

THE TOWN OF ASHBY  
AND  
TEAMSTERS, LOCAL #170  
(Dispatchers Unit)  
COLLECTIVE BARGAINING AGREEMENT

2016-2019

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**PREAMBLE**

This Agreement made and entered into on \_\_\_\_\_, 2017, between the Town of Ashby, hereinafter referred to as the "Town," and Teamsters, Local #170, on behalf of all Ashby full-time and regular part-time police/fire signal operators, hereinafter referred to as the "Union."

**ARTICLE 1**  
**RECOGNITION**

The Town voluntarily recognizes Teamsters Local 170 (the "Union") as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all full-time and regular part-time police/fire signal operators employed by the Town of Ashby, but excluding all managerial, confidential, and casual employees, and all other employees of the Town of Ashby.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

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

- a. the operation and direction of the affairs of the Town in all of their various aspects;
- b. the determination of the level of services to be provided;
- c. the direction, control, supervision and evaluation of employees, the frequency of evaluations and the conduction of the evaluation;
- d. the determination of new employee classifications;
- e. the determination and interpretation of new job descriptions;
- f. the increase, diminishment, change or discontinuation of operations in whole or in part;
- g. the institution of technological changes or the revising of processes, systems or equipment from time to time;
- h. the determination of the style, type, and color of uniforms, and the manner in which they are to be worn;
- i. the determination of the standards for on-duty grooming and appearance of employees, including hairstyles, beards and mustaches, and jewelry;
- j. the training of employees;
- k. the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- l. the determination of the location, organization, and number of personnel;
- m. the assignment of duties and work assignment including the change of duties and work assignments from time to time;
- n. the creation and change of shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts;
- o. the assignment of employees from time-to-time to shifts;

- p. the assignment to work sites, including the change of work site from time to time;
- q. the granting and scheduling of leaves;
- r. the scheduling and enforcement of working hours;
- s. the mandatory requirement and assignment of overtime;
- t. the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours;
- u. the hiring, appointment or promotion of employees, including the determination of qualifications and requirements for the position or promotion;
- v. the demotion, suspension, discipline or discharge of employees;
- w. the layoff of employees due to lack of funds or of work, subject to impact bargaining;
- x. the relief of employees due to the incapacity to perform duties or for any other reason;
- y. the subcontracting of work;
- z. the right to require an alcohol or drug test subject to the Supreme Judicial Court precedent regarding drug testing;
- aa. the making, amendment, and enforcement of such reasonable rules, regulations, operating and administrative procedures from time to time as the Town deems necessary; and
- bb. the determination of whether goods should be leased, contracted or purchased

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

Section 2. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

Section 3. During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

**ARTICLE 3**  
**DUES CHECK-OFF**

Section 1. Town shall deduct regular Union dues in the amount stated by the employee, from the employee's regular paycheck for each month. The amounts deducted shall be sent to the Union office with a roster. The Town will, at the same time, notify the Union of the names and addresses of any new employees and the names of the employees leaving Town employment. The deduction of dues shall be in accordance with approved Town procedures.

Section 2. The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

Section 3. Any authorization for deduction shall be on the Check-Off Authorization form attached to this Agreement. (See Attachment A).



**ARTICLE 4**  
**AGENCY SERVICE FEE**

Section 1. Effective the ninetieth day following the beginning of employment, each member of the bargaining unit, who is not a member of the Union in good standing, shall be required as a condition of employment to pay a monthly agency service fee during the life of this Agreement to the Union in an amount proportionately commensurate with the cost of collective bargaining and contract administration. The deduction of fees shall be in accordance with approved Town procedures.

Section 2. The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17G.

Section 3. In the event that an employee has not earned enough in a pay period to satisfy his or her agency fee obligation, the Union shall collect those fees directly, and the Town shall not be held responsible for collection of those fees.

Section 4. Any authorization for deduction shall be on the Check-Off Authorization Form attached to this Agreement. (See Attachment A).

Section 5. This Article shall not apply to any Employee who has authorized the Town Treasurer to deduct Union dues under Article 3 (Dues Check-Off) of this Agreement.

Section 6. No action by the Town shall be considered against any member of the bargaining unit for failure to meet his or her agency service fee obligation unless and until the Union certifies in writing to the Town said member of the bargaining unit has not met the obligation imposed by the Article.

Section 7. It is understood by the Town and the Union that deduction of the agency service fee shall be made by the Town through its Treasurer only during the existence of an executed agreement between the Town and the Union.

**ARTICLE 5**  
**PROBATIONARY EMPLOYEE; JUST CAUSE**

Section 1. All employees upon initial appointment to a bargaining unit position shall serve a one (1) year probationary period. During such probationary period the Town may discipline, including demote, suspend or discharge, the employee without cause or notice and such action shall not be subject to the grievance procedure.

