

**AGREEMENT BY AND BETWEEN THE  
TOWN OF MAYNARD  
AND THE  
MAYNARD PUBLIC SAFETY TELE-COMMUNICATORS  
NEPBA Local 114**

Effective

July 1, 2021 to June 30, 2024



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## **ARTICLE 1: Recognition**

The Town of Maynard hereby recognizes the Union as the exclusive collective bargaining representative of all full-time and regular part-time Public Safety Tele-Communicators, (PSTC), excluding per diem PSTC managerial and all other Town employees.

## **ARTICLE 2: Management Rights**

The list of the following specific rights of management in this article is not intended to be a waiver of any of the rights of the Town not listed herein. Such inherent management rights will remain with the Town except as they may be shared with the Union by specific provisions of this Agreement.

Among the management rights vested in the Town are the rights, in accordance with applicable law, to hire, promote, transfer, assign, suspend, demote, discharge and to relieve employees from duty and to issue reasonable rules and regulations governing the conduct of employees.

The Town will have the freedom of action to determine the methods and means and the personnel for all operations, including the starting and quitting times. The Town must be able to take whatever action is necessary to carry out its work in emergency situations. The Town will select and determine the number and types of employees required and will assign work to such employees in accordance with the requirements as determined by the town.

## **ARTICLE 3: Union Dues and Agency Service Fee**

**Section 1:** The Union will have the exclusive right to the check-off and transmittal of Union dues on behalf of each employee.

**Section 2:** The Town will, for the duration of this Agreement, deduct Union dues from the bi-weekly paycheck of each employee upon written authorization.

**Section 3:** The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, and other forms of liability arising from the agency fee provision or the deduction of money so deducted once it has been turned over to the Union.

**Section 4:** The Town will remit dues or agency service fees bi-weekly along with an alphabetical list of members from whom dues or agency service fees were deducted for the month.

**Section 5:** No agency service fee for bargain unit members, who are not members in good standing in the Union, may be imposed unless and until said employee submits written authorization to the Town and the Union to deduct said fee from the employee's salary.

## **ARTICLE 4: Rights and Activities of the Union**

**Section 1:** The Union shall inform the Town, in writing, of the appointment or election of any Union Officers or Representatives within 14 (fourteen) days after such appointment and/or election.

**Section 2:** Union Officers or Representatives for the purpose of this Agreement are as follows: President, Vice-President, Secretary, Treasurer, and one (1) steward all who are members of the bargaining unit.

**Section 3:** The Union contract negotiating team, not exceeding two (2) members, after first giving their immediate supervisor at least 48 hours' notice, shall be excused by said supervisor, without compensation, from regularly assigned duties for periods not to exceed one full work shift for the purpose of meeting with representatives of the Town pursuant to scheduled contract negotiations.

**Section 4:** For the purpose of presenting an employee grievance with a representative of the Town, the involved employee and one Union appointed representative shall be permitted a reasonable period of time off from regular duties without loss of pay. All such presentations shall be in accordance with the grievance procedure, described herein. The time and place of all grievance presentations shall be designated by the Town.

The Town shall not be required to meet with more than one aggrieved employee at a time although it may elect to do so.

**Section 5:** The Town will cover the backfill costs equal to one shift per full-time department employee, per year to attend Union related workshops and conferences. Any department employee(s) may use any number of the backfill shifts each year, up to the total allotment. The Public Safety Communications Supervisor will not withhold permission to attend such meetings, subject to staffing, operational and public safety needs taking into consideration shift swaps or other means of acceptable coverage.

## **ARTICLE 5: Bulletin Boards**

The Town will provide the Union with a bulletin board designated for the purpose of posting notices regarding matters of official Union business and job postings for positions covered by this Agreement. The notices may remain posted for a reasonable period of time. Such designated bulletin boards will be reasonably accessible to employees. The Bulletin Board need not be for the exclusive use of this Union. Such notices shall be subject to approval prior to posting and shall not contain any controversial, political or detrimental matters as determined by the Town.

