

# **Agreement**

Between

**Town of Uxbridge**

and



**CTW-CLC**

**Town Employees**

**Group B - Dispatchers**

July 1, 2023 - June 30, 2026

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## **ARTICLE 1 - RECOGNITION**

Pursuant to M.G.L. Chapter 150E, the Town Manager of the Town of Uxbridge, Massachusetts (the "Employer") recognized Local 888 of the Service Employees International Union (SEIU), Local 888, CTW-CLC (the "Union") as the sole and exclusive bargaining unit for the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment.

The bargaining unit GROUP B - DISPATCHERS shall consist of Full Time and Permanent Part Time Dispatchers of the Police Department only. Going forward, Group B - Dispatchers will negotiate independently of Group A. Group B will appoint their own Union Steward.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

1. Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the Town's operations, working force and facilities are exclusively vested in the Town. Without limiting the generality of the foregoing, the Town has the right to plan, direct and control the Town operations and working force, to hire, transfer, promote, assign and lay off employees, to demote, suspend, discharge, or take other disciplinary action against employees for just cause, to evaluate employees, determine the hourly, daily and weekly schedules of employment, the work tasks and standards of performance for employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom, and the extent to which it may have things done by its own equipment, facilities and employees or by others, to make, administer and enforce reasonable work rules and regulations, to take whatever action may be necessary to carry out its work in situations of emergency, all such rights being vested exclusively with the Town.
2. Any of the rights, powers and authorities which the Town had prior to entering into this collective bargaining agreement are retained by the Town, except as modified by this Agreement.
3. Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Town which may not be granted or waived by the Town under the statutes of the Commonwealth of Massachusetts.

### **ARTICLE 3 - UNION DUES/ ROSTER/ ORIENTATION**

#### **Dues Deduction**

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms, Deductions will be promptly transmitted to the Union by electronic transfer (at the time ACH becomes available). Along with the payment, an employee payroll roster will be submitted on a monthly basis, including any employee in a bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

#### **Employee Rosters**

Employer will maintain a list of employees covered under this Agreement that will be made available to the Union upon request.

#### **Orientation**

When the Employer hires new employees, who are members of the bargaining unit, one-half hour shall be allotted to the Union to meet with such employees. The Employer shall notify the Union Stewards upon the hiring of a new employee.

### **ARTICLE 4 - NON-DISCRIMINATION**

The Employer shall not discriminate against any employee because of race, creed, color, sex, age, ethnic background, handicap(s), or Union affiliation.

### **ARTICLE 5 - WORK HOURS / WORK WEEK**

The regular hours of work each day shall be consecutive.

All Full-time Dispatchers plus all subsequent new hires will be scheduled on a four (4) day on, two (2) day off basis.

All Permanent Part-time Dispatchers will be scheduled on a two (2) day on, four (4) day off basis.

Shift assignments are as follows: 7:00am to 3:00pm, 9:00 - 5:00, 3:00pm to 11:00pm, 11:00pm to 7:00am.

Split shift is 2 days 11:00pm to 7:00am, 2 days 3:00pm to 11:00pm.

#### **ARTICLE 6 - REGULAR FULL TIME EMPLOYEES/ PART TIME EMPLOYEES**

An employee who works twenty (20) or more hours weekly and who maintains continuous, regular employment status shall be considered a **regular full-time employee**. Upon written approval by the Employer, under special conditions (i.e., illness, injury, etc.) a full-time employee may work less than customary hours for a specified, short term, not to exceed three (3) months, without losing full-time employee benefits.

Paid leave (i.e., vacation, paid holidays, sick time, personal time) shall be calculated by using the actual hour work day times the rate of pay per hour.

An employee who works ten (10) or more hours per week, but less than a regular full-time employee, shall be considered a **regular part-time employee**. Each regular part-time employee shall be entitled to benefits established by this collective bargaining agreement, on a pro-rated basis. The pro-ration of benefits under this Article shall occur on June 30th of each year, based on the average number of hours per week worked by a regular part-time employee for the preceding fiscal year.

#### **ARTICLE 7 - PROBATIONARY PERIOD**

Newly hired employees shall serve a probationary period. The probationary period shall start on the date of hire by the Town and continue for six (6) months. The probationary employee shall be entitled to the following benefits, as provided to all other employees covered under this Agreement:

1. Health and Life insurance benefits
2. Holiday and Jury Duty Pay
3. Bereavement Leave
4. Family and Medical Leave
5. Accrual of Sick and Vacation Leave

During the probationary period an employee is not entitled to use paid vacation, personal and/or sick leave.

Probationary employees shall not have seniority rights and may be disciplined, including discharge, at the discretion of the Town, and such action shall not be subject to the provisions of Article 12, Grievance Procedure, of the Agreement.

## **ARTICLE 8 - UNION STEWARD**

The Union shall notify the Employer of the identity of the Steward immediately after he/she has been appointed. The Steward shall not be denied the time requested to investigate grievances and discuss grievances with the Town Manager or their designee as required by the Union.

