to the Superior Officer involved within thirty (30) days of when the affected employee knew or should have known of the occurrence of the event giving rise to the grievance. An earnest effort shall be made to adjust the grievance in an informal manner within seven (7) days of its presentation. The aggrieved employee may communicate with his representative over the

Department communication system, telephone, or other available means to advise him of the employee and/or the Representative to be excused for a reasonable period (as determined by the Superior Officer) from their regular duty without loss of pay for the purpose of a meeting to discuss the grievance.

Step 2:

If the grievance is not resolved in Step 1, the grievance shall then be reduced to writing by the Union and presented to the Chief of Police. The written grievance must be submitted to the Chief within seven (7) days after the grievant first becomes aware in Step 1 that the matter will not be resolved to the grievant's satisfaction. The Chief or, in his absence, his representative, shall meet with the Grievance Committee within seventy-two (72) hours from the time the grievance is presented to him and he shall answer the grievance in writing within twenty-four (24) hours after the meeting.

Step 3:

If the grievance is not resolved in Step 2, the Grievance Committee may pursue the complaint with the Board of Selectmen by submitting it to the Town Manager attached to a completed Step 3 Submittal Form provided by the Town. The submittal must be within seven (7) days from receipt of the Step 2 answer, exclusive of Saturdays, Sundays and holidays. The Board of Selectmen shall meet with the Grievance Committee within thirty (30) days to discuss the grievance and will answer the grievance in writing within ten (10) days after the meeting ends.

Step 4:

If the grievance is not adjusted satisfactorily in Step 3, it may thereafter be submitted within forty-five (45) days of when the Step 3 answer is due to the American Arbitration Association for arbitration in accordance with its rules. The parties hereto shall share equally in the cost of the arbitration proceedings.

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 to modify the scope of the hearing. The Award of the Arbitrator shall be final and binding upon the parties covered in this Agreement.

All time limits herein shall consist of calendar days. The time limits shall be considered maximum time limits unless extended by mutual agreement in writing. Failure of the employee or the Union to act on the grievance within the prescribed time limit will act as a bar to any further appeal. The failure of the Board of Selectmen and/or any of its agents to give a decision within the time limits shall only permit the Union to proceed to the next step.

2. Article VI

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: *Insert Town of Foxborough Vacation Policy. Hold for presentation on 3/31/16*

3. Article XIX Shift Differentials –

- A. Employees shall receive \$4.50 for every 4 p.m. - midnight shift worked and \$5.50 for every midnight – 8 a.m. shift worked.
Add new (B)
- B. Employees shall receive \$4.00 per shift for training a new dispatcher, provided the training occurs during at least 6 hours of an 8 hour shift.
- C. Night differential pay shall be considered regular compensation for pension purposes to the extent permitted by law.

4. Article XVII

Compensation – see attached compensation plan

FY 16 2%

FY 17 2%

FY18 2%

Performance Evaluations will be conducted between May 15 and June 15 on an annual basis. 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 July 1, 2016 and July 1, 2017. Newly hired or promoted employees will eligible for July step increase if hired or promoted between July 1-January 31 of the previous year. Employees promoted or hired between Feb 1- June 30 will need to wait until the next full year cycle to be eligible for July 1 step increase. Employees who have reached the maximum step will still receive an annual evaluation.

OR

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 July 1, 2016. The performance evaluation process The parties shall agree on a performance evaluation document by June 1, 2016.

5. Article XXIV – Health Insurance –

Update to reflect new Memorandum of Agreement 801CMR52.04(4) by and between the Town of Foxborough and the Foxborough Public Employee Committee.

6. Article XXV – *to be determined when more information is available*(language in preparation for possible Regional Dispatch Agreement) **Union to submit questions/concerns to Bill K.**

7. Introduction of Tuition Policy (see attached)

In witness whereof, the parties hereto set their hands and seal by their duly

authorized representatives this 12th day of April, 2016.

