

Final FY 2019

AGREEMENT

BETWEEN

TOWN OF STOW, MASSACHUSETTS

AND

STOW DISPATCHER UNIT LOCAL 206A

MASSACHUSETTS COALITION OF POLICE, AFL-CIO

July 1, 2018 through June 30, 2019

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**Article I:
Recognition**

The Town recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment subject to negotiations pursuant to the General Laws of the Commonwealth of Massachusetts in the following collective bargaining unit:

All full—time dispatchers employed by the Town of Stow as certified by the MLRC in Case No. 2863 (May 25, 1979).

**Article II:
Dues Deduction - Agency Fee**

Section 1.

Subject to applicable law as set forth in the General Laws of the Commonwealth of Massachusetts, Chapter 180, Section 17a, the Town shall deduct the Union dues or initiation fees (as certified by the Union to the Town in writing) for each of its employees within the unit covered by this Agreement who, individually, in writing authorize such deductions, (in the form attached hereto as Appendix A) and forward the full amount thus deducted to the Secretary-Treasurer of the Union or his/her authorized agent. Dues shall be deducted once a month in a pay period other than the pay period when medical insurance deductions are made.

Section 2.

By the tenth (10th) day of the succeeding month, the Town shall remit such deductions to the Treasurer of the Union together with a list of employees who have had said dues deducted.

Section 3.

The Town will incur no liability for loss of dues monies after depositing the same addressed as directed to the Union in the United States mail.

Section 4.

Although membership in the Union is not mandatory for Stow Public Safety Dispatchers, benefits gained by the Union are accorded all employees represented, therefore, all non—Union employees must agree in writing as a condition of employment to contribute an agency service fee to the Union which shall equal an amount which is proportionately commensurate with the cost of collective bargaining and contract administration pursuant to Chapter 180, Section 17G and Chapter 150E, Section 12 of the General Laws. Such agency fee shall be handled in the same manner as Union dues, described above in this Article.

Section 5.

The Union shall indemnify and save the Town harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article or in reliance of any assignment furnished to the Town.

**Article III:
Non-Discrimination**

Section 1.

Neither the Town nor the Union shall discriminate against any employee because of such employee's race, color, religion, sex, age, or national origin.

Section 2.

It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his/her right to join or assist, or refrain from joining or assisting any labor organization.

Section 3.

Neither the Town nor the Union shall interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union or non-membership of non-participation in such activity.

**Article IV:
Responsible Union - Town Relationship**

The Town and the Union recognize that it is in the best interests of parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Town and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of employees covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

**Article V:
Management Rights**

Section 1.

The Town is a public body established under and with the powers provided by the General Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall derogate from the powers and responsibilities of the Town under the General Laws or rules and regulations of the Commonwealth. The Town, and its Board of Selectmen, reserve and retain, whether exercised or not, those rights, powers and authority to manage

and direct the employees of the Town's Public Safety Dispatch Service. Except as specifically abridged or modified by a term of this Agreement, the exercise of the aforesaid Town's rights shall be final and binding and not subject to the grievance—arbitration provisions of this Agreement.

Section 2.

The Union agrees that the Town has complete authority over the policies and administration of the Public Safety Dispatch Service in the Town and may continue to take any action it deems appropriate in the management of said Service including but not necessarily limited to the right to hire, promote, transfer, and assign employees and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine and maintain equitable standards of performance, to require the observance of reasonable rules and regulations, and to determine the method, means, work schedules, and personnel by which such operations are to be conducted, including contracting out, provided that such rights shall not be exercised in violation of other sections of this Agreement.

**Article VI:
Grievance Procedure**

Section 1.

Any dispute in connection with the interpretation or application of the provisions set forth in this Agreement may be presented for consideration by the Union. Only articles addressed in this Agreement are subject to the grievance procedure. A majority of the membership must approve of a grievance before it is filed.

Section 2.

The parties agree that any grievance that may arise during the life of this Agreement will be discussed promptly and the parties will diligently cooperate in an effort to adjust said grievance at the earliest possible time.

Section 3.

Any grievance must be filed within fourteen (14) calendar days of the event upon which the grievance is based or from the date the employee should have had knowledge of the event or shall be deemed null and void.

Section 4. STEPS

Step 1.

Filed in writing with the Police Chief who shall hear the grievance and shall answer within seven (7) working days. This shall not preclude oral discussions or informal conferences between the Chief and the employee.