In the event the Steward is unavailable, due to any type of leave or day off, the union may designate a member as a fill in Steward.

## **ARTICLE 9 - OVERTIME**

All work performed by the employee in addition to their regular work hours or in addition to the employee's work week – except changes made for the employee's convenience (shift swaps)- will be paid at the employee's overtime rate.

Overtime will be offered to full time dispatchers on the right of first refusal for absence. Overtime shall be distributed to the senior employee with the least amount of overtime hours including comp hours. In the event that there is no full-time dispatcher available, then a part time dispatcher may be called to fill the shift. If neither a full time or part time dispatcher is available, then the Chief will have the discretion to hold over an employee for four (4) hours and call in a second employee for the remaining four (4) hours, in advance of the employee's normal shift.

In the event that a full-time dispatcher is also a part time Police Officer within the Town of Uxbridge, any hours worked as a Police Officer will be counted towards overtime, for the purpose of awarding overtime shifts.

Any Dispatcher replacing the Administrative Assistant for Payroll or other job functions, shall be paid one (1) hour of overtime OR one and one half (1½) hours of comp time per occurrence.

Any Dispatcher in the FTO position (training a new Dispatcher) shall be paid one (1) hour of overtime OR one and one half (1½) hours of comp time per training shift.

## **ARTICLE 10 - SENIORITY**

Seniority shall be defined as the length of continuous service in any position within the bargaining unit from the first day of employment. Contractual and/or other authorized leaves of absence will not be considered a break in seniority. Work performed in other Town departments will be credited towards length of service in determining eligibility for benefits (i.e., vacations, sick leave, personal leave, etc.), but will not be credited toward continuous service in computing bargaining unit seniority (i.e., job bidding, reduction in force, etc.).

## **ARTICLE 11- EMPLOYEE EVALUATIONS**

At least once a year, and at regularly scheduled intervals, all employees subject to this Agreement shall be evaluated by their supervisors. These evaluations shall be performed on forms generally acceptable in normal personnel functions. Prior to each evaluation period, the supervisor shall meet with the employee and inform the employee of the general performance dimensions and current job description. Whenever there are major duty changes implemented because of technological changes or for other reasons, these changes will be reflected in an updated job description written by the supervisor and placed in the employee's personnel file. Employees will acknowledge receipt of a copy of the changed job description by signing the copy placed in the file, with a copy given to the employee. All evaluations shall be performed with the employee and supervisor and shall be conducted in a manner consistent with standard personnel procedures. All completed evaluation forms shall be maintained in confidential files in the office of the Town Manager.

## **ARTICLE 12 - DISCIPLINE AND DISCHARGE**

In instances where the integrity of the Town may be in jeopardy (felony convictions, moral turpitude), the Town Manager or their designated representative may suspend or discharge the employee immediately subject to the just cause standard.

Disciplinary procedures or measures shall be progressive and include only the following:

Step 1: Oral warning from the Department Head to the employee

Step 2: Written warning from the Department Head to the:

- a) Employee,
- b) Steward,
- c) Union National Representative.

Step 3: Suspension with written notice as in Step 2.

Step 4: Discharge with written notice as in Steps 2 and 3.

In cases of serious misconduct, the above steps may be accelerated. In cases involving mitigating circumstances, the above steps may be repeated.

Steps 3 and 4 may only be imposed by the Chief of Police and/or the Town Manager.

The Employer is encouraged to counsel their employees as needed prior to the implementation of the procedures of this Article.

The appeals process for any disciplinary action shall be consistent with the grievance policy, as stated in the CBA.



Disciplinary actions shall be removed from an employee's record if no infraction has occurred after two (2) years.

In unusual circumstances this Article may be altered by mutual agreement.

### **ARTICLE 13 - GRIEVANCE PROCEDURE**

Step 1. An employee, with or without the Union Steward, shall discuss orally, his/her grievance with his/her Department Head within thirty (30) calendar days of having been, or knowledge of having been, aggrieved. The Department Head's response shall be due, in writing, within ten (10) working days of the oral discussion.

Step 2. If the matter has not been settled at Step 1, the Union Steward and/or Representative, with or without the aggrieved employee, may submit the grievance to the Town Manager, in writing, within ten (10) working days of the due date of the Department Head's response. The Town Manager's decision shall be due within twenty (20) days of receipt of the grievance.

Step 3. If the grievance has not been resolved at Step 2, the Union and/or Representative, with or without the aggrieved employee, may submit the grievance to the Board of Selectmen, in writing, within ten (10) working days of the due date of the Department Head's response. The Board of Selectmen's decision shall be due within twenty (20) days of receipt of the grievance.