Section 2. Employees who have successfully completed the probationary period shall not be disciplined, demoted, suspended or discharged except for just cause. The discipline, demotion, suspension or discharge of an employee shall be subject to Article 9, Grievance and Arbitration; provided, no grievance pertaining to an oral or written warning may be processed beyond Step 4 (i.e., oral and written warnings may not be arbitrated).

**ARTICLE 6**  
**UNION BUSINESS**

An employee designated in writing by the Union as steward shall be granted reasonable time off without loss of pay or benefits for contract negotiations (provided the employee is a member of the bargaining team) and grievance administration, subject to the staffing and operational needs of the Department and based on the reasonable discretion of the Chief of Police.

**ARTICLE 7**  
**NO STRIKE OR LOCKOUT**

Section 1. No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

Section 2. The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

Section 3. The Union agrees further that should any employee or group of employees covered by this Agreement engage in any job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

Section 4. Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

Section 5. The Town may, in addition to the remedies under Chapter 150E of the General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.

Section 6. The Town shall not lock out employees during the term of this Agreement. The Town's failure to provide work for economic or business reasons or as the result of a strike by other employees of the Town will not be deemed a lockout.

**ARTICLE 8**  
**NON-DISCRIMINATION**

The parties to this Agreement agree that they shall not discriminate against members of the bargaining unit because of union or non-union membership, race, religion, color, sex, sexual orientation (as defined by law), age (as defined by law), national origin, handicap, or genetic information.

**ARTICLE 9**  
**GRIEVANCE AND ARBITRATION**

Section 1. For purposes of this Article, a "grievance" will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement; provided, however, that any matter arising before or after the dates of this Agreement will not be subject to this grievance procedure nor construed as being grievable.

Section 2. The Town and the Union understand that the grievance procedure is designed as a procedure for prompt resolution of disputes. Therefore, the Union or the employee must file the grievance at Step 1 of the procedure within fourteen (14) calendar days of the occurrence of the incident or event giving rise to the dispute or within fourteen (14) days after the Union or employee knew or should have known of the occurrence.

Section 3. All grievances will be handled in accordance with the grievance procedures set forth in this Article. A representative of the Union may accompany the employee in any meeting with a Town representative concerning a grievance.

STEP 1: The Union or the employee shall present the grievance in writing to the Chief of Police for resolution. The grievance will contain (a) a concise statement of the facts, (b) a citation of applicable contract language, which shall include the Article and section of the Agreement under which the grievance arises, (c) the specific provisions of the Agreement that allegedly have been violated, and (d) the remedy sought. The date the grievance is submitted to the Chief of Police shall constitute the commencement date of the grievance. Within fourteen (14) days of receipt of the grievance, the Chief of Police will submit to the Union a written decision regarding the grievance.

STEP 2: If the grievance is not resolved at Step 1 or answered in writing by the Chief of Police within the time limit set forth above, the Union or the employee may appeal the grievance, in writing to the Board of Selectmen no later than fourteen (14) calendar days from the date the Chief of Police denied the grievance or his response was due. The Board of Selectmen, or its representative, may

meet with the Union or the employee within fourteen (14) calendar days of receipt of the grievance. If the grievance is not settled at the meeting, the Board of Selectmen, or its representative, will respond to the grievance in writing no later than ten (10) calendar days following the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the date of receipt of the appeal.

STEP 3: In the event that the grievance is not satisfactorily resolved at Step 2, the Union or the Town may submit the matter to final and binding arbitration within fourteen (14) calendar days of the Board of Selectmen's decision, by means of written notice to the other party. The parties shall attempt to agree on an arbitrator. Failing such an agreement, the matter shall be submitted to the American Arbitration Association.

Section 4. The award of the arbitrator shall be final and binding upon all parties, subject to the following conditions:

- a. The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by the parties.
- b. The arbitrator shall not render a decision contrary to state or federal law.
- c. The award of the arbitrator shall not include interest.
- d. The arbitrator shall decide any disciplinary cases based upon the preponderance of the evidence standard of proof.

Section 5. Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the Town.

Section 6. Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings.

Section 7. Grievances may be settled without precedent at any stage of this procedure.

Section 8. The failure of the Chief of Police or the Board of Selectmen to respond to

the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the procedure. Only the Town or the Union may move the matter to arbitration. If the Union misses any deadline at any step, the matter will be considered closed and not arbitrable.

Section 9. The time limits set forth in this Article may be extended by mutual written agreement of the parties.

Section 10. The Town may also process grievances under the grievance procedure.



**ARTICLE 10**  
**CONDITIONS OF EMPLOYMENT**

Section 1. Employees covered under this Agreement will meet the training and certification requirements for the items specified below, with training provided by the Town:

- a. E-911 Certification
- b. CPR certification each year
- c. First-aid as required under the first responder law and emergency medical dispatching certification requirements
- d. Criminal Justice Information System ("CJIS") certification
- e. Any in-service or training assigned by the Chief

Section 2. Effective July 1, 2014, all employees covered under this Agreement shall be certified by the Commonwealth and able to perform Emergency Medical dispatching functions.