Step 2.

Filed in writing with the Town Administrator within five (5) working days after the answer is due at Step 1. The Town Administrator shall hear the grievance as presented by

the aggrieved employee(s) with no more than two (2) Union representatives, if the employee so desire(s), within fourteen (14) calendar days following receipt of the grievance and shall answer the grievance within Seven (7) working days following the conclusion of the hearing.

Step 3.

Filed in writing with the Board of Selectmen within five (5) working days after the answer is due at Step 2. The Board of Selectmen shall hear the grievance as presented by the aggrieved employee(s) with no more than two (2) Union representatives if the employee(s) so desire(s), within fourteen (14) calendar days following receipt of the grievance and shall answer the grievance within seven (7) working days following the conclusion of the hearing.

Step 4.

Submitted to arbitration by either party (Union or Town, but not an individual employee) within twenty (20) working days after the answer of the Board of Selectmen is due, and written notice of said submission shall be given the other party by delivery in hand or by mail, postage prepaid.

The arbitration proceeding shall be conducted and the arbitration shall be selected according to the rules and regulations of the American Arbitration Association. A source other than the individual recommended by the American Arbitration Association may be selected to hear the grievance so long as both parties mutually agree to the individual selected.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Any employee who files a grievance involving a discharge, demotion or suspension which is governed by the laws administered by a Retirement Board may elect to submit the grievance to arbitration for a final and binding decision. The employee shall make this election in writing prior to the initiation of Step 3 of the grievance procedure and said election shall be final.

The arbitrator shall not add, subtract or alter any provisions of this Agreement, nor shall he establish any new terms or conditions of employment.

Notwithstanding any contrary provisions, the arbitrator shall be without power or authority to make a decision which:

- (a) is violative or inconsistent with any term or provision of this Agreement or applicable law;
- (b) exceeds his jurisdiction and authority under law and this Agreement;

- (c) involves an incident that occurred or failed to occur prior to the execution of this Agreement;
- (d) involves any matter that by law or under the terms of this Agreement is within the exclusive authority of the Town.

Section 5.

The costs and expenses of arbitration shall be shared equally by the parties.

Section 6.

A grievance shall be deemed waived and settled on the basis of the Town's answer unless such grievance is submitted to each of the Steps within the time limits provided.

**Article VII:
No-Strike Clause**

Section 1.

No employee covered by this Agreement shall engage in, induce or encourage any strike (whether sympathetic, economic or otherwise), work stoppage, slowdown, or withholding of services in the form of a sickout or otherwise. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, withholding of services or sickout.

Section 2.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, withholding of services or sickout, the Union shall forthwith disavow any such strike, work stoppage, slowdown, withholding of services or sickout and shall refuse to recognize any picket line established in connection therewith.

Section 3.

In consideration of the performance by the Union of this obligation under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union nor its officers or agents for any monetary damages resulting from the unauthorized breach of the Agreement as contained in this Article by individual members of the Union.

Section 4.

The Town may impose disciplinary action, including discharge, upon any and all of the employees involved in a violation of this Article; provided, however, that an issue of fact as to whether an individual has engaged in such activity may be the subject of the grievance—arbitration procedures set herein.

Section 5.

The Town agrees that, during the term of this Agreement, it will not lock out any employees covered by this Agreement.

**Article VIII:
Seniority**

Section 1.

Seniority shall be considered the length of an employee's continuous service in his/her permanent classification within the Public Safety Dispatch Service of the Town of Stow. An employee shall acquire seniority after completing one (1) year probationary period, and his/her seniority will then revert to the beginning date of employment. During an employee's probationary period he/she may be terminated at the sole discretion of the Town. The Town shall establish a seniority list that shall be brought up to date on or before January 31 of each year. Said list shall be posted at the Dispatch Service Offices for a minimum period of thirty (30) days.

Section 2.

Any vacancy covered by the terms of this Agreement, which the Town intends to fill, shall be posted for at least seven (7) calendar days and shall be open to application by all employees covered by this Agreement. No outside recruiting shall occur prior to the conclusion of the posting period. If the abilities and qualifications of two (2) or more applicants are substantially equal, preference will be given the most senior applicant from within the Dispatch Service; however, nothing herein shall prevent the Town from hiring outside the Service if such applicants have greater abilities and qualifications.

**Article IX:
Layoff**

Section 1.

If the Town finds it necessary to lay off employees, the procedures set forth in this Article will apply.