Step 4. If the grievance is still not settled, within thirty (30) days after the Board's response at Step 3, the Union and/or the Town may request arbitration through the State Board of Conciliation and Arbitration. Within fifteen (15) working days after notifying the Board of Selectmen in writing that it desires to arbitrate a grievance, the Union shall file for Arbitration. The decision of the Arbitrator shall be binding on both parties and shall be enforceable under and subject to the provisions of General Law Chapter 150E, as amended; however, the Arbitrator shall not have jurisdiction and authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendment or supplement thereto. The Arbitrator shall not have jurisdiction or authority to render any decision which conflicts with the statutes and applicable law of the Commonwealth of Massachusetts. The fees and expenses of the CMBCA/Arbitrator shall be borne equally by the Union and the Town.

If the employer fails to respond within the specified time limits the grievance will be moved to the next step. If the Union and/or employee fails to file or move the grievance forward within the specified time limits, the grievance will be considered dropped or settled

consistent with the Employer's last response. All responses must be in writing and within the specified time limits.

#### **ARTICLE 14 - HOLIDAYS**

The following are paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday (Presidents Day)	Columbus Day
Easter	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	

**Permanent Part Time Dispatchers** shall receive the following holidays: Juneteenth, July 4th, Labor Day, Thanksgiving, Christmas, Memorial Day.

If an employee works a holiday, he/she shall be compensated at one and one half (1½) times his/her regular rate of pay for all hours worked in addition to receiving straight time pay.

If a holiday falls on an employee's day off, another compensatory day off may be taken after the holiday's date.

The current practice of having all dispatchers elect a substitute day off when assigned to work on a holiday will continue. That practice results in the employee working on the holiday for straight time and then receiving an additional day's pay for the elected day off.

If an employee works their regularly scheduled shift on **Thanksgiving** or **Christmas**, they shall receive their regular pay, plus time and ½, in addition to the holiday day off during the same fiscal year.

All holiday hours earned but not taken by a Dispatcher during the fiscal year ending June 30, may be paid to the employee at the rate of straight time.

Requests for any PTO (paid time off) can be considered within 24 hours, provided it does not cause another dispatcher to be forced over, and it is subject to the approval of the Chief of Police or his designee.

## **ARTICLE 15 - VACATION**

<b><u>Length of Continuous Service</u></b>	<b><u>Annual Amount of Vacation</u></b>
Six (6) months but less than one (1) year	Five (5) working days
One (1) year but less than five (5) years	Ten (10) working days
Five (5) years but less than ten (10) years	Fifteen (15) working days
Ten (10) years but less than fifteen (15) years	Twenty (20) working days
Fifteen (15) or more years	Twenty-five (25) working days

The vacation year is July 1st through June 30th. Employees terminating employment prior to July 1st shall receive pro-rated vacation pay equivalent to that portion of the vacation year which was worked, measured from the previous July 1st.

Employees shall be allowed to carry over to the next vacation year a maximum of ten (10) unused vacation days. These ten (10) vacation days must be utilized by December 31st.

Vacation requests shall be made in writing at least one (1) week prior to the start of the vacation being requested. This is subject to the approval of the Chief of Police or his designee. Vacation approvals and/or denials shall be made, in writing, within three (3) working days.

Seniority shall be the determining factor in the granting of vacation requests. Requests for vacation shall not be unreasonably denied. In order to be granted by seniority, vacation requests made for the period between June 15th and September 15th must be submitted by March 1st. Any requests made after March 1st for vacations during this period will be granted on a first request basis, seniority will be the determining factor only if common requests are received, in writing on the same date.

The Union will agree to changing vacation to an accrual when accrual is the standard for all Town employees. Prior to any implementation, the parties agree to bargain the details and other concerns such as bargaining unit members receiving their allotment on July 1 of the year that this will be implemented, the details of the monthly accrual, and the amount of days allowed to carry over.

### **Permanent Part Time Vacation:**

<b><u>Length of Continuous Service</u></b>	<b><u>Annual Amount of Vacation</u></b>
Six (6) months but less than one (1) year	Two (2) working days
One (1) year but less than five (5) years	Four (4) working days
Five (5) years but less than ten (10) years	Six (6) working days

Ten (10) years but less than fifteen (15) years  
Fifteen (15) or more years

Eight (8) working days  
Ten (10) working days

### **ARTICLE 16 - PERSONAL LEAVE**

Each Full-time dispatcher shall receive yearly, three (3) personal days off without loss of pay or benefits. Permanent part time dispatchers shall receive ten (10) hours yearly. Dispatchers may select these days by giving forty-eight (48) hours' notice. This time may be shortened with consideration for emergencies.

### **ARTICLE 17 - LEAVE OF ABSENCE**

Employees covered by this Agreement may, at the discretion of the Chief of Police, be granted a leave of absence of up to two (2) weeks, without pay. Leave of absence requests for more than two (2) weeks must receive approval of the Town Manager.

An employee who feels he/she has been denied a leave of absence for unjust cause may grieve the decision directly at Step 2 of Article 13, Grievance Procedure.