In the event an employee fails the test for emergency medical dispatching certification, the employee will be allowed to re-take the test, at the employee's own expense. If the employee fails the 2<sup>nd</sup> test, the employee may be subject to termination.

Section 3. All dispatchers shall, at all times, comply with the Department rules, regulations and standard operating procedures, as a condition of employment.

**ARTICLE 11**  
**WORK SCHEDULE**

Section 1. Work Shifts. Full-time employees shall be scheduled by the Police Chief or his designee to work on regular work shifts. Each work shift shall have a regular starting and end time. Each full-time employee shall work the same work shift on each day of his/her work week, whenever possible. Regularly scheduled work shifts shall not exceed forty (40) hours in one (1) week, subject to overtime requirements.

Section 2. Work Schedule. The schedule of regularly scheduled work shifts for full-time employees showing the employees' scheduled tours of duty, work days and hours, shall be posted in the dispatch center at least sixty (60) days in advance and shall remain posted until such regularly scheduled work shift is completed. Days off shall be consecutive. The posting requirement for part-time employees shall be thirty (30) days.

The Police Chief or his/her designee will establish a schedule for the Communications Department. The schedule will establish the regular shifts for the full-time dispatch personnel and shifts to be assigned to part-time personnel.

Section 3. Overtime Service and Rate. The Town shall pay one and one-half (1.5) times the base hourly rate for all hours actually worked in excess of forty (40) hours in any one work week. Sick leave does not count towards hours actually worked for purposes of overtime computation.

Section 4. Filling of Open Shifts.

- a) In emergencies, or as the needs of the Police Department require as determined by the Chief of Police in his or her discretion, employees may be required by the Chief of Police to perform unscheduled shift assignments, overtime services, be held on duty or be called into work in advance of their shift. There shall be a rotating list of part-time employees according to seniority and a separate rotating list of full-time employees according to seniority.
- b) If a full-time employee is out on paid or unpaid leave for 14 consecutive days or less, that shift shall be offered first to full-time employees. If leave is expected to exceed 14 days, shifts beginning on the 15<sup>th</sup> day may then be offered to part-time

employees.

Open shifts designated as part-time shifts shall first be offered to part-time employees. In the case no part-time employee accepts the shift, it will then be offered to full-time employees only if the shift is otherwise not covered.

- c) The opportunity to work a vacant shift designated as a full-time shift shall be offered first to the eligible, qualified full-time employee who has the least number of overtime hours to his or her credit at the time and is not on leave. (In the event that two or more eligible employees have the same number of overtime hours to their credit, the most senior eligible employee who is not on leave shall be offered the overtime first). If no full-time employee accepts the assignment, the eligible part-time employee with the fewest number of hours and is not on leave will be offered the assignment.
- d) The rotating lists of part-time and full-time employees shall be posted showing the number of assignments accepted and refused. Any employee who refuses an opportunity to fill a vacant shift shall not be removed from the list, but any such refusal shall be recorded for the purpose of future vacant shift assignments as a shift actually worked, under the heading "Refused," with the hours thereof noted, in determining the equitable and fair distribution of vacant shifts to such employees.
- e) Any employee designated by the Chief of Police shall be assigned to administer the lowest hours system set forth in this section.

Section 5. Order-In Procedure. Whenever the needs of the Police Department require an employee to be involuntarily forced to work a vacant shift or portion thereof, if time allows the Department will make reasonable effort to assign the forced shift or portion thereof in reverse order of seniority; first amongst part-time employees then amongst full-time employees. To be exempt from an "order in," a full-time employee must have committed a total of two accrued leave (vacation, floating, or personal) days in connection with the "order in" day (i.e., two days before, two days after, or one day before and one day after). Regular part-time

employees are subject to being ordered in under this agreement.

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ARTICLE 12  
SWAPS

Section 1. Each employee may agree to exchange a shift assignment with another qualified employee eligible to work, as long as such substitution does not impose any additional cost on the Town and the exchange occurs so as to involve no overtime.

Section 2. The employee seeking to swap a shift must obtain the prior approval of the Police Chief or his/her designee.

The employee seeking the swap is responsible for the coverage for his or her shift.

**ARTICLE 13**  
**HOLIDAYS**

Section 1. The following days shall be recognized by the Town as holidays:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Patriot's Day	Third Monday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	
Christmas Day	December 25

Section 2. If a full-time dispatcher actually works a holiday listed above, the dispatcher will receive 8 hours straight time pay for the holiday plus time and one-half for hours actually worked. In the alternative, a full-time dispatcher who actually works a holiday listed above, in addition to receiving time and one-half for hours actually worked, may elect to "bank" the 8 hours straight time pay for the holiday and use the time as a floating holiday, in accordance with the Floating Holiday Policy attached to this Agreement. (See Attachment D).