Section 2.

A "layoff" is hereby defined as a complete termination of employment for economic or other legitimate non—disciplinary reasons.

The Union shall be notified whenever possible four (4) weeks in advance of any layoff and, insofar as practicable, of the number, names and job classifications of those employees who are affected.

Section 3.

If a layoff is necessary, the Town shall consider affected employees' abilities and qualifications. If on the basis of such factors two or more employees in the same job classification are substantially equal, the least senior employee shall be laid off first.

Section 4.

The Town will give each employee who is laid off either two (2) week's advance notice or, in lieu of such notice, two (2) week's pay.

Section 5.

In addition to a termination allowance as provided above, an employee who is laid off will receive a payment in lieu of any vacation which he may have earned but not used at the time of the layoff. If an employee who has been laid off and who has received payment in lieu of vacation is rehired in the same calendar year, he shall not be entitled to a vacation with pay in that calendar year.

Section 6.

If an employee who is laid off and has received a termination allowance is rehired, and if the number of weeks upon which the termination allowance was computed is greater than the number of weeks since the date of the layoff, the amount of the allowance applicable to the excess number of weeks shall be regarded as an advance to the employee, and the employee shall repay such amount to the Town through weekly payroll deductions at the rate of at least 10% of his/her basic weekly wage.

Section 7.

In rehiring in any job classification the Town will offer reemployment to those former employees who have been laid off in that job classification in the inverse order in which said employees were laid off.

Section 8.

There shall be no obligation to offer reemployment to any employee who has been laid off more than one year.

Section 9.

The offer of re-employment shall be sufficient if made by certified or registered mail addressed to the laid-off employee at his/her last address of record as shown by the records of the Town. Any such laid-off employee must respond and be available for reemployment within seventeen (17) days from the date of mailing of the offer; otherwise, the laid-off employee shall be deemed to have refused reemployment, and the Town's obligation under this Article is satisfied.

Section 10.

Any employee recalled within one year of his/her date of layoff will return to his/her former classification with service accrued up to the time of layoff.

**Article X:
Appointments**

Section 1.

No employee who has been in the employ of the Town for one (1) consecutive year or more shall be discharged for reasons other than just cause.

Section 2.

Any decision to dismiss an employee after one (1) year of service shall be subject to the grievance and arbitration provisions agreed to herein.

**Article XI:
Holidays**

Section 1.

All full-time employees shall be entitled to eleven (11) paid holidays in each year, namely: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Section 2.

Employees who work on any of the approved holidays shall be entitled to their regular compensation for the holiday work. Employees who work their scheduled shift on Thanksgiving or Christmas will receive a compensatory day in addition to their regular compensation. If approved by the Chief, an employee may take a vacation day on a holiday they are scheduled to work and receive straight time pay rather than holiday pay.

Section 3.

At his sole discretion, the Chief, at the request of an employee, may allow an employee: 1) to take time off from a scheduled holiday work shift in lieu of holiday pay; 2) to bank the holiday pay and exchange it for a day off at a later time; 3) to accept the holiday pay at the time it's earned.

**Article XII:
Safety and Health**

Section 1.

The Town will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and the employee shall be expected to cooperate with the Board.

Section 2.

Safety is a concern of the Town and the Union. The Town and the Union mutually recognize the need for a work environment in which safety operations can be achieved in accomplishing all phases of work and the need to promote better understanding and acceptance of the principles of safety and the part of all employees to provide for their own safety and that of their fellow employees and the general public.

Section 3.

The Town shall contribute 70% of the premium cost of health care insurance for each employee who participates in the Minuteman-Nashoba Health Group plan, excluding the indemnity program to which the Town contributes 50%. The Town shall contribute 50% of the premium cost of dental insurance for each employee who participates in the Dental blue plan.

**Article XIII:
Overtime**

Section 1.

Overtime at the rate of one and one-half times the employee's regular hourly rate of pay shall be paid for any time worked in excess of forty-two and one half (42 ½) hours a week or eight and one half (8 ½) hours in any one day.

Section 2.

Full-time employees shall be first offered overtime opportunity or extra shift coverage on the basis of a rotation list kept for the purpose jointly by both parties. Said list shall be

posted and overtime shall be distributed as equitably as possible.

A full-time employee subject to this Agreement who works an extra shift pursuant to this section shall be paid for such shift at the rate of time and one-half of his or her hourly rate if the provisions of Section 1 are fulfilled.