## **ARTICLE 6: No Strike Provision**

It will be unlawful for any employee to engage in, participate in, induce, or encourage any strike, work stoppage, slowdown or withholding of services of his own or those of any other employee, or to in any way participate in a sympathy strike or withholding of services.

## **ARTICLE 7: Grievance Procedure**

**Section 1:** A grievance will be defined as an allegation by the Union that the Town has violated a provision or provisions of this Agreement. Nothing in this Agreement will be so interpreted as to require the Union to process a grievance if the Union considers the grievance to be invalid or without merit. All references to days in this Article will be in interpreted to mean calendar days. While nothing in this contract shall contravene or discourage an informal attempt to discuss and settle issues between employees and supervisor, it is understood that the grievance procedure shall be utilized only after other methods of informal settlement are unsuccessful. The formal grievance steps are as follows:

**Section 2:** A grievance must be submitted in writing by the Union to the Public Safety Communications Supervisor within seven (7) days of the event giving rising to the grievance.

**Section 3:** The Public Safety Communications Supervisor has ten (10) days to respond to the grievance. If there is no response to or no resolution of the grievance, the Union may submit the grievance in writing to the Human Resource Manager within four (4) days after the receipt of the Public Safety Communications Supervisor's response or the expiration of said ten (10) day period. The Human Resource Manager may hold a meeting of the parties and may respond to the grievance in writing within fourteen (14) days of submission.

**Section 4:** If there is no response by the Human Resource Manager or no resolution, the Union may submit the grievance in writing to the Town Administrator within seventy-two hours after receipt of the Human Resource Manager's response or the expiration of said fourteen (14) day period. The Town Administrator may hold a meeting of the parties and may respond in writing within fourteen (14) days of submission.

**Section 5:** If there is no response by the Town Administrator or no resolution, the Union may file a demand for arbitration within twenty (20) days after said events.

**Section 6:** Arbitration will be conducted by and in accordance with the rules as established by the American Arbitration Association.

**Section 7:** All fees and expenses of the arbitrator will be shared equally by the parties. Each side will pay the cost of preparation and presentation of its own case.

**Section 8:** Any step or steps in the grievance procedure, as well as time limits prescribed at each step of the grievance procedure, may be waived by mutual agreement of the parties. Meeting dates will be agreed upon by all parties.

**Section 9:** If the Union fails to exhaust remedies under this procedure or to abide by the time limits with respect to each step, the grievance will be deemed abandoned. If any responses are not received within the prescribed time limits, the Union may move the grievance to the next step of the grievance procedure.

**Section 10:** The arbitrator will have no authority to amend, modify, add to, delete from, or in any way deviate from the provisions of this agreement. No past practice can form the basis of an award by an arbitrator unless such past practice has been documented and mutually agreed to in writing between the parties.

### **ARTICLE 8: Group Health Insurance**

In accordance with M.G.L. Chapter 32B, Section 3, the appropriate public authority is the determining factor for recommending plan design changes. Group insurance plan design provisions are being and will continue to be addressed through the provisions of M.G.L. Chapter 32B with the appropriate public authority.

**Section 1:** The Town shall fund 75% of the monthly medical insurance premium to assure such medical insurance coverage as the Town is presently providing.

**Section 2:** The Town shall pay for ½ the cost of a \$5,000 accidental death and dismemberment policy for each member of the Union. At the employee's option, and entirely at their own expense, such policy may be increased to the amount of the employee's choice.

### **ARTICLE 9: Probationary Period**

**Section 1:** The Town will have the first twelve (12) months from the commencement of employment within the bargaining unit to determine an employee's competency to perform and satisfy all of the requirements of the position of Public Safety Tele-communicator. The probationary period of a newly hired employee may be extended for an additional three (3) months at the discretion of the supervisor.

**Section 2:** Employees, whose performance is deemed unacceptable at the sole discretion of the Public Safety Communications Supervisor during the probationary period, may be terminated prior to expiration of said period. Such action is without right of appeal or subject to the grievance procedure.