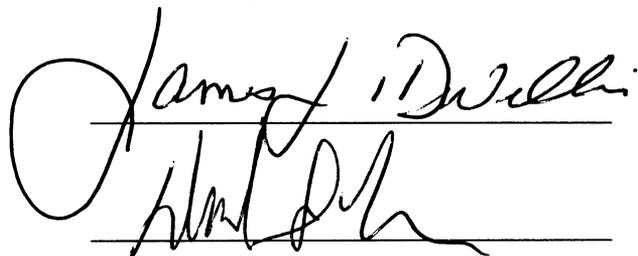
TOWN MANAGER

MassCOP Local 440





BOARD OF SELECTMEN









Dispatch Pay Plan- Effective July 1, 2016

Job Code	Job Title	Fiscal Year	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Maximum	
T235	Dispatcher	07/01/15-06/30/16	Hourly Rate	\$22.02	\$22.57	\$23.13	\$23.73	\$24.31	\$24.91	\$25.53	\$26.16	\$26.84	\$27.50	
			Biweekly Rate	\$1,761.60	\$1,805.60	\$1,850.40	\$1,898.40	\$1,944.80	\$1,992.80	\$2,042.40	\$2,092.80	\$2,147.20	\$2,200.00	
		07/01/16-06/30/17	Hourly Rate	\$22.46	\$23.02	\$23.59	\$24.21	\$24.80	\$25.41	\$26.04	\$26.68	\$27.38	\$28.05	\$28.61
			Biweekly Rate	\$1,796.80	\$1,841.60	\$1,887.20	\$1,936.80	\$1,984.00	\$2,032.80	\$2,083.20	\$2,134.40	\$2,190.40	\$2,244.00	
		07/01/17-06/30/18	Hourly Rate	\$22.91	\$23.46	\$24.06	\$24.69	\$25.30	\$25.92	\$26.56	\$27.21	\$27.93	\$28.61	\$29.33
			Biweekly Rate	\$1,832.80	\$1,876.80	\$1,924.80	\$1,975.20	\$2,024.00	\$2,073.60	\$2,124.80	\$2,176.80	\$2,234.40	\$2,288.80	
T220	Dispatch Supervisor	07/01/15-06/30/16	Hourly Rate	\$23.75	\$24.34	\$24.94	\$25.56	\$26.21	\$26.87	\$27.54	\$28.22	\$28.93	\$29.66	
			Biweekly Rate	\$1,900.00	\$1,947.20	\$1,995.20	\$2,044.80	\$2,096.80	\$2,149.60	\$2,203.20	\$2,257.60	\$2,314.40	\$2,372.80	
		07/01/16-06/30/17	Hourly Rate	\$24.23	\$24.83	\$25.44	\$26.07	\$26.73	\$27.41	\$28.09	\$28.78	\$29.51	\$30.25	
			Biweekly Rate	\$1,938.40	\$1,986.40	\$2,035.20	\$2,085.60	\$2,138.40	\$2,192.80	\$2,247.20	\$2,302.40	\$2,352.80	\$2,420.00	
		07/01/17-06/30/18	Hourly Rate	\$24.72	\$25.33	\$25.95	\$26.59	\$27.27	\$27.96	\$28.65	\$29.36	\$30.10	\$30.86	
			Biweekly Rate	\$1,977.60	\$2,026.40	\$2,076.00	\$2,127.20	\$2,181.60	\$2,236.80	\$2,292.00	\$2,348.80	\$2,408.00	\$2,468.80	

*Contract unsettled at time of printing

 **DRAFT**



TOWN OF FOXBOROUGH
EMPLOYEE PERFORMANCE APPRAISAL
PUBLIC SAFETY DISPATCHER

Name: _____ *Position* _____

EMPLOYEE DEVELOPMENT  **DRAFT**

1. MAJOR STRENGTHS AND COMMENDATIONS:

(Identify specific accommodations and positive performance factors)

2. RECOMMENDATIONS: AREAS FOR GROWTH AND/OR IMPROVEMENT

(Specific tasks where growth and/or improvement is needed. Identify goals for employee development for the upcoming months.)

Supervisor's signature

Date

Lieutenant's Signature

Date

EMPLOYEE COMMENTS:

Please take this opportunity to express your comments. Any difference of opinion should be discussed with your supervisor.

Employee's Signature

Date

My signature implies neither approval nor disapproval. It only indicates that I have read the above evaluation.

EVALUATION CRITERIA	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	SUPERIOR	OUTSTANDING
I. Productivity –works up to personal potential	<input type="checkbox"/>				
II. Accuracy – Detailed follow through on log entries, call taking, dissemination of information	<input type="checkbox"/>				
III. Knowledge of and adherence to Police and Fire SOPs	<input type="checkbox"/>				
IV. Attendance/Punctuality Appearance	<input type="checkbox"/> <input type="checkbox"/>				
V. Communication Skills – within departments and with general public	<input type="checkbox"/>				
VI .Proficiency with required technology	<input type="checkbox"/>				
OVERALL RATING	<input type="checkbox"/>				