Section 3.

There shall be no pyramiding of overtime; neither shall absence due to vacation or sickness be counted as time worked for computation of overtime.

Section 4.

Except in cases of emergency declared by the Administrative Head (Police or Fire Chief), No employee shall work more than sixteen (16) consecutive hours in any twenty-four (24) hour period, nor more than a total of sixty-four (64) hours in any one work week.

Full time dispatchers may choose to work beyond sixty-four (64) hours after said overtime opportunity is offered to all full time dispatchers.

Section 5.

Employees are guaranteed a minimum of four (4) hours pay for any call back at a rate of time and one-half their regular pay, unless said call back is within two (2) hours prior to or within two (2) hours subsequent to a regularly scheduled shift.

Section 6.

Employees who are ordered in to work a shift, not their own, will be compensated at one and one-half times the employee's regular hourly rate of pay regardless of whether the requirements of Article XIII, Section 1, have been met.

Article XIV:

Sick Pay

Section 1.

Each full-time employee shall be credited with fifteen (15) days of sick leave effective July 1, on a fiscal year basis.

New Employees shall be credited with one and a quarter (1 ¼) sick days per month of service beginning on their first month of employment. A New employee will be given full credit for the month in which they begin employment for sick leave accrual purposes.

No sick leave accrual will occur when employees are absent from work due to workers compensation claims or for any time period when the employee is absent without pay, Unless approved in writing by the Town Administrator.

Sick leave not used in any year shall be cumulative to a total of up to one hundred fifty (150) days.

Section 2.

Whenever a holiday falls on a day an employee is regularly scheduled to work and that employee is legitimately ill on that day, he or she shall be entitled to use any available sick leave benefits and, in addition, shall receive pay for the holiday.

Section 3.

Employees may, at the sole discretion of the Chief of Police, use up to five (5) sick days per fiscal year to care for an immediate family member. Denial of such use of sick leave is not subject to the grievance or arbitration process.

Section 4.

Any sick leave of a duration of more than three (3) consecutive work days shall, if requested by the Police or Fire chief, be substantiated by a doctor's certificate at the employee's expense. When circumstances reasonably warrant the same, either Chief may in his discretion require a medical examination prior to the payment of sick leave to any employee who reports his/her inability to report for duty because of illness. This required examination shall be at the expense of the Town by a physician designated by the Chief.

Article XV: Vacations

Section 1.

All full-time permanent employees shall be entitled to vacation leave based on length of continuous service as follows:

| Duration of Continuous Service | Accrual Rate |
|----------------------------------|--|
| One month through five (5) years | 10/12 day per month (10 days per year) |
| After five (5) years | 1-1/4 day per month (15 days per year) |
| After ten (10) years | 1-2/3 day per month (20 days per year) |
| After twenty (20) years | 2-1/12 day per month (25 days per year) |

Section 2.

Vacation benefits shall be on an accrual basis as calculated above, but with approval from Chief of Police, employees may be permitted to take vacations in advance of actual Accrual in the fiscal year involved, with the understanding that should such an employee leave the employ of the Town after having taken vacation in excess of that actually accrued, such an employee shall be required to repay the same, or it shall be deducted from his or her salary prior to termination of employment.

No vacation time will accrue when employees are absent without pay unless approved in writing by the Town Administrator.

New employees shall accrue vacation benefits at the rate of ten-twelve's (10/12) of a day per month of employment. New employees will be given full credit for the month in which their employment began for vacation time accrual.

Each employee may, in lieu of actual time off, elect to receive payment, at his/her regular hourly rate, for up to 50% of the vacation time which the employee is eligible to accrue in the year involved. Each employee shall take a least one week of vacation leave per year.

Section 3. Miscellaneous Provisions

- a. Eligibility is determined by anniversary date of employment.
- b. The maximum number of days carried as accrued vacation leave into a new fiscal year is limited to the number of days accrued during the prior fiscal year.
- c. If a holiday occurs while an employee is on vacation, that day will not be deducted from vacation leave.
- d. If an employee becomes ill while on vacation, vacation leave continues to apply.
- e. Vacation leave must be taken in increments of at least one-half day.
- f. The Town shall schedule the vacations of employees within the department so as to cause the least interference with the work, while giving preference to those employees with maximum seniority.
- g. A terminated employee shall be paid for all vacation leave accrued but not taken as of the date of his or her termination.