Except as otherwise provided by law or agreement, all leaves of absence shall be without compensation and shall be subject to the approval of the Chief of Police and, in the instance of any such leave exceeding two (2) weeks, to the approval of the Town Manager.

### **ARTICLE 18 - FAMILY AND MEDICAL LEAVE**

The Town agrees to abide by the provisions of the Family and Medical Leave Act of 1993.

To the extent required by the federal Family and Medical Leave Act and the Massachusetts Small Necessities Leave Act, and subject to the requirements of same, employees shall be granted leave with neither wages nor other compensation nor benefits for up to twelve weeks in any calendar year. However, so far as is consistent with those statutes and regulations promulgated thereunder, the Town Manager must approve such use in writing, in advance, and may require:

- a) A written statement of the reason for such a leave request when the request is made (or as soon as practicable thereafter in case of emergency);
- b) Periodic reports as to when the employee expects to return; and
- c) Supporting documentation where deemed necessary or advisable.

The provisions of this paragraph are intended solely to recognize the requirements of the foregoing statutes, rather than add to same, and any issue with respect to same shall be subject to the grievance provisions of this Agreement. The Town Manager may in its sole discretion grant additional, unpaid leave for reasons which would qualify under the aforementioned statutes, but its decision as to any such request shall neither be subject to the grievance provisions of this Agreement nor subject to challenge in any other forum. In the case of any such leave, seniority for all purposes shall cease to accrue twelve weeks after the date the leave commences and no shall any benefits accrue during such leave.

Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Any authorization for a leave of absence shall be furnished to the employee by the Chief of Police, with the approval of the Town Manager, and it shall be in writing.

#### **ARTICLE 19 - MILITARY LEAVE**

Any employee who leaves to enter into active service of the armed forces of the United States shall be granted an unpaid leave of absence for the period of his/her military service. If the employee does not return to work for the Town within thirty (30) calendar days after being discharged by the military, he/she shall be deemed to have resigned from the Town's employment.

#### **ARTICLE 20 - BEREAVEMENT LEAVE**

For the purpose of this section, immediate family shall mean: mother, father, brothers, sisters, sons, daughters, spouses, step-parents, step-sons, step-daughters, and grandparents.

In the event of the death of an immediate family member of an employee or his/her spouse, he/she may be absent from work with pay as follows at the employee's discretion:

Five (5) days for a spouse, mother, father, sons, daughters.

Three (3) days for brothers, sister, grandparents, step-parents, step-sons, step-daughters.

One (1) day for an aunt or uncle.

#### **ARTICLE 21 - SICK LEAVE**

Each full-time employee shall be granted one and one-quarter (1 1/4) sick leave days (10 hours) per month. These days shall be credited on the first day of each month.

Permanent part time dispatchers shall be granted four (4) hours sick leave per month.

There shall be a limit of the amount of sick leave the employee is able to accrue of one hundred eighty-five (185) days.

Workers' Compensation may be supplemented with sick leave to equal the employee's weekly pay.

The Chief of Police may require a doctor's note when the employee is out for three (3) consecutive days.

Employees shall be allowed the option of using sick leave to care for an immediate family member or a family member who resides in his/her household.

In the event of hospitalization of an immediate family member, as defined in Article 20, Bereavement Leave, where the family member is on the danger list or in critical condition, the employee shall be allowed to use sick leave to be in attendance with that family member.

Employees will be notified each July 1<sup>st</sup> - July 15<sup>th</sup> and each January 1<sup>st</sup> - January 15<sup>th</sup> of their accumulated Sick Leave and Vacation Leave. The employee will then have thirty (30) days to challenge the accuracy of the notice.

Any employee on maternity leave shall be able to use sick leave, sick incentive time and vacation leave. Said employee shall also be paid for any holiday(s) that may occur during this paid leave.

#### **ARTICLE 22- -SICK LEAVE INCENTIVE**

Based upon a Full-time employee's scheduled weekly hours (40) at the end of the fiscal year (6/30/XXXX), the employee will be awarded sick leave incentive hours on 7/1 of the next fiscal year for the difference between their scheduled weekly hours (40) and sick time hours used in the past fiscal year.

Permanent Part Time Dispatchers shall receive 16 hours on 7/1, minus any sick hours used in the previous fiscal year.

#### **ARTICLE 23 - SICK LEAVE BANK**

1. There shall be a Sick Leave Bank for the use of bargaining unit employees in the event of an extended illness or accident which has depleted the employee's personal Sick Leave accumulation. Funding of the Sick Leave Bank by all SEIU members will be mandatory according to the terms set forth in paragraph two (2). The Sick Leave Bank will be restricted to those conditions as set forth in paragraph four (4).

2. Each July 1st, two (2) days from each employee's Sick Leave shall be allocated until the Sick Leave Bank has reached its maximum allocation of one hundred and eighty-five (185) days. An employee may voluntarily give additional allocations in excess of two (2) days per fiscal year in extenuating circumstances.