### **ARTICLE 10: Seniority**

Seniority within the Maynard Public Safety Communications Department shall commence from the starting date of employment with the Maynard Public Safety Communications Department and shall be used in the contract wherever the word seniority is used. If more than one appointment is made at the same time, seniority shall be determined by the order of appointment and the starting dates shall accordingly be separated by one day.

## **ARTICLE 11: Hours and Conditions of Employment**

**Section 1:** The scheduling of the communications personnel will be the responsibility of the Public Safety Communications Supervisor and will be based on the staffing, economic, operational and public safety needs of the Town of Maynard. The workweek will consist of four (4) consecutive days on duty, followed by two (2) consecutive days off duty. The following will be standard shifts:

Midnight Shift – 10:45pm - 7:15am  
Day Shift – 6:45am - 3:15pm  
Evening Shift – 2:45pm – 11:15pm  
Split shifts - consistent with the needs of the department, using any combination of the above-mentioned shifts.

**Section 2:** The Public Safety Communications Supervisor may create additional work shifts, delete current shifts or rearrange the shifts so long as they are consistent with the parameters established by Section 1.

**Section 3:** By way of agreement, the Town and Union hereby agree that employees will be paid on the basis of 40 hours per week subject to the employee working his or her regularly scheduled work week. The parties hereby acknowledge and agree that pay, on the basis of 40 hours per week, is based on annualized averaging, in that a 4 day on, 2 day off shift schedule may result in more than 40 hours worked in a particular week, but less than 40 hours worked in a different week. On average, within approximately 20 hours per year, in the favor of the employees, a 40 hour per week averaging allows for the employee to have a predictable weekly income.

**Section 4:** No Public Safety Communication Specialists shall be required to work more than sixteen (16) consecutive hours without a period of eight (8) consecutive hours off, except in an emergency.

**Section 4B:** PSTC are required to work their full eight (8) hour shift in the dispatch center, and because of the nature of their duties, the timing of a meal break is difficult to schedule. When practical, during each shift, the PSTC will be provided with 30 minutes for a meal break without loss of pay, if 911-certified coverage is available, and must maintain close proximity to the dispatch center. The meal break will be subject to the prior approval of the Communications Supervisor or the Officer in Charge (OIC), and the PSTC will be subject to immediate recall to the dispatch center if circumstances require it.

**Section 5:** The Union agrees to allow active Police and Fire employees who are assigned 'light duty' by their respective Chiefs, to work in the Dispatch Center as an extra employee should the nature of their fitness for duty limitation not preclude administrative work. Such assignment shall never supplant an PSTC employee for regular shift or overtime work. A light duty assignee may work as an extra dispatcher when the primary is otherwise occupied on other primary duties. The light duty work may also be related – report editing, analysis, review of calls, etc., which will be assigned by the Communications Supervisor. The light duty employee may have to adjust his or her normal work shift to accommodate the available PSTC shift available (supervisor present, for example). The Communications

Supervisor may refuse to take on or continue the light duty assignment based on the operational needs of the PSTC. Light duty employees are not guaranteed that the PSTC can provide them with as many assigned shifts as they may desire.

## **ARTICLE 12: Shift Assignments**

**Section 1:** Work shift assignments will be determined by the Public Safety Communications Supervisor in concert with the Town Administrator or his/her designee. Assignments will be based on qualifications. In the event two or more employees have the same qualifications, in the sole opinion of the Town, then the senior employee or employees will be given preference, but the Public Safety Communications Supervisor in concert with the Town Administrator or his/her designee will make the final decision as to work shift assignments.

Employees will request their work shifts once per year, during the month of April. The request period will close at the end of the month. New shift assignments will be posted by May 31st. New shift assignments will go into effect on the first day of July each year. Shift assignments will remain in effect until the next request cycle.