**Article XVI:
Uniform Allowance**

The Town shall provide a total of up to \$300 per year for the purchase and replacement of uniform clothing items for each dispatch employee. Individual requests for clothing purchases will be made in advance to the Police Chief for his review and approval.

**Article XVII:
Travel Expense**

The Town shall reimburse an employee for the work related use of his/her private automobile at the I.R.S. mileage rate in force and effect at the time when such use is authorized in advance by a member of the Administrative Body (Police/Fire Chief or Town Administrator).

**Article XVIII:
Special Assignments**

The Town shall establish the following additional annual compensation for each Dispatch Supervisor designated by the Administrative Head (Police or Fire Chief) with the approval of the Board of Selectmen:

Dispatch Supervisor: Ten percent (10 %) of base pay

Said compensation to be awarded to the employee so performing the assignment on a weekly basis, but such compensation is not to affect the officer's hourly or daily rate.

Article XIX:

Wages

Section 1.

The hourly base compensation of employees currently employed by the Town shall be paid in accordance with the following schedules:

Effective July 1, 2018 through June 30, 2019

2% COLA Increase

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|-----------|---------------|---------------|---------------|---------------|---------------|
| FY 2019 - | \$20.98 | \$21.56 | \$22.57 | \$23.17 | \$23.88 |
| FY 2020 - | 21.57 | 22.16 | 23.20 | 23.82 | 24.55 |

Section 2.

Newly hired employees will start at Sep 1; after six (6) months move to Step 2; and after another six (6) months move to Step 3. Thereafter, such newly hired employees will normally move to a higher step only after the expiration of each succeeding year of service. For the purpose of step placement upon initial employment, the Board of Selectmen may grant credit to newly hired employees with prior experience up to and including Sep 3 of the progression schedule.

Section 3.

In order to encourage professional development, the Town agrees to provide \$1,500 annually as reimbursement for completed course work performed by dispatchers. To be eligible for reimbursement the Police Chief must give prior written approval for each course taken, and documentation must be provided to show that the course was completed and/or a record of satisfactory performance was achieved. This annual professional development fund shall be subject to town meeting appropriation.

Section 4.

Employees working the 3PM to 11PM shift will receive a 3% shift differential added to their regular hourly rate of pay and those working the 11PM to 7AM shift will receive a 5% shift differential. The shift differential shall not be included when calculating the employee overtime rate, nor when calculating any employee wage increase.

Article XX:

Compensatory Time

Section 1.

Compensatory time may be granted in lieu of pay at the sole discretion of the Chief of Police. When the Police Chief decides to grant compensatory time, it shall be granted at the rate of time and one half basis only. Employees may request compensatory time in lieu of pay for duty performed beyond their regularly scheduled shifts as long as they qualify under the provisions of the Fair Labor Standard Act.

In granting compensatory time to an employee, the Chief of Police only will determine how much compensatory time will be allowed at on time and when the time can be used.

Section 2.

Compensatory time will be paid at a rate of time and one-half, max accrual of 240 hours. Employees will not be allowed to accumulate more than eighty (80) hours compensatory time and shall not carry compensatory time into the next fiscal year. Employees will be paid for unused compensatory hours, at their regular hourly rate, at the end of each fiscal year.

The Chief of Police, through his discretion, may limit the accumulation of compensatory time at any time during the fiscal year.

**Article XXI:
Hours of Work and Shift Assignments**

Section 1.

The Chief of Police shall establish the work schedules for the Department, subject to the following provisions:

Regular work schedules for dispatchers, except those on an administrative assignment, shall be based on a system of four (4) consecutive days of work and two (2) consecutive days off.

Regular work shifts shall be eight (8) hours each.

Section 2.

Starting and ending times for each regular work shift shall be determined by the Chief of Police as provided herein, but may be amended by the Police Chief during the period involved due to operating necessity of the Department.

Section 3.

Thirty (30) days before the first pay period in January, April, July, and October, the Chief of Police shall post a shift selection list on the Department bulletin board, listing all regular work shifts to be in effect. Dispatchers may apply for shift assignments and shall be assigned by seniority except that:

The Chief of Police shall have the discretion to override seniority and schedule dispatchers to any shift according to the operating needs of the Department.

Dispatchers shall make a shift selection within fifteen (15) days of the posting of the shift selection list. This selection shall be made in writing to the Chief of Police. Subject to emergencies and other exceptions as described in this Article, shift assignments shall remain in effect for the period involved.