3. Sick Leave days allocated to the Sick Leave Bank shall be distributed to eligible employees by a majority vote of a committee to be comprised of three (3) members appointed by the Union. Each employee is eligible to receive up to forty (40) days. An employee may ask the Sick Leave Bank Committee for an extension of Sick Leave Bank time in extenuating circumstances and if the initial forty (40) days awarded has been used. The extension request shall be reviewed by the same Sick Leave Bank Committee which awarded the initial forty (40) days.

4. In order to be eligible for Sick Leave Bank distributions, employees must be permanent full- or part-time employees covered by this collective bargaining agreement with at least one year of service, have exhausted all personal Sick Leave, and have an extended illness or injury.

5. The committee established to distribute Sick Leave from the Sick Leave Bank must report each request and its action thereon to the Town Manager and the Department Head of the affected employee.

6. Denials of request for sick leave by the Sick Leave Bank Committee will not be grievable under Article 13.

#### **ARTICLE 24 - JURY DUTY**

In the event that an employee is required to serve any jury duty, the Town shall compensate said employee for the difference between the employee's regular pay for the period of said jury duty and the payment the employee received for such jury duty service, exclusive of travel allowance.

The employee must submit written documentation of such jury duty to the Town.

#### **ARTICLE 25 - SHIFT SWAPS**

Full Time and Permanent Part Time Dispatchers may swap shifts with each other, provided there is no additional cost to the Town, or not to exceed 16 working hours within a 24-hour period. The Chief of Police, or his designee shall be informed. Employees shall attempt to keep the swap within the same pay period if at all possible. Swaps may be for the full shift, or any part of a shift.

## **ARTICLE 26 - JOB POSTING AND BIDDING**

When a job vacancy occurs, or a new position is created, the position shall be posted within ten (10) working days. It shall be posted for a period of ten (10) working days. Any employee who desires to bid on such a job shall do so in writing. Applications will be taken from the public at the same time.

The first consideration for filling a position shall be from applicants within the department in which the position exists. If a choice cannot be made from within the department, applicants from other departments shall be considered based upon seniority.

The employee selected for the position shall be placed on a thirty (30) day trial period. This trial period is for both the employee and the Department Head to have a chance to find out if the employee can perform the job duties in a satisfactory manner. If the employee remains in the position beyond the thirty (30) day trial period, the employee will then be considered permanent in that position.

If the decision is made by the employee and/or Department Head that the employee does not possess the qualifications for that position, then the employee shall be returned to his/her former position and any other employee who has moved to another position as a result of the filling of that position shall be returned to his/her former position. The posting and bidding procedure shall then be repeated.

**SHIFT BIDDING:** The Town recognizes and will apply the principle of seniority in matters of shift assignments. Shifts shall be worked in order of seniority and any new dispatcher may be assigned to any shift for a period not to exceed six (6) months. Every August 15th and February 15th shift bids for dispatchers will be open. Dispatchers wishing to change shifts must notify the Chief thirty (30) days prior to a schedule change. Dispatchers must be notified of schedule changes to be implemented no later than September 15th and April 15th. Schedule changes shall be implemented October 1st and April 1st. Dispatchers will be allowed to rebid on shifts outside of this time if a vacancy occurs.

The Permanent Part Time position of two (2) days on, four (4) days off is not part of the above agreement.

Seniority will be defined as follows: Total length of unbroken full-time employment with the Town of Uxbridge as a Dispatcher.

## **ARTICLE 27 - INSURANCE COVERAGE**

Employees under the jurisdiction of this Agreement shall be covered by the Town's contributory Group Health and Life Insurance plans. It is agreed that the Town will grant to the employees



covered by this Agreement any and all improvements in insurance benefits offered to other Town employees.

The Bargaining Unit agrees to actively participate on the Chapter 32B Insurance Advisory Committee with the Unit's Steward acting as their representative.

The Town will have the discretion to select the plan(s) and/or vendor(s) with the caveat that any plan selected would have to be substantially equivalent to that currently in effect and provide the same opportunity for choice currently available to bargaining unit members and would require continued use of the advisory committee and recognize the Union's right to bargain over the impact of any change.

Effective upon the passage of the November 17, 2008 Memorandum of Understanding, the Town contribution rate for group health insurance shall be seventy-five percent (75%) and the employee contribution shall be twenty-five percent (25%). For employees hired after November 17, 2008, the Town contribution rate for group health insurance shall be seventy percent (70%) and the employee contribution shall be thirty percent (30%). The employee's contribution shall be deducted in equal amounts from each paycheck. The employees shall be entitled to receive either individual or family coverage. If all other Town bargaining units agree unanimously, the employee shall be responsible for the office and the Emergency Room co-pays as required by the insurance carrier. The Town agrees that all inpatient deductibles not covered by the insurance carrier shall be the responsibility of the Town.

Current employees accepting the recall to duty under Section 5, Article 36 shall return to the contribution rate paid by the employee at the date of departure.