**Section 2:** Should an opening occur on a shift, a notice will be posted within seven (7) days to that effect, on the union bulletin board. Any employee wishing to apply for the opening will sign his/her name to the notice. At the end of the seven (7) day period, the senior-most qualified employee, as determined by the Public Safety Communications Supervisor in concert with the Town Administrator or his/her designee, who has signed the notice will be assigned the opening, subject to the rights of management. Failure to sign the notice within a seven (7) day period will waive any rights to the opening. Nothing in this section will be construed as to require management to fill a shift vacancy assignment.

## **ARTICLE 13: Holidays**

**Section 1:** If scheduled to work on a holiday, a full-time Public Safety Telecommunication Specialists may elect to receive time and a half pay for working the shift or may elect to work it and receive straight time pay and an in lieu of (ILO) day to be used by the end of the fiscal year in which the holiday falls. The 'in lieu of' (ILO) shift cannot be taken before the chosen holiday, and the ILO election must be requested to the Communications Supervisor by July 1st of the fiscal year. In addition, PSTC who work on Christmas Eve and New Year's Eve (evening shift only) will receive time and a half pay for the shift. ILO time cannot be carried over into the next fiscal year; however, as it falls so close to the end of the fiscal year, the Juneteenth holiday is a floating holiday that must be used before June 30th of the subsequent fiscal year. All full-time PSTC's who do not work on a holiday will receive a day's pay (8-hour shift pay) for Town recognized holidays Refer to article 17, section 4 for requesting ILO days off.

**Section 2:** The Town recognizes the following holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Thanksgiving, Christmas and New Year's Day will be 'subject to fill' days.



**Section 3:** If a PSTC is scheduled to work on a major holiday (Thanksgiving, Christmas, New Year's Day, Christmas Eve, Thanksgiving Eve, and New Year's Eve) a PSTC is only allowed to take the shift off if another PSTC is willing to work it voluntarily or if there is a medical emergency. If there is a medical emergency, a doctor's note must be provided. There will be no order ins on these major holidays due to requested time off.

#### **ARTICLE 14: Bereavement Leave**

**Section 1:** Employees shall be paid for regular scheduled time lost due to a death of an employee's father/stepfather, mother/stepmother, child /step-child, wife, husband, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, grand-daughter, grandson, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew and spouse's grandparent up to a maximum of five days.

**Section 2:** For special circumstances owing to transportation requirements, the department head may extend bereavement time beyond the date of the funeral. Employees can petition the TA to use bereavement leave for the loss of relations not listed above.

#### **ARTICLE 15: Personal Days**

Employees shall be granted time off for which he/she will be paid his/her normal rate to conduct personal business. Such personal leave shall not exceed three (3) shifts, totaling (24 hours) each year of the contract. Personal time shall not be carried over from one fiscal year to another.

The granting of personal days will be at the discretion of the Public Safety Communications Supervisor based on staffing, operational and public safety needs of the Town. All reasonable efforts will be made to accommodate an employee's request for a specific day.

#### **ARTICLE 16: Sick Leave**

**Section 1:** Employees covered by this agreement shall be allowed paid sick leave, accrued at the rate of 8 hours per month, totaling 96 hours per year. There will be no buy back of sick time upon separation of employment. Any PTSC is authorized to use accrued sick time to care for a family member who has an illness or injury, in accordance with Family Medical Leave Act (FMLA) definition, including the birth of a child. Any request for verification for absences of five (5) days or more must be consistent with the Family Medical Leave Act. The Communications Supervisor can request documentation after three (3) days or more for a non-job-related injury.

**Section 2:** All employees covered by this agreement are eligible to join the Town sick bank. The details of the bank are available in the Town Personnel Policies.