Section 3. A full-time dispatcher who does not work one of the holidays listed above will receive a regular day's pay at the base hourly rate.

Section 4. To be eligible for holiday pay, an employee must have worked his/her last scheduled work day before the holiday and his/her next scheduled work day following the holiday, unless authorized by the Police Chief to be absent.

Section 5. If a holiday falls during vacation leave, the holiday shall not be counted as vacation leave.

Section 6. If an employee scheduled to work a holiday takes the holiday off with approval, the employee shall be paid as being on holiday leave only (i.e., the employee shall not be paid for a vacation or personal day).

Section 7. If an employee scheduled to work on a holiday calls in sick, the employee shall be charged a sick day and will be paid as being on sick leave only (i.e., the employee shall not be paid for the holiday).

**ARTICLE 14**  
**VACATION LEAVE**

Section 1. Vacation leave shall accrue monthly from July 1 to June 30 and be credited on the first day of the following month for those in pay status. Each employee entitled to vacation leave shall take the vacation leave during the fiscal year from July 1 to June 30. The Police Chief, however, may grant vacation leave to an employee in advance. The Town may deduct the amount of any used, unearned vacation leave from the employee's final paycheck upon separation of employment.

Section 2. Generally, no vacation leave may be carried over from one fiscal year to the next. However, with prior authorization from the Town Administrator, up to one (1) week of vacation may be carried over to be used within the first three (3) months of the next fiscal year.

Section 3. Full-time employees shall be entitled to paid vacation leave in accordance with the schedule below. For the purpose of this schedule, vacation leave eligibility shall be based on the date of hire.

<u>Length of Service as of July 1</u>	<u>Length of Vacation</u>
Less than one year of service	1 day for each month of service up to a maximum of 10 days
1 year but less than 5 years	10 work days
5 years but less than 10 years	15 work days
10 years	20 work days
11 years	21 work days
12 years	22 work days
13 years	23 work days
14 years	24 work days
15 years	25 work days

Section 4. If a holiday falls during vacation leave, the holiday shall not be counted as vacation leave. If an employee scheduled to work a holiday takes the holiday off with approval, the employee shall be paid as being on holiday leave and not on vacation leave, and shall not be eligible for benefits of working a holiday.



Section 5. Vacation leave, as permitted by the staffing and operational needs of the Department as determined by the Police Chief, shall be scheduled in accordance with the request of employees based on a first-come-first-serve basis. Employees requesting vacation leave must provide at least three (3) days notice of their vacation request to the Police Chief for it to be considered by the Police Chief.

**ARTICLE 15**  
**PERSONAL LEAVE**

Section 1. At the beginning of each fiscal year, regular full-time employees in pay status shall be granted three (3) days of personal leave. Personal leave shall not be carried over into subsequent years.

Section 2. Employees requesting personal leave must provide at least three (3) days notice of their request to the Police Chief for it to be considered by the Police Chief. Personal leave will be approved as staffing and operational needs allow.

Section 3. Personal leave may be used for the observance of religious holidays, when personal business must be conducted during regular work hours and in cases of emergency.

Section 4. Upon an employee's separation from employment, all unused personal leave will be forfeited.

**ARTICLE 16**  
**BEREAVEMENT LEAVE**

All regular full-time employees in pay status may be granted up to three (3) consecutive days of paid leave for the purpose of arranging for, and attending, the funeral of a member of the employee's immediate family. "Immediate family" shall include: spouse/domestic partner, child, parent, brother, sister, parent-in-law, grandparent, grandchild or other relative permanently residing in the employee's household.

**ARTICLE 17**  
**SICK LEAVE**

Section 1. Regular full-time employees in pay status shall earn one (1) sick day per month. Employees on a leave status, including but not limited to medical leave, personal leave, and administrative leave, shall not accrue sick days.

Section 2. Sick leave may accumulate to a maximum of 45 days.

Section 3. Sick leave may be used for personal illness; to care for an employee's ill spouse, child or parent; quarantine; personal injury; and doctor's appointments that cannot be scheduled during non-working hours.

Section 4. A sick day with pay shall consist of the number of hours of a regularly scheduled work day paid at the employee's base rate of pay.

Section 5. The Town may require an employee who has been absent from work due to sickness or a medical condition to provide a doctor's note verifying that the employee is medically able to perform the essential functions of the position if there is a basis to believe that the employee's illness or medical condition may jeopardize public safety, the safety of the employee or the safety of the work environment.

Section 6. Upon an employee's separation from employment, all sick leave will be forfeited.

Section 7. Notification of illness shall be made to the Chief of Police, if possible, prior to starting time or as soon as practicable thereafter. The Chief of Police may require a physician's statement substantiating sickness, or may otherwise verify the employee's reason for sick leave after an absence of three (3) or more consecutive days or after an absence of one (1) or more days if the Police Chief suspects a pattern or an abuse of sick leave by the employee.