## **ARTICLE 28 - SAFETY AND HEALTH**

Any employee who feels he/she is working under hazardous conditions must report such conditions to the appropriate Department Head. The Department Head will, in a timely fashion, investigate the condition cited by the employee and make a determination. If the Department Head determines a hazardous condition does exist, and provided the Department Head has the operational authority, the Department Head will take the necessary steps to correct the condition.

If discretionary funding is not available to the Department Head, then he/she will file a report with the Town Manager outlining the nature of the condition and requesting funding to address the condition.

If the employee is not reasonably satisfied, he/she may, without prejudice, exercise the steps as outlined in the grievance procedure.

## **ARTICLE 29 - EDUCATIONAL BENEFITS**

In instances where it is mutually agreed that educational course(s) and/or seminar(s) will strengthen an employee's skills for his/her job, the Town agrees to pay for the cost of attendance at such agreed upon training course(s) and/or seminar(s).

The Employer retains the discretion to determine whether or not an employee may attend such training course(s) or seminar(s). An employee's voluntary attendance at training course(s) or seminar(s) will not be paid for by the Town.

## **ARTICLE 30 - TRAINING**

Employees will be given adequate training upon the introduction of new equipment, procedures, or methods.

## **ARTICLE 31 - UNIFORMS**

Each full-time dispatcher covered by this Agreement shall receive a uniform allowance of three hundred dollars (\$300) per year and one hundred fifty (\$150) per year for each permanent part time dispatcher.

Dispatch uniform to be determined by the Chief of Police with consultation of the Union.

## **ARTICLE 32 - COMPENSATORY TIME**

Dispatchers will continue the practice of having the option to accrue compensatory time at a rate of one and a half (1 1/2) hours per one (1) hour overtime worked in lieu of receiving overtime pay.

No employee shall have more than forty (40) hours of compensatory time to his/her credit.

Requests to take compensatory time shall be made in writing to the Chief at least one (1) week prior to the start of the compensatory time being requested. Compensatory time approval is at the discretion of the Chief of Police or his designee. A shift that becomes vacant due to a dispatcher taking compensatory time shall not create an overtime opportunity and should be filled by a part time dispatcher. The practice of compensatory time is only applicable to the dispatchers within the bargaining unit.

### **ARTICLE 33 - LONGEVITY**

All employees covered under this Agreement shall be eligible to receive a longevity payment in accordance with the following terms:

Five (5) years but less than seven (7) years	Fifteen cents (\$0.15) per hour
Seven (7) years but less than twelve (12) years	Thirty cents (\$0.30) per hour
Twelve (12) to seventeen (17) years	Seventy cents (\$0.70) per hour
Seventeen (17) years or more	One dollar and ten cents (\$1.10) per hour

### **ARTICLE 34 - WAGES**

The salary schedule in effect on June 30, 2023 will be increased at each grade/step as follows:

7/1/2023	2.5%
7/1/2024	2.5%
7/1/2025	3%

The 10-year step includes a 2% increase over step1 after 10 years of service

The 20-year step includes a 3% increase over the 10-year step after 20 years of service

The 25-year step includes a 3% increase over the 20-year step after 25 years of service

The hourly wages for employees in Group B Dispatchers are set forth in Appendix A (attached).

The dispatchers covered by this bargaining agreement will receive an Emergency Medical Dispatcher ("EMD") differential of \$750 per year (\$0.3606/hour) to be included in the base salary for the state required professional EMD certification and to be paid as an addition to their hourly rate as set in **Appendix A - Salary Schedule**.

\*Effective July1, 2019 \$1,600 Stipend for Lead Dispatcher

Shift Differential: Effective July 1, 2023, a shift differential of three percent (3%) above an employee's base hourly wage shall be paid for second shift and four percent (4%) for third shift hours worked.

### **ARTICLE 35 - RETIREMENT BENEFITS**

The Town agrees to pay each full time and part time employee covered by this Agreement, or his/her designated beneficiary(s), or his/her estate in the event he/she has failed to designate a beneficiary(s), an amount equal to his/her accumulated leave, exclusive of sick time and sick incentive time, on the date of his/her termination of employment with the Town.

At the time of retirement from employment with the Town of Uxbridge, an employee shall receive fifty percent (50%) of all accumulated sick leave, not to exceed forty-five (45) days wages of their straight time hourly rate of pay at the time of retirement, providing that they have

fulfilled eligibility requirements for retirement as defined by the Worcester County Retirement Board. Sick Incentive Leave is not included.

The Town agrees to allow the employee and/or his/her spouse to continue health insurance coverage with the Town at the contribution rate agreed to under Article 27 – Insurance Coverage, of this Agreement.