Section 4.

After the new shift assignments become effective, the Chief of Police may reassign dispatchers to other shifts if the operating needs of the Department so require or because of performance or conduct of a dispatcher. The Police Chief or his designee shall give written notice to the Union prior to any such reassignment, stating the reason (s) for the reassignment. If the Union objects to the reassignment, the Police Chief shall meet with

the Union to explain the reasons. Such reassignment, however, shall not be subject to grievance or arbitration unless arbitrary, capricious or discriminatory.

Employees on an administrative assignment shall have their schedules arranged and administered by the Chief of Police.

Section 5.

Notwithstanding any provision of this Article, the Chief of Police shall have the sole discretion to change shift times temporarily, or create temporary shifts at any time if the operating needs of the Department so require. The Police Chief may assign employees to such temporary shifts. Such assignments shall not be subject to grievance or arbitration unless the Chief of Police is arbitrary, capricious or discriminatory.

Section 6.

Nothing contained in this Article shall limit the sole authority of the Chief of Police to alter regularly scheduled work shifts or to reassign or recall employees during an emergency for the duration of such emergency.

Article XXII: Drug Testing

Section 1.

Employees may be tested periodically during their probationary period with or without reasonable suspicion at such times as may be determined by the Chief of Police.

Any employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, workers compensation, disciplinary suspension, or leave of absence, may be tested once within the first fourteen (14) calendar days after their return to active duty as determined by the Chief of Police.

Any employee involved in an incident on the job which results in, or could reasonably have caused, life threatening, or serious bodily injury to the employee or another person may be tested.

Section 2.

Any employee may be tested after a determination by the Chief of Police or his designee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of illegal drugs, or is using or is under the influence of any drug so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the Department and the rational inferences which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

Employees that sign a consent form, and those that may be placed on a disciplinary probation status, may be tested at such times as may be determined by the Chief of Police.

Section 3.

Hair samples, urine samples, or blood samples, when requested by the Chief of Police will be taken from an employee or a prospective employee according to directions provided by the testing facility. The sample will either be hand delivered to the testing facility or it will be mailed via overnight courier service such as provided by Federal Express.

The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. A certificate from such facility will be issued for use in all discipline cases. (Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used.) The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987, and as updated. The testing laboratory will be chosen by the Chief of Police and the employee will be notified of the selection.

The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with the tester.

Section 4.

Test results will be made available also to the employee upon request. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. The employees will be accompanied by an officer from the department assigned to supervise the taking of the sample and responsible for proper conduct and uniform procedures of sampling process. The employee will be assigned a test code identification for the purpose of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

Section 5.

The employee to be tested will be notified of the test requirement a reasonable time before testing and when blood or urine samples are to be taken, shall report to the station at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample. Hair samples may be taken at the station.

The Chief of Police will provide in writing to the testing facility a list of the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs which the Chief requested testing. The Chief of Police will determine which drugs the employee shall be tested for and he will provide a written copy of the drug list to the employee.

The testing shall consist of an initial screening test, and if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

Each step of the processing of the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as necessary.

Section 6.

Prohibited conduct shall include:

- A. Illegal possession of any controlled substance.
- B. Illegal use of any controlled substance.
- C. Refusal to comply with the requirements of this drug policy.
- D. Improper use of prescription medicine.

Section 7.

An employee shall notify the Chief of Police in writing, including a note from the prescribing physician, when required to use prescription medication which the employee has been informed may impair job performance. The employee shall advise the Police Chief of the known side effects of such medication and the prescribed period of use. The Police Chief shall document this information through the use of internal confidential memoranda maintained in a secure file. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions. An employee prohibited from working may utilize sick leave or workers compensation leave where appropriate or may be placed on unpaid leave of absence if either sick leave or workers compensation leave is not available.

Section 8.

Violations of this policy/Article will not be tolerated on or off duty and may subject an employee to discipline proceedings and possible discharge.

**Article XXIII:
Longevity**

Any employee who has served five (5) years or more shall receive a longevity benefit of \$250 per each year, served beyond five (5) years to a maximum of \$750.00.

**Article XXIV:
Education Incentive Program**

All permanent employees are eligible for benefits pursuant to the requirements of the Town's Educational Incentive Program (EIP), herein incorporated by reference as Attachment A.

**Article XXV:
Miscellaneous**

Section 1. Federal and State Laws

In the event any Federal or State law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of this Agreement shall continue in full force and effect.