## **ARTICLE 17: Vacations/ILO Days**

**Section 1:** Vacation with pay shall be granted to all full-time employees upon hire, pro-rated from date of hire through June 30th. Similarly, employees leaving service will have their vacation time pro-rated to months earned. Thereafter, all vacation time will be granted on July 1st of each year according to the schedule below:

<b>Date of hire – June 30</b>	<b>80 hours pro-rated monthly</b>
<b>In the fiscal year of 1<sup>st</sup> work anniversary</b>	<b>80 hours per year</b>
<b>In the fiscal year of 5<sup>th</sup> work anniversary</b>	<b>120 hours per year</b>
<b>In the fiscal year of 10<sup>th</sup> work anniversary</b>	<b>160 hours per year</b>

**Section 2:** Up to one week of vacation may be carried over upon request to the Public Safety Communications Supervisor and any such carryover is to be used by September 30th of the year it is rolled into or it will be lost. For PSTC with more than five (5) years of service, the Town will buy back up to forty (40) hours of unused vacation time each fiscal year. PSTC must notify the CS of intention to buy vacation time by January 1 within that fiscal year. Said time will be paid out in the last payroll of the fiscal year.

**Section 3:** All vacation used under this clause must be approved by the Public Safety Communications Supervisor or their assign. Vacations shall be granted by the Public Safety Communications Supervisor or their assign at such time as will cause the least interference with the performance of the regular work of the departments within reason. So far as practicable, first choice of vacation dates shall be granted to employees based on their length of employment with the Town.

**Section 4:** Vacation and ILO requests must be submitted with at least 72 hours' notice. A PSTC can only be ordered in for vacation and ILO days when 72 or more hours' notice is given. If the request is submitted with less than 72 hours' notice, the shift can be paged out through DTS. If another PSTC volunteers to work the shift, then the PSTC making the request for the day(s) off is able to take the time off. If no one volunteers to work the shift, the PSTC must work their assigned shift.

## **ARTICLE 18: Overtime**

**Section 1:** Overtime compensation will be granted for any hours worked in excess of 40 hours per week. The overtime rate will be time and one-half (1 ½) the employee's base rate of pay.

**Section 2:** Scheduled as opposed to intermittent, unscheduled and unplanned for overtime will normally be assigned based on seniority and previous overtime hours worked. The most senior employee with the least amount of hours shall be granted first pick. The overtime list, which shall be tracked in DTS will reset every 4 months

**Section 3:** If the Public Safety Communications Supervisor is unable to fill a shift with voluntary overtime, then employees will be forced/ordered in based on reverse seniority and previous forced/order-in hours worked.

If an order in is for immediate fill, the Communication Supervisor and/or the Sgt./OIC must call the PSTC that is up next on the order in list from the recorded line at the Police Station whenever possible. If the PSTC does not answer the phone call or call back within 15 minutes, the next person on the list will be called. If there is no answer from anyone on the list, the person working the desk will be ordered in. There will be no reprimand or consequences if a PSTC does not answer their phone.

If the order in is for a date in the future, the PSTC next on the order in list will be emailed by the Supervisor, so long as they are scheduled to work before the order in date to see the email and speak with the Supervisor.

Forced overtime (order ins) will be reset every year in July. The order in list will be tracked in DTS.

**Section 4:** In all instances above, qualifications, staffing and operational and economic needs as determined solely by the Public Safety Communications Supervisor and/or the Town Administrator or his/her designee will take precedent over seniority in the event that the most senior individual does not have the qualifications to perform the assignment requiring the overtime.

**Section 5:** ALL open PSTC shifts must be paged out in DTS to allow for overtime picks to be made. Open shifts will be offered to full-time employees first. If the shift cannot be filled with a full-time employee it will be offered to part-time employees. If the shift cannot be filled with a part-time employee it will be offered to a per diem employee. If the shift cannot be filled by a per diem employee, it will be offered to the Communications Supervisor.

If the Communications Supervisor is unable to fill a shift with voluntary overtime, a full-time PSTC employee will be ordered in. Forced overtime will be distributed based on reverse seniority and previous order-ins.

**Section 6:** When a new full time PSTC is hired, once cleared and signed off by the Communication Supervisor to work on their own, they able to work overtime shifts and be ordered in. New PSTC will need to make up the order in hours (reverse seniority above).