### **ARTICLE 36 - REDUCTION IN FORCE**

**Section 1. Definitions:** As used in this Article, the following terms shall be defined as follows:

- **Layoff** - shall mean the reduction of the number of employees in the bargaining unit accomplished by the termination of one (1) or more permanent employee position(s).
- **Seniority** - shall mean the length of continuous service in any position within the bargaining unit from the first day of employment with the Town as enumerated in Article 15, Seniority.
- **Job Classification** - shall mean the distinct classification set forth in "Appendix B" of this Agreement.

**Section 2. Implementation:** in the event the Town determines to lay off employee(s) in one (1) or more job classifications, then the employee with the least seniority shall be laid off first and the employee with the highest seniority shall be laid off last. An employee laid off will have the opportunity to bump an employee with less seniority in an equivalent or lower classification. Said employee will then have two (2) months to demonstrate the ability to perform the duties of the job. The employee must notify his/her Department Head of his/her intentions to bump, in writing, within ten working days from the receipt of the notice of layoff.

**Section 3. Notice:** The Town shall provide the Union with a list of the employee(s) including seniority date and present job classification. No employee will be laid off unless he/she receives written notice at least thirty (30) days in advance of the layoff date. The Union shall be sent a copy of such notice(s).

**Section 4. Health Insurance:** The Town shall allow the laid-off employee to continue health insurance coverage with the Town as agreed to in this Agreement for a period of four (4) months. The Town shall further allow the laid-off employee to continue health insurance coverage for a period of two (2) years at the sole cost to the employee.

**Section 5. Recall to Duty:** Employees who are laid off will be placed on a recall list for a period of three (3) years from the effective date of their respective layoff(s). Employees on a recall list shall be recalled to the positions from which they were laid off in the inverse order of layoff. Employees shall be notified of, and have the first option to, any job openings within the Town, provided said employee possesses the necessary qualifications. This will also be done in the inverse order of layoff.

Any employee who is eligible for recall shall be given a four (4) week notice of recall. Said notice shall be sent to the employee by certified mail, with a copy sent to the Union (SEIU) office. The employee must notify his/her Department Head of his/her intentions within twenty- one (21) days of receipt of notification. The Town shall be deemed to have fulfilled its obligation of notification by mailing the recall notice, by certified mail, return receipt requested, to the latest mailing address provided by the employee. It is the sole responsibility of the employee to provide the Town with his/her latest mailing address. If the employee fails to respond or refuses the offer of recall, the employee shall retain his/her position on the recall list for the duration of the period described in paragraph 1 of this Section.

**Section 6. Benefits:** Employees shall be paid for all paid leave accrued in accordance with this Agreement on the date of layoff.

### **ARTICLE 37 – CONTRACTING AND SUBCONTRACTING**

The Employer shall be allowed to contract or sub-contract out any work normally performed by Dispatchers covered by this Agreement, with notification to the Union, based on operational and/or economic need, provided such action shall not result in the lay-off or reduction of hours of bargaining unit employees or the elimination of bargaining unit positions.

### **ARTICLE 38 - SAVINGS**

If any article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

All job benefits hereto permitted by by-laws, laws, practices, or policies currently enjoyed by employees, which are not specifically provided for or abridged in this Agreement are hereby protected.

This Agreement shall not be construed to deprive any employee of any benefits or protection required by the laws of the Commonwealth.

### **ARTICLE 39 - NO STRIKE ARTICLE**

**Section 1.** There shall be no strikes, walkouts, stoppages or suspensions of work, boycotts, sit-downs or slowdowns, picketing or any interference with the Town's operations whether direct or sympathetic. No officer, agent or representative of the Union shall authorize, approve, ratify or

condone any of the activities herein prohibited and no employee will instigate, promote, sponsor, engage in or condone any of the activities herein prohibited.

**Section 2.** The Union, its officers, agents and representatives, shall make every reasonable effort in good faith to prevent or terminate any action in violation of paragraph 1 of this Article, including but not limited to, publicly declaring that such action is in violation of the Agreement and by instructing and directing the employees to cease such improper conduct and the work be fully resumed.

**Section 3.** Employees who violate this Article will be subject to disciplinary action including the termination of their employment, in accordance with the just cause standard.

**Section 4.** The Town will have the right to file for arbitration pursuant to Article 20 for violations of this Article, independent of any individual action.

#### **ARTICLE 40 - COMMITTEE ON POLITICAL ACTION (COPA)**

The employer shall deduct and transmit to the Service Employees International Union, Local 888 COPA Fund contributions from the wages of these employees who voluntarily authorize such contributions on the COPA check-off authorization card provided by the Union. The deductions shall occur in whatever amount authorized by the employee, and the frequency specified on the COPA check-off card.

#### **ARTICLE 41 – Meeting Day**

Whenever an employee is recalled for the purpose to attend mandatory department meetings, such meeting shall not exceed one (1) hour per meeting with no more than four (4) such meetings per year. Employees attending such meetings shall be compensated by receiving an additional compensatory one (1) day off in lieu of pay. Individuals employees may be excused from attendance by the Chief of Police. Employees shall be given seven (7) days' notice of said meetings, excluding emergencies.

