

**AGREEMENT BETWEEN  
THE TOWN OF AYER  
AND  
THE AYER POLICE DEPARTMENT  
COMMUNICATION DIVISION  
THE COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO**

**EFFECTIVE: JULY 1, 2008 - JUNE 30, 2011**

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**ARTICLE I**  
**RECOGNITION**

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

All full-time and part-time dispatchers employed by the Town of Ayer.

**ARTICLE II**  
**NON-DISCRIMINATION**

**SECTION 1**

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

**SECTION 2**

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

**SECTION 3**

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

**ARTICLE III**  
**UNION-TOWN RELATIONS**

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

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

It is agreed and understood that the Board of selectman is established under and with the powers provided by the statutes of the Commonwealth of Massachusetts, and that it shall continue to control and direct the Police Department of the Town of Ayer in accordance with powers, rights and duties conferred upon it by statute, by a rule or regulation promulgated by the Board. As to every matter not provided for in this agreement, the Board of Selectman retains all powers, rights and duties that it has by law and may exercising the same at its discretion without such exercising being made the subject of a grievance or arbitration proceeding hereunder.

**ARTICLE V**  
**NO-STRIKE CLAUSE**

**SECTION 1**

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

**SECTION 2**

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

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

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

**ARTICLE VI**  
**DUES DEDUCTION**

**SECTION 1**

Subject to applicable law as set forth in the General Laws of the Commonwealth of Massachusetts, Chapter 180, Section 17A, the Town shall deduct Union dues (as certified by the Union to the Town in writing) for each of its employees within the unit covered by this Agreement who, individually, in writing on the form set forth in Appendix C, authorize such deductions. Dues shall be deducted weekly.

**SECTION 2**

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

**SECTION 3**

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

**SECTION 4**

Agency Service Fees. Although membership in the Union is not mandatory for dispatchers, benefits gained by the Union are accorded all employees represented. Therefore all Non-Union employees must agree in writing as a condition of employment to contribute an amount equal to Agency Service fees to the Union, which shall proportionately commensurate with the cost of collective bargaining and contract administration pursuant to Chapter 180, Section 17G and Chapter 150E, Section 12 of the General Laws. Said Agency fees shall be handled in the same manner as Union dues, described in Section 1 of this Article.

**SECTION 5**

The Town will incur no liability for the loss of dues money after the Union representative receives said money in person from the Town Treasurer.

**SECTION 6**

The Town agrees to make payroll deductions of the Union dues and initiation fees or the equivalent thereof when authorized to do so by the employee on a form as set forth in Appendix B in an amount as certified to the Town by the Secretary/Treasurer of the Union and to pay over to the Secretary/Treasurer any amounts described.

**ARTICLE VII**  
**UNION REPRESENTATION**

**SECTION 1**

The Town agrees to recognize the officers and one steward of the Union. It is expressly agreed and understood that no travel expense or overtime pay chargeable to the Town will be authorized to Union officers or stewards in the performance of their functions as representatives of the Union.

**SECTION 2**

Reasonable time-off during working hours will be authorized without loss of pay to negotiate, handle grievances/complaints and to meet with the employer to discuss items of mutual benefit.

**SECTION 3**

Time off without loss of pay will be granted to the Union representative to attend meetings/seminars conducted by the CWA. Advance notice of two (2) weeks of said meetings/seminars will be given to the Chief of Police or his designee. This time off is not to interfere with the public safety and not to exceed three (3) days in any fiscal year. Any further time required may be granted by the Chief of Police.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

The parties agree that a grievance is a complaint involving the interpretation or application of any provision of this agreement. No grievance shall be considered unless a meeting regarding the alleged grievance is requested, in writing, within thirty (30) days of the alleged action or inaction, which is the subject of the alleged grievance. The parties further agree that it shall be in the best interest of the parties to settle grievances at the lowest step in the procedure.

The parties may mutually agree to extend the time limits in this article provided that such extensions are agreed to in writing. If the grievance is not responded to by the town within the time limits, at any step, it shall be considered to have been denied and the union may proceed to the next available step.

