

Contract # 1188

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TOWN CLERK'S OFFICE
MAYNARD, MA 01754

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

Effective

July 1, 2018 to June 30, 2021



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, (Dispatchers), excluding 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.

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 Director of Telecommunications 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.

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

Section 3: The Public Safety Director of Communications 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 Assistant Town Administrator within four (4) days after the receipt of the Public Safety Director of Communications' response or the expiration of said ten (10) day period. The Assistant Town Administrator 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 Assistant Town Administrator or no resolution, the Union may submit the grievance in writing to the Town Administrator within seventy-two hours after receipt of the Assistant Town Administrator'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 Director of Communications 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 Director of Communications 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 Director of Communications 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 5: The Union agrees to allow active Police and Fire employees who are assigned 'light duty' by their respective Chief's, 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 PSCS 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 PSCS 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 PSCS. Light duty employees are not guaranteed that the PSCS 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 Director of Communications 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 Director of Communications 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 Director of Communications 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 **Holiday Pay**

Section 1: If scheduled to work on a holiday, a Public Safety Telecommunication Specialists may elect to receive time and a half pay for working the shift or may work it and receive straight time pay and an in lieu of day to be used by the end of the fiscal year in which the holiday falls. All PSTS's who do not work on a holiday will receive a day's pay (8 hour shift pay) for Town recognized holidays

Section 2: Public Safety Telecommunication Specialists who work the evening shift on Christmas Eve or New Year's Eve will receive time and a half pay for that shift only.

Recognized holidays are listed in the Town policies.

ARTICLE 14
Bereavement Leave

Section 1: Employees shall be paid for regular scheduled time lost due to a death of an employee's father/step-father, mother/step-mother, 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 Director of Communications 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. Up to three (3) of these sick days can be used for the care of an immediate family member (spouse, child, step-child, parents, step-parents, and parents-in-law).

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

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:

Date of hire – June 30	80 hours pro-rated monthly
July 1 – fifth June 30th	80 hours per year
Fifth July 1st – tenth June 30th	120 hours per year
Tenth July 1st – end of career	160 hours per year

Section 2: Up to one week of vacation may be carried over upon request to the Public Safety Director of Communications and any such carryover is to be used by September 30th of the year it is rolled into. The Town will buy back up to one week of vacation authorized to be carried forward if such time remains unused by September 30th. At the sole discretion of the Town Administrator vacation time may be carried forward beyond September 30th.

Section 3: All vacation used under this clause must be approved by the Public Safety Director of Communications. Vacations shall be granted by the Public Safety Director of Communications 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.

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.

Section 3: If the Public Safety Director of Communications is unable to fill a shift with voluntary overtime, then employees will be assigned based on reverse seniority.

Section 4: In all instances above, qualifications, staffing and operational and economic needs as determined solely by the Public Safety Director of Communications 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: 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 PSTS employee will be ordered in. Forced overtime will be distributed based on reverse seniority and previous order-ins.

All Public Safety Communications Specialists (full-time, part-time, and per diem) must respond to a shift being paged out with their answer of if they are interested in the shift or not. Full-time employees can respond to the shift being paged out when they got into work unless the shift is for immediate fill or needs to be filled before they get to work for their next shift.

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%

Town wage table is below:

FY18 ending rate				
Town proposal:		\$ 19.4779	2.0% COLA per year	
	Steps	FY19	FY20	FY21
Base	1.00	\$ 19.8675	\$ 20.2648	\$ 20.6701
Step 1	1.02	\$ 20.2648	\$ 20.6701	\$ 21.0835
Step 2	1.02	\$ 20.6701	\$ 21.0835	\$ 21.5052
Step 3	1.02	\$ 21.0835	\$ 21.5052	\$ 21.9353
Step 4	1.02	\$ 21.5052	\$ 21.9353	\$ 22.3740
Step 5	1.02	\$ 21.9353	\$ 22.3740	\$ 22.8215

Shift Differential	6% evening	7% Split Shift	8% overnight
	106%	107%	108%
FY19 Base	\$ 21.0595	\$ 21.2582	\$ 21.4569
FY19 Step 1	\$ 21.4807	\$ 21.6833	\$ 21.8860
FY19 Step 2	\$ 21.9103	\$ 22.1170	\$ 22.3237
FY19 Step 3	\$ 22.3485	\$ 22.5594	\$ 22.7702
FY19 Step 4	\$ 22.7955	\$ 23.0105	\$ 23.2256
FY19 Step 5	\$ 23.2514	\$ 23.4707	\$ 23.6901
	106%	107%	108%
FY20 Base	\$ 21.4807	\$ 21.6833	\$ 21.8860
FY20 Step 1	\$ 21.9103	\$ 22.1170	\$ 22.3237
FY20 Step 2	\$ 22.3485	\$ 22.5594	\$ 22.7702
FY20 Step 3	\$ 22.7955	\$ 23.0105	\$ 23.2256
FY20 Step 4	\$ 23.2514	\$ 23.4707	\$ 23.6901
FY20 Step 5	\$ 23.7164	\$ 23.9402	\$ 24.1639
	106%	107%	108%
FY21 Base	\$ 21.910	\$ 22.117	\$ 22.324
FY21 Step 1	\$ 22.349	\$ 22.559	\$ 22.770
FY21 Step 2	\$ 22.795	\$ 23.011	\$ 23.226
FY21 Step 3	\$ 23.251	\$ 23.471	\$ 23.690
FY21 Step 4	\$ 23.716	\$ 23.940	\$ 24.164
FY21 Step 5	\$ 24.191	\$ 24.419	\$ 24.647

**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 Director of Communications.

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

Section 3: Each July 1st, beginning in 2016, all employees will receive an annual \$200.00

clothing allowance. Said clothing allowance shall be used to replace uniform shirts, fleece, pants and footwear, as needed. Employees receiving the annual allowance of \$200, 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. In Fiscal 2021, the annual allowance will be increased to \$225.00

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 PSTS provides substantial training to a probationary PSTS 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 Director of Telecommunications 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, 2015 and will continue to remain in full force and effect, through June 30th, 2018. 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 PSCS who after being removed from probationary status has completed 12 months in a full-time position in Maynard as a PSCS.

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

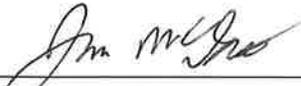
The Town of Maynard considers Master's Degrees for management level positions only.

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

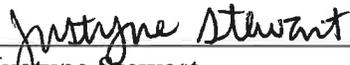
For the Town:

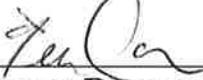
For the Union:


Chris DiSilva
Chairman, Board of Selectmen

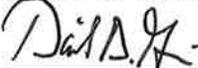

James McGrath
Union President


Melissa Levine-Piro
Clerk, Board of Selectmen


Justyne Stewart
Union Vice-President


Terrence Donovan
Board of Selectmen

Marty Conway,
NEPBA Representative


David Gavin
Board of Selectmen

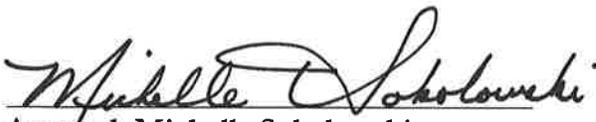
Cheryl Steele
Board of Selectmen

Acting

Andrew Scribner-MacLean,
Town Administrator

Date

6/13/2018
Date


Attested, Michelle Sokolowski
Town Clerk

6/21/2018
Date