#### **ARTICLE 42 - TERM OF AGREEMENT**

This Agreement is effective from July 1, 2023 through and including June 30, 2026, and shall renew itself until a new agreement is reached. The party requesting to renegotiate the Agreement must notify the other party, by certified mail, at least ninety (90) days prior to the expiration date of this Agreement. The party who is served with such notification shall seek to establish meetings for the purpose of collective bargaining. The first of these meetings shall take place on or before May 1, 2026.

The Town shall provide space for a bulletin board. Said board shall be in a conspicuous place, available 24 hours a day, for Union business only.

**ARTICLE 43 - SIGNATURES**

This Agreement has been executed by the duly authorized representatives of the Town of Uxbridge and Local 888, SEIU Group B - Dispatchers on this 23 day of May, 2023

FOR THE LOCAL 888, SEIU GROUP B:

Lisa A. Ellis

Dulene Archibald

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\_\_\_\_\_

FOR THE TOWN OF UXBRIDGE:

Joe Pette

Chris Martin

Annelle Perreault

\_\_\_\_\_

## APPENDIX A - SALARY SCHEDULE

APPENDIX A SALARY SCHEDULE					
		FY24			
CURRENT EMPLOYEES ON 7/1/2023	ADJUSTED HRLY RATE BEG 7/1/2023	7/1/2023 2.5%	10YRS 2%	20-YRS 3%	25-YRS3%
BLODGETT-O'TOOLE	27.17	\$ 27.85	\$ 28.41	\$ 29.26	\$ 30.14
ELLIS	29.00	\$ 29.73	\$ 30.32	\$ 31.23	\$ 32.17
LAPORTA	27.17	\$ 27.85	\$ 28.41	\$ 29.26	\$ 30.14
LAVERDIERE	27.17	\$ 27.85	\$ 28.41	\$ 29.26	\$ 30.14
LEBLANC	27.89	\$ 28.59	\$ 29.16	\$ 30.03	\$ 30.93
MACDONALD	27.17	\$ 27.85	\$ 28.41	\$ 29.26	\$ 30.14
NEWMAN	26.69	\$ 27.36	\$ 27.90	\$ 28.74	\$ 29.60
NEW EMPLOYESS AFTER 7-1-2023	24.15	\$ 24.15	\$ 24.63	\$ 25.37	\$ 26.13
EMD	0.36	0.36	0.36	0.36	0.36
		FY25			
CURRENT EMPLOYEES ON 7/1/2023	6/30/2024	7/1/2024 2.5%	10YRS 2%	20-YRS 3%	25-YRS3%
BLODGETT-O'TOOLE	27.85	\$ 28.55	\$ 29.12	\$ 29.99	\$ 30.89
ELLIS	29.73	\$ 30.47	\$ 31.08	\$ 32.02	\$ 32.98
LAPORTA	27.85	\$ 28.55	\$ 29.12	\$ 29.99	\$ 30.89
LAVERDIERE	27.85	\$ 28.55	\$ 29.12	\$ 29.99	\$ 30.89
LEBLANC	28.59	\$ 29.30	\$ 29.89	\$ 30.79	\$ 31.71
MACDONALD	27.85	\$ 28.55	\$ 29.12	\$ 29.99	\$ 30.89
NEWMAN	27.36	\$ 28.04	\$ 28.60	\$ 29.46	\$ 30.35
NEW EMPLOYESS AFTER 7-1-2023	24.15	\$ 24.75	\$ 25.25	\$ 26.01	\$ 26.79
EMD	0.36	0.36	0.36	0.36	0.36
		FY26			
CURRENT EMPLOYEES ON 7/1/2023	6/30/2025	7/1/2025 3%	10YRS 2%	20-YRS 3%	25-YRS3%
BLODGETT-O'TOOLE	28.55	\$ 29.41	\$ 29.99	\$ 30.89	\$ 31.82
ELLIS	30.47	\$ 31.38	\$ 32.01	\$ 32.97	\$ 33.96
LAPORTA	28.55	\$ 29.41	\$ 29.99	\$ 30.89	\$ 31.82
LAVERDIERE	28.55	\$ 29.41	\$ 29.99	\$ 30.89	\$ 31.82
LEBLANC	29.30	\$ 30.18	\$ 30.78	\$ 31.71	\$ 32.66
MACDONALD	28.55	\$ 29.41	\$ 29.99	\$ 30.89	\$ 31.82
NEWMAN	28.04	\$ 28.88	\$ 29.46	\$ 30.34	\$ 31.25
NEW EMPLOYESS AFTER 7-1-2023	24.75	\$ 25.49	\$ 26.00	\$ 26.78	\$ 27.59
EMD	0.36	0.36	0.36	0.36	0.36



## **APPENDIX B - JOB CLASSIFICATION**

### **GROUP B**

<b><u>GRADE</u></b>	<b><u>CLASSIFICATION</u></b>
A	Public Safety Dispatchers