***Step 1-***

The first step of the procedure shall be an informal verbal conference with the lieutenant unless the complaint involves the lieutenant. If the grievance involves the lieutenant then step one may be bypassed. Any disposition of a grievance at this level must be put in writing and must be approved by the Chief. If the matter is not resolved at this level, the grievant may, within fourteen (14) days of receipt of the written step 1 decision, proceed to step 2.

**Step 2-**

The second step of the process shall be a written statement sent to the Chief, and it shall contain the following: the name of the grievant, the specific contract provision alleged to have been violated, the date of the alleged violation, and the remedy sought. A meeting to discuss this grievance shall be held promptly, but not later than fourteen (14) days after the receipt of the grievance by the Chief. The decision of the Chief shall be confirmed in writing no later than fourteen (14) days after the close of the grievance meeting. If the matter is not resolved at this level the grievant may, within fourteen (14) days of the written step 2 decision, proceed to step 3.

**Step 3-**

The third step of the process shall be a written statement sent to the Town Administrator, and it shall contain the following: the name of the grievant, the specific contract provision alleged to have been violated, the date of the alleged violation, and the remedy sought. A copy of the Chief's decision must be included. A meeting to discuss this grievance shall be held promptly, but not later than fourteen (14) days after the receipt of the grievance by the Town Administrator. The decision of the Town Administrator shall be confirmed in writing no later than fourteen (14) days after the close of the grievance meeting. If the matter is not resolved at this level the grievant may, within fourteen (14) days of the written step 3 decision, proceed to step 4.

**Step 4-**

The fourth step of the process shall be a written statement sent to the Board of Selectmen, and it shall contain the following: the name of the grievant, the specific contract provision alleged to have been violated, the date of the alleged violation, and the remedy sought. A copy of the Chief's and the Town Administrator's decision must be included. A meeting to discuss this grievance shall be held promptly. The Town Administrator shall schedule the matter on the next Selectmen's agenda. The decision of the Board of Selectmen shall be confirmed in writing no later than thirty-five (35) days after the close of the grievance meeting. If the matter is not resolved at this level, the union (not the employee) may proceed to step 5.

**Step 5-**

If the matter is not resolved at this level then either the union or the town may, within thirty (30) days of the written step 4 decision submit the matter to the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties as is allowed by Massachusetts General Laws. The arbitrator shall be requested to submit his / her decision within thirty (30) days after the close of arguments or the submission of briefs.

The arbitrator shall be without power or authority to add to , subtract from, or modify any of the terms of this agreement, and in reaching his / her decision, he / she shall interpret the agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended to the rights or authority of the Employer other than those expressly set forth herein.

The parties may, by mutual consent, submit more than one pending grievance to the same arbitrator for consideration.

The expenses for the arbitrator shall be borne equally by the parties.

**ARTICLE IX**  
**APPOINTMENTS**

**SECTION 1**

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

**SECTION 2**

Any decision to dismiss an employee after one (1) year of service shall be subject to the grievance and arbitration provisions agreed herein. Any decision to dismiss an employee before he/she has completed one (1) year of service as a probationary employee is grievable but not arbitrable.

**ARTICLE X**  
**SENIORITY**

**SECTION 1**

Seniority shall be considered the length of an employee's continuous service as a full-time dispatcher within the Communications Division of the Police Department of the Town of Ayer. An employee shall acquire seniority after one(1) year probationary period and his/her seniority will then revert to the beginning date of employment.

**SECTION 2**

The Town and the Union shall keep a list of employees based on seniority. This list will be used to determine eligibility for benefits/rights as so specified in this Agreement. This list shall also be used as basis for rotation for overtime shifts.

### **SECTION 3**

Seniority shall be lost if an employee:

- A. Quits employment.
- B. Is discharged.
- C. Is absent for three (3) consecutive working days without notifying his/her immediate supervisor. Exceptions may be made only with the consent of the Chief of Police. After such absence, the Chief of Police will send