**ARTICLE 18**  
**SENIORITY**

Section 1. Definition. For purposes of this Agreement, seniority for a full-time employee means an employee's length of continuous service with the Town since his or her initial appointment as a full-time employee dispatcher. Seniority for part-time employees shall be based on the employee's length of continuous service with the Town since his or her initial appointment as a part-time dispatcher. Full-time employees shall be senior to part-time employees. Employees who return to their position within one (1) year of the effective date of a lay-off shall be considered for seniority purposes only to have been in continuous service for the period of the layoff and shall not lose any seniority as a result of being laid off.

Section 2. Break In Service. Seniority shall not be broken while an employee is on an approved leave whether paid or unpaid. If an employee resigns, is discharged, is not re-appointed, or refuses a recall, the employee shall lose all seniority.

**ARTICLE 19**  
**SHIFT BIDDING**

Section 1. Employees may bid for shifts, and shifts shall be awarded, on the basis of seniority by classification. However, the Lead Dispatcher, subject to assignment by the Police Chief, shall normally work the day shift Monday through Friday.

Section 2. Bids are to be for a six (6) month period. Bid shifts will be January –June and July – December. Bidding will take place on December 1<sup>st</sup> and June 1<sup>st</sup> of each year.

Section 3. Shift bids may be reopened as necessary prior to the end of the six (6) month period if a vacancy occurs, if an employee is on a prolonged absence, if a new employee is hired and for any unforeseen reasons.

Section 4. The results of the shift bid will be posted as soon as possible, but no later than one (1) week after the bid takes place. The former shift assignments will continue in effect for two (2) weeks after the new shift assignments are posted.

**ARTICLE 20**  
**MILITARY LEAVE**

Section 1. The Town will comply with all relevant laws regarding military leave.

Section 2. The Town shall pay an employee on military leave for training either (1) the difference between any pay received for such military duty and the employee's regular hours and base rate of pay or (2) the pay rate prescribed by law, whichever is greater. The parties understand that this provision does not impose an obligation on the Town to pay an employee on military leave for greater than seventeen days, or as otherwise prescribed by law.

**ARTICLE 21**  
**JURY LEAVE**

Section 1. An employee who shall be required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his regular straight time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's regular straight time wages.

Section 2. Any employee required to serve on any federal jury on days he or she is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's regular straight time rate.

Section 3. An employee seeking compensation in accordance with this section shall notify the Police Chief after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received.



**ARTICLE 22**  
**FAMILY AND MEDICAL LEAVE ACT LEAVE**

The parties acknowledge the Family and Medical Leave Act and the Town's policy relative thereto. A copy of the Town's policy is attached hereto and incorporated herein by reference. (See Attachment B)

**ARTICLE 23**  
**SMALL NECESSITIES LEAVE ACT**

The Town shall provide leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, §52D (SNLA) and the Town's SNLA Policy which is attached hereto and incorporated herein by reference. (See Attachment C)

**ARTICLE 24**  
**HEALTH INSURANCE**

Section 1. Any full-time employee, or part-time employee regularly scheduled to work at least twenty (20) hours per week, is eligible to participate in the Town's Health Insurance Program at the same premium percentage contribution as all eligible Town employees.

Section 2. The Town shall provide COBRA benefits, as required by law.

**ARTICLE 25**  
**REDUCTION IN FORCE**

Section 1. The Town has the right to lay off employees for lack of funds, lack of work or for other lawful reasons. In general, reduction in force shall be in reverse order of seniority within a specific job classification.

Section 2.

- a) Recall. Employees shall be recalled in reverse order of the reduction in force by job classification. Employees will have recall rights for one (1) year from the date of lay off, provided that all certifications are maintained. No employee shall be entitled to recall who does not possess the required certifications or who fails to meet the job requirements as provided in the Job Description. A refusal of recall shall be considered a resignation, and recall rights shall terminate.
- b) The Town shall send written notices of recall positions to each employee who is being recalled, by First Class Mail and Certified Mail, Return Receipt Requested, to their last address on file notifying them of the date of return and shift assignment.
- c) Employees who have received recall notices shall have seven (7) calendar days to respond in writing indicating that they will accept the position. The time shall begin to run two (2) days after the date of the mailing of the notice. Failure to respond to the Town's recall shall result in removal of the person's name from the recall list and forfeiture of further recall rights. Any employee who declines such employment after having indicated that he/she would return to work as instructed shall have his/her name removed from the recall list and shall forfeit further recall rights.
- d) Employees who are separated from employment as the result of a layoff and who are subsequently recalled to employment shall for the purpose of determining their salary upon recall be credited with their prior service.

Section 3. In the event that two or more qualified employees shall have the same date of employment, relative seniority shall be determined as follows: during an even numbered

fiscal year, the employee whose last name begins with the letter closest to "A" shall be deemed senior; during an odd numbered fiscal year, the employee whose last name begins with the letter closest to "Z" shall be deemed senior. In the event of identical "first letters," the same procedure shall be following using second letter of the last name, etc., and then the first name.