Section 2.

One (1) employee designated by the Union will be granted reasonable time off to conduct Union business, subject to the needs of the Department as determined by the Administrative Head (Police or Fire Chief). Such time off shall be without pay and not exceed five (5) days per contractual year, but shall be considered as time worked for the purpose of determining step increases, if any, and other benefits due said employee. The Union further agrees that the Town shall not be required to pay time and one-half to any employee required to fill in for said employee during his/her absence due to Union business. No Union representative on duty shall suffer a loss in pay while attending any joint Union-Town meeting. The Union agrees that the provisions of this Article will not be abused, and the Town agrees that requests for time off for Union business shall not be unreasonably denied.

Section 3. Amendments

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto without in any way affecting any of the other provisions of this Agreement. In the absence of such mutual consent, the parties agree that this contract represents the full agreement of the parties on all matters which were negotiated or which could have been subjects of negotiation.

No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 4. Leave of Absence

Leaves of absence without pay may be granted by the Administrative Body, for any reasonable purpose, for a limited period not to exceed three (3) months. Thereafter, such leaves may be extended or renewed up to a maximum total period of one (1) year. All such leaves shall be subject to the review and approval of the Board of Selectmen.

Section 5. Military Leave

All present employees who are in the National Guard or in the Armed Forces Reserve will be paid the difference between their regular pay and their military pay for any time spent on temporary duty. Employees hired after the effective date of this Agreement who voluntarily join either the National Guard or the Reserve shall not be entitled to the difference between their regular pay and their military pay for any time spent on temporary duty. Any military leave shall not be considered a part of, nor shall it affect in any way, and employee's regular vacation.

Section 6. Personal Leave

Leave without loss of pay may be granted for personal reasons at the discretion of the Administrative Head (Police or Fire Chief). The employee involved and/or the Union shall have the right to appeal any disagreements' relating to personal leave via the grievance, but not the arbitration, procedures.

Section 7. Bereavement Leave

Up to three (3) days paid leave shall be granted by the Administrative head (Police or Fire Chief) to an employee for any work days missed owing to the death of his/her father, mother, child, spouse, brother, sister or parent-in-law (including respective step-family). It is understood that these bereavement days must be days upon which the employee is regularly scheduled to work and taken within seven (7) days of the funeral. The Administrative body (Police/Fire Chief or Town Administrator) may in his discretion provide for up to two (2) additional paid days if circumstances warrant the same.

Section 8. Court Time

Any member of the bargaining unit who is required to attend any session of the Court in his/her capacity as a dispatcher/witness at a time when he would not be regularly scheduled to be on duty shall receive pay at the rate of one and one - half times the regular hourly rate for a minimum of four (4) hours.

Section 9. Workers Compensation

The town will provide Workers Compensation insurance to cover work related injury or disability in accordance with Massachusetts General Laws.

Section 10. Detaining Prisoners

The procedure for detaining prisoners, including prisoner watch, is detailed in section 3.04 of the departmental Policy and Procedures. Changes, if any, to section 3.04 are subject to and contingent upon negotiations with Local 206A.

Section 11.

All proposals to be presented by the Town or the Union must be submitted by third collective bargaining meeting.

**Article XXVI:
Stability of Agreement**

Section 1.

The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or the Union to future performance of any such term or condition, and the obligations of the Union or to f the Town to such future performance shall continue in full force and effect.

Section 2.

The provisions of this Agreement supersede any conflicting or inconsistent rule or other regulation promulgated by the Stow Public Safety Dispatch Service. In the event that any of the Dispatch Service provides or sets forth benefits or terms of the Agreement, the provisions of such statute(s), to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous to the employees than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail to the extent permitted by law.


**Article XXVII:
Terms of Agreement**

Section 1.

This Agreement shall be effective July 1, 2018 and shall continue in full force and effect through June 30, 2019, except this Agreement may be reopened for wage negotiations each fiscal year.

Section 2.

Either party may notify the other party of its desire to terminate or modify this Agreement by written notice mailed to the responsible signatories to this Agreement on or after November 1, 2018, but in no event postmarked later than January 1, 2019. Should neither party to this Agreement send such notice within such time limits, this Agreement will be considered to have been automatically renewed for and additional year.


William Wrigley, Town Administrator

Date signed: 7 / 31, 2018


John Fantasia, Local 206A Steward

Date signed: July 31, 2018