**Section 7:** No PSTC can be ordered-in while on a vacation day. When an PSTC takes at least four (4) consecutively scheduled shifts off using vacation days, personal days, in lieu of days, or swaps, or any combination thereof, he/she shall not be subject to duty eight (8) hours before his first vacation day, and eight (8) hours after to his/her minimum four (4) consecutive days off.

**Section 8:** Subject to adequate staffing, all full time PSTC will get 2 weekends/4 days or combination thereof per fiscal year that PSTC can reserve and not be ordered in during that protected time. All reserved time must be requested and reserved thirty (30) days in advance and must be submitted via email to the Communication Supervisor. Requests will be taken in the order in which they are received. Management has the right to deny a protected weekend request due to staffing/multiple requests of the same weekend. Once a PSTC has reserved a weekend, it is final; he/she cannot cancel said reserved weekend and regain that pick. Protected time does not carry over into the next fiscal year if it is not used.

**Section 9:** Whenever practical, all pre-arranged overtime is to be filled at least 15 days in advance. This is to include any time off requests made known to the Communication Supervisor 15 days or more in advance of time to be taken. If less than 15 days' notice is given, then the shift must be filled within 72 hours of receiving it.

**Section 10:** If an overtime shift is taken by a PSTC, and this overtime is cancelled for any reason, the overtime pick will be given back to the PSTC. If an overtime pick has been made by a PSTC and they have been awarded the shift, they are only able to give the shift up subject to fill. If they give the shift up, they will not get the pick back.

## **ARTICLE 19: Wages**

**Section 1:** Employees are hired onto the 'Probationary Rate' step. Upon advancing from probationary to full time employee, the employee will advance to Step 1. If the advance is made between July 1 and December 31st of the year, the employee will advance to Step 2 on the following July 1st and another step each July 1st thereafter, until reaching the top step of the contract scale. If the advance occurs between January 1st and June 30th of the year, the employee will remain on Step 1 until the second July 1st after advancing, then will advance one Step each July 1st thereafter until reaching top step.

**Section 2:** Employees who are working evening and midnight shifts will earn shift differential. Shift differential will only be paid when an employee actually works a shift in which the shift differential applies. Differentials are as follows:

- Evening shift (3pm-11pm) – 6%
- Midnight Shift (11pm-7am) – 8%
- Split Shift (2 evenings, 2 midnights) – 7%
- Split Shift (2 days, 2 evenings) – 3%
- Split Shift (2 midnights, 2 days) – 4%

**Wage Table – see Appendix A**

## **ARTICLE 20: Retirement Benefits**

**Section 1:** The Town provides retirement benefits in accordance with Massachusetts General Law Ch. 32 and related statutes and regulations.

## **ARTICLE 21: Work Wear Allowance**

**Section 1:** Employees will follow the uniform policy set forward by the Public Safety Communications Supervisor.

**Section 2:** Newly hired employees will receive a \$250.00 clothing allowance to purchase all uniform items.

**Section 3:** Each July 1st, all employees will receive an annual \$225.00 clothing allowance. Said clothing allowance shall be used to replace uniform shirts, fleece, pants and footwear, as needed. Employees receiving the annual allowance of \$225, must have worked at least 12 months prior to July 1st of any year in order to be eligible for the full allowance, otherwise the allowance will be prorated based on full month worked.

## **ARTICLE 22: Training**

**Section 1:** All newly hired employees will be required to attend and successfully complete a basic forty (40) hour Public Safety Tele-communicator's course and a sixteen (16) hour 911 equipment course. All current employees will be required to attend 16 hours of continuing education training classes per year to maintain their certifications as mandated by the State 911 Department. The Town of Maynard will bear the cost of such training.

**Section 2:** Pre- and Post-shift training will be paid at time and a half, 'hour for hour'. Training held on days the employee is not scheduled to work, or training that is not directly before/after the employees scheduled shift will be paid at time and a half with a four-hour minimum.