Section 4. The determination of the necessity of layoffs, the selection of the job classification, and the number of employees within the job classification(s) to be laid off, the filling of vacancies, and the reassignment of employees within classifications as a result of a reduction in force are essential elements of management and as such are non-grievable and are not subject to arbitration, provided, however, prior to any layoff, the Town shall bargain over the impact of the layoff with the Union.

**ARTICLE 26**  
**TRAINING**

Section 1. The Town will reimburse employees for all costs associated with state-mandated training that is authorized by the Police Chief, including course fees, mileage at the current IRS rate, and cost of meals to a maximum amount of \$10.

Section 2. Employees required to participate in state-mandated training authorized by the Police Chief will be paid their regular hourly rate to attend such training. Such training hours will constitute hours worked for purposes of overtime calculations.

Section 3.

- a) If an employee signs up for scheduled training paid for by the Town, and then fails to attend such training, the employee will be required, at his or her own expense, to re-register for and successfully complete the required training.
- b) If an employee fails testing associated with training, the employee will be required to re-take the training and associated testing at the employee's sole expense.

ARTICLE 27  
WAGES

Section 1. Wages: Bargaining unit employees will be compensated as follows:

a. Full-time Dispatchers:

	Base Wage Increase	Hourly Rate
Effective 7/1/16	1.5%	\$17.60
Effective 7/1/17	1.5%	\$17.86
Effective 7/1/18	1.5%	\$18.13

b. Part-time Dispatchers:

	Base Wage Increase	Hourly Rate
Effective 7/1/16	1.5%	\$15.53
Effective 7/1/17	1.5%	\$15.76
Effective 7/1/18	1.5%	\$16.00

Section 1A. Differentials.

a. Lead Dispatcher Differential:

1. When the Lead Dispatcher position does not include the performance of administrative assistant duties, the Lead Dispatcher differential shall be \$.50/hour.

2. When the Lead Dispatcher position includes the performance of administrative assistant duties, the Lead Dispatcher differential shall be \$3.00/hour.

b. Midnight Shift Differential: \$1.00/hour differential.

Section 2. For the duration of this Agreement, the training rate shall be \$13.00/hour.

Section 3. Effective July 1, 2017 and at any point thereafter, the Town may create a new position, Administrative Assistant to the Police Chief, which position will be outside of the bargaining unit. The Administrative Assistant may accept a dispatching opportunity only after the dispatching opportunity has been offered to all full-time and part-time dispatchers and all full-time and part-time dispatchers have declined to accept

the opportunity. If the Administrative Assistant performs any dispatching duties during the course of a given month, she will be considered a member of the bargaining unit during that month and subject to the Collective Bargaining Agreement.



**ARTICLE 28**  
**MISCELLANEOUS**

Direct Deposit. Effective January 1, 2014, or on such later date as may be determined by the Town, all employee wage payments shall be electronically forwarded by the Town directly to a bank account or financial institution designated by the employee for receipt and employees will no longer receive wage payments by check. The Town may, however, for those employees on extended leave, pay by check and not through direct deposit.

**ARTICLE 29**  
**SAVINGS CLAUSE**

If any Article or Section of this Agreement should be held invalid by operation of law or by any 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 will not be affected and will remain in full force and effect.

**ARTICLE 30**  
**STABILITY OF AGREEMENT**

Section 1. No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

Section 2. The failure of the Town or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Town and the Union to such future performance will continue in full force and effect.

**ARTICLE 31**  
**NON-WAIVER CLAUSE**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

**ARTICLE 32**  
**DURATION**

This Agreement will be effective from July 1, 2016 except as otherwise provided for, and will remain in full force and effect until June 30, 2019 and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than one-hundred twenty (120) days prior to the expiration date set forth above or any subsequent year in which this Agreement shall remain in effect.

This Agreement is subject to ratification by the Union and by the Board of Selectmen and to appropriation by the Town Meeting.

The duly authorized representatives of the Town of Ashby and the Union hereby execute this Agreement this 13<sup>th</sup> day of Sept., 2017.

TOWN OF ASHBY

TEAMSTERS, LOCAL 170 (Dispatchers Unit)

Sharon P. Siegel  
Sharon P. Siegel, Labor Counsel

Sean Foley  
Sean Foley, Business Agent

Date: 9/13/17

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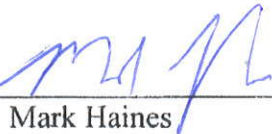
Date: 9/11/17

Ratified by:

TOWN OF ASHBY  
BOARD OF SELECTMEN

\_\_\_\_\_  
Michael McCallum, Chair

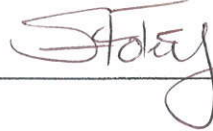
  
\_\_\_\_\_  
Janet Flinkstrom

  
\_\_\_\_\_  
Mark Haines

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

Ratified by:

TEAMSTERS, LOCAL 170

  
\_\_\_\_\_

\_\_\_\_\_  
Date: Sept 20 2017



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, \_\_\_\_\_ (Print Name), hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fee and welfare assessments of Local Union \_\_\_\_\_ and direct such amounts as deducted to be turned over each month to the Secretary-Treasurer of said Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.  
This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive years or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than ninety (90) days before my periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature \_\_\_\_\_  
Local Union Number \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Home/Vol \_\_\_\_\_



## TOWN OF ASHBY

FAMILY AND MEDICAL LEAVE POLICYA. INTRODUCTION

The Federal Family and Medical Leave Act of 1993 ("FMLA") entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons, as explained below.

B. EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits with the Town of Ashby (the "Town"), an employee must:

1. Work for the Town;
2. Have worked for the Town for a total of at least twelve months in the prior seven years; and
3. Have worked at least 1,250 hours over the previous twelve months.

C. LEAVE ENTITLEMENT

Section 1. The Town will grant an eligible employee up to a total of twelve (12) work weeks of unpaid leave during a rolling 12-month period<sup>1</sup> for one or more of the following reasons:

1. For the birth of a son or daughter and to care for the new born son or daughter;
2. For the placement with the employee of a son or daughter for adoption or foster care;
3. To care for an immediate family member (spouse, son or daughter, or parent) with a serious health condition;
4. When the employee is unable to work because of his/her own serious health condition that prevents him/her from performing the functions of his/her job; or

<sup>1</sup> For the purposes of calculating the 12-month period referred to above, the Town will measure the 12-month period backward from the date of an employee's request for FMLA leave. Each time an employee takes FMLA leave, the Town will determine the total amount of FMLA leave used by the employee during the preceding 12 months, and the remaining time available to the employee will be the balance of 12 weeks which has not been used.

5. For a "qualifying exigency" (as defined in 29 CFR § 825.126) when the employee's spouse, son, daughter, or parent who is a member of any branch of the military, including the National Guard or Reserves, has been deployed or called to active duty in a foreign country:

Spouses employed by the Town are jointly entitled to a combined total of twelve workweeks of family leave, except when the leave is needed to care for a son, daughter or spouse with a serious health condition; under such circumstances, such employees may each be eligible for up to 12 weeks of family leave.

Leave for birth or placement for adoption or foster care must conclude within twelve months of the birth or placement.

Section 2. The Town will also grant an eligible employee up to a total of twenty-six weeks of unpaid FMLA leave for the following reasons:

1. To care for a spouse, son, daughter, parent, or next of kin (i.e., nearest blood relative), who is a member of the Armed Forces (including a member of the National Guard or Reserves) and who is undergoing medical treatment, recuperation or therapy, is an outpatient, or is on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces.
2. To care for a spouse, son, daughter, parent, or next of kin (i.e., nearest blood relative), who is a veteran undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces and that manifested itself before or after the member became a veteran. The veteran must have been a member of the Armed Forces (which includes the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.

Such 26-week leave period shall only be available for a single 12-month period.<sup>2</sup> To the extent spouses work for the Town, the aggregate number of workweeks available to both spouses shall be limited to 26 weeks during the single 12-month period. In addition, any leave taken during that single 12-month period for one of the other qualifying reasons (as noted in this Policy) shall count against the 26 weeks available. (Only 12 of the 26 weeks total may be used for an FMLA-qualifying reason other than to care for a covered servicemember.)

<sup>2</sup> Calculation of the single 12-month period in this Section shall be based off the 12-month period immediately following the first day of such FMLA-qualifying leave. Such 26-week period shall not be based on the rolling measurement noted in Section 1.

Section 3.

1. (a) Under some circumstances, employees may take FMLA leave intermittently.  
(b) When intermittent leave is needed to care for an immediate family member, the employee's own illness, or a covered servicemember, and is for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Town's operation.
2. The Town may temporarily transfer an employee taking intermittent or reduced schedule leave to an alternative job, with equivalent pay and benefits, that accommodates recurring periods of leave better than the employee's regular job when such leave is foreseeable based on planned medical treatment.
3. Also, the Town may require employees to use accrued paid leave<sup>1</sup>, such as sick or vacation leave, or compensatory time, to cover some or all of the FMLA leave. When paid leave is used, the employee must follow the Town's paid leave policies and procedures with respect to use of such leave.
4. Any leave taken by an eligible employee for any of the reasons covered by this policy will be considered FMLA leave and will be designated as such even if the employee does not specifically identify the time off as FMLA leave.

D. MAINTENANCE OF HEALTH BENEFITS

The Town will maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The employee will make arrangements with the Town to pay his or her share of health insurance premiums while on leave. The Town may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

E. JOB RESTORATION

Upon return from FMLA leave, an employee will be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

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<sup>1</sup> The Town's policy on use of paid leave is subject to, and will be administered in accordance with, the Massachusetts Maternity Leave statute.