**Section 3:** On shifts when a PSTC provides substantial training to a probationary PSTC as determined by being responsible for the signed submission of an end of shift training summary, a 30-minute overtime will be added to the employee pay. The Communication Supervisor will determine if the training provided warrants the extra pay as some 'training' shifts are split among police, fire, and dispatch staff as well as the Communications Supervisor.

## **ARTICLE 23: Court**

**Section 1:** An employee who is required to attend as a witness during their off-duty hours at a court hearing or trial, as the result of the performance of their duties, in either civil or criminal matters, shall be paid overtime pay for the time required. Any employee that is required to go to court will be paid a minimum of four (4) hours of overtime pay and will be paid overtime hour for hour after four hours.

**Section 2:** An employee required to go to court as indicated in Section 1 will report to the Maynard Telecommunications Center prior to reporting to Court, to sign in. Employees may call in their attendance, if authorized, in advance, by the Public Safety Communications Supervisor or his/her designee. The employee will then proceed to Court. Upon release from Court the employee will return to the Maynard Telecommunications Center to sign out and acknowledge actual hours of attendance or to complete the four hours minimum required.

## **ARTICLE 24: Required Travel**

Employees shall be paid the prevailing Federal mileage reimbursement rate for use of a non-town vehicle to and from any assignment requiring the use of such non-town owned vehicle. Examples would include, but not be limited to, assigned training, court attendance, or other Town business related travel. Mileage is calculated to and from the Tele-communications Center. An \$8 meal allowance per eight (8) hour shift shall be provided when on training.

## **ARTICLE 25: Duration**

This agreement will be effective on July 1, 2021 and will continue to remain in full force and effect, through June 30, 2024. If a successor agreement has not been reached by the terminal date, either party may provide notice to the other party of its intent to terminate the contract by providing fourteen (14) days written notice.

## **ARTICLE 26: Education Incentive and Tuition Reimbursement**

**Section 1:** An annual education stipend will be paid to Public Safety Communications Specialists who have earned an Associates or Bachelor's Degree in Emergency Management, Criminal Justice or similar job function related field, as approved by the Town Administrator. The stipend will not be paid for earned degrees in fields unrelated to public safety operations. To qualify for education incentive payments the qualifying credits earned must be from an institution accredited by a nationally recognized accreditor and be authorized by the state in which the institution is located. "Nationally recognized" accreditor is one who the Secretary of Education determines to be reliable authorities. The parties agree to refer to the Department of Education's annual publication for a list of accredited institutions as the only source of authority on the issue of an institution's accreditation. The publication is available here: <https://www.ed.gov/accreditation>.

**Section 2:** The stipend will be paid in the first payroll of December to PSTC who after being removed from probationary status has completed 12 months in a full-time position in Maynard as a PSTC.

**Section 3:** Associates will receive \$1000.00 and Bachelor's Degrees \$2000.00.

The Town of Maynard considers Master's Degrees for management level positions only.

**Section 4:** The Town of Maynard will not pay tuition reimbursement to employees of this bargaining group.

## **ARTICLE 27: Communications Cell Phone**

The Communications Department will be provided a cell phone to keep in the Communications Center and is to be on and charged 24/7. PSTC are not to use their personal phones for work purposes. The cell phone will be used to send officers information


requested (photos) and to contact other towns/departments as needed when the business lines are down and not working.

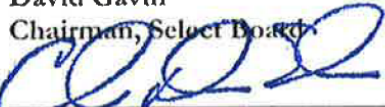
**ARTICLE 28: Evaluations**


PSTC must be evaluated at least annually by the Communication Supervisor. Evaluations are to be discussed with the corresponding PSTC. All evaluations will be kept in PSTC personnel files in the Human Resources Manager's office.


**IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8<sup>th</sup> day of September, 2021.**


For the Town:

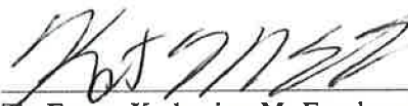
  
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David Gavin  
Chairman, Select Board

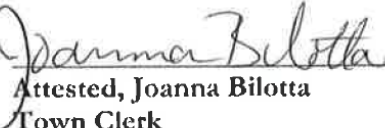
  
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Select Board

  
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Justine St. John  
Select Board

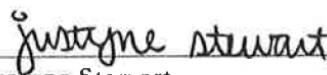
  
\_\_\_\_\_  
Armand Diarbekirian  
Select Board

  
\_\_\_\_\_  
Jeffrey Swanberg  
Select Board

  
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To Form, Katherine M. Feodoroff  
Labor Counsel

  
\_\_\_\_\_  
Attested, Joanna Bilotta  
Town Clerk

For the Union:

  
\_\_\_\_\_  
Justyne Stewart  
President

\_\_\_\_\_  
Date

9-14-2021  
\_\_\_\_\_  
Date

## APPENDIX A: Wage Table

Retro Rates	Steps	FY21		
FY21 Base		\$	20.6701	
Step 1		\$	21.0835	
Step 2		\$	21.5052	
Step 3		\$	21.9353	
Step 4		\$	22.3740	
Step 5		\$	22.8215	
<b>FY22 New Base Rate: \$ 21.5000 (4% increase)</b>				
<b>Members receive FY22 Step Retro at old FY21 rates, NOT new rates</b>				
<b>STEPS (unchanged):</b>		2.00%	2.00%	2.00%
<b>COLAs:</b>		0.00%	2.00%	2.00%
Steps		FY22	FY23	FY24
<b>Base</b>		\$ 21.5000	\$ 21.9300	\$ 22.3686
<b>Step 1</b>		\$ 21.9300	\$ 22.3686	\$ 22.8160
<b>Step 2</b>		\$ 22.3686	\$ 22.8160	\$ 23.2723
<b>Step 3</b>		\$ 22.8160	\$ 23.2723	\$ 23.7377
<b>Step 4</b>		\$ 23.2723	\$ 23.7377	\$ 24.2125
<b>Step 5</b>		\$ 23.7377	\$ 24.2125	\$ 24.6967
<b>SHIFT DIFFS</b>				
		6% Evening	7% Split Shift	8% Overnight
<b>FY22 SD Base</b>		\$ 22.7900	\$ 23.0050	\$ 23.2200
<b>Step 1</b>		\$ 23.2458	\$ 23.4651	\$ 23.6844
<b>Step 2</b>		\$ 23.7107	\$ 23.9344	\$ 24.1581
<b>Step 3</b>		\$ 24.1849	\$ 24.4131	\$ 24.6412
<b>Step 4</b>		\$ 24.6686	\$ 24.9014	\$ 25.1341
<b>Step 5</b>		\$ 25.1620	\$ 25.3994	\$ 25.6368
<b>FY23 SD Base</b>		\$ 23.2458	\$ 23.4651	\$ 23.6844
<b>Step 1</b>		\$ 23.7107	\$ 23.9344	\$ 24.1581
<b>Step 2</b>		\$ 24.1849	\$ 24.4131	\$ 24.6412
<b>Step 3</b>		\$ 24.6686	\$ 24.9014	\$ 25.1341
<b>Step 4</b>		\$ 25.1620	\$ 25.3994	\$ 25.6368
<b>Step 5</b>		\$ 25.6652	\$ 25.9074	\$ 26.1495
<b>FY24 SD Base</b>		\$ 23.711	\$ 23.934	\$ 24.158
<b>Step 1</b>		\$ 24.185	\$ 24.413	\$ 24.641
<b>Step 2</b>		\$ 24.669	\$ 24.901	\$ 25.134
<b>Step 3</b>		\$ 25.162	\$ 25.399	\$ 25.637
<b>Step 4</b>		\$ 25.665	\$ 25.907	\$ 26.149
<b>Step 5</b>		\$ 26.179	\$ 26.426	\$ 26.672