In addition, an employee's use of FMLA leave will not result in the loss of an employment benefit that the employee earned or was entitled to before using FMLA leave.

**F. NOTICE, CERTIFICATION AND STATUS REPORTS**

Employees seeking to use FMLA leave are required, as appropriate, to provide to the Town:

1. **NOTICE:** Thirty (30) days advanced notice of the need to take FMLA leave when the need is foreseeable, otherwise as soon as is practicable.
2. **MEDICAL CERTIFICATION:**
  - (a) Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member, or a covered servicemember with a serious injury or illness;
  - (b) Second or third medical opinions and periodic recertifications (at the Town's expense) if requested by the Town; and
  - (c) Medical certification and/or fitness for duty certification supporting the employee's ability to return to work as requested by the Town, which the Town may request include a statement from a health care provider that the employee can perform all of the essential functions of the job.
3. **QUALIFYING EXIGENCY:** Certification supporting the need for leave due to a qualifying exigency.
4. **STATUS REPORTS:** Periodic reports during FMLA leave regarding the employee's status and intent to return to work as requested by the Town.

**G. OTHER PROVISIONS**

This Policy shall at all times be interpreted in a manner consistent with the Department of Labor's Regulations pertaining to the Family and Medical Leave Act of 1993. The FMLA does not affect any other federal or state law that prohibits discrimination, nor supersede any state or local law that provides greater family or medical leave protection. Nor does it affect the Town's obligation to provide greater leave rights under a Collective Bargaining Agreement or employment benefit plan, where applicable.

**H. DEPARTMENTAL PROCEDURES**

The Town's department heads, with the approval of the Town Administrator, may establish their own procedures to implement this policy, consistent with the policy.

I. ADOPTION BY BOARD OF SELECTMEN

This policy was adopted by the Board of Selectmen on 1/15, 2014.

TOWN OF ASHBY  
BOARD OF SELECTMEN

By:   
Janet Flinkstrom, Chairman

## TOWN OF ASHBY

## SMALL NECESSITIES LEAVE ACT POLICY AND PROCEDURES

I. POLICYA. Eligibility

Employees that have been employed by the Town of Ashby ("the Town") for at least twelve (12) months and have provided 1250 hours of service to the Town during the previous twelve (12) month period of time and qualify for Family Medical Leave status are eligible for leave under the Massachusetts Small Necessities Leave Act ("SNLA").

B. Purpose and Amount of Leave

An eligible employee is entitled to 24 hours of SNLA leave for any of the following purposes:

(1) to participate in school activities directly related to the educational advancement of the eligible employee's son or daughter<sup>1</sup>, such as parent-teacher conferences or interviewing for a new school<sup>2</sup>;

(2) to accompany the eligible employee's son or daughter to routine medical or dental appointments, such as check-ups or vaccinations; or

(3) to accompany the eligible employee's elderly relative<sup>3</sup> to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

C. Twelve Month Period

The twelve (12) month period shall be consistent with that established under the Town's Family and Medical Leave Act Policy.

D. Intermittent Use of Leave

Eligible employees may use SNLA leave in increments of time of one (1) hour or more.

<sup>1</sup> A "son or daughter" is defined as a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*. Further, the son or daughter must be under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

<sup>2</sup> A "school" is a public or private elementary or secondary school, a Head Start program assisted under the Head Start Act, or a licensed children's day care facility.

<sup>3</sup> An "elderly relative" is an individual that is at least 60 years of age and who is related by blood or marriage.

E. Use of Accrued Leave

Eligible employees that have accrued vacation, personal or sick leave (for medical appointments only) at the time they use SNLA leave will be required to use such accrued leave during the time they are on SNLA leave.

Eligible employees that do not have accrued vacation, personal or sick leave (for medical appointments only or as otherwise permitted by Town by-law or collective bargaining agreement) at the time they use SNLA leave will receive unpaid leave.

F. Return to Work

An employee that receives SNLA leave will be restored to the position he or she held when the SNLA leave commenced.

II. PROCEDURES

A. Notice

Eligible employees must request SNLA leave at least seven (7) days in advance of the time for which SNLA leave is requested whenever the need for SNLA leave is foreseeable. If the need for SNLA leave is not foreseeable, an eligible employee must give the Town notice as soon as practical. All notices to the Town shall be made in writing unless circumstances prohibit written notice.

B. Certification

Each time an eligible employee takes SNLA leave, the eligible employees must complete a certification. Certification forms are available at the Town Hall. As required by law, the certification will be maintained in the eligible employee's personnel file for three (3) years.

C. Administrative Procedures

The Board of Selectmen may adopt administrative procedures to carry out this policy.

This policy was adopted by the Town of Ashby on Jan 15, 2014.

  
\_\_\_\_\_  
Janet Plinkstrom, Chairman  
Board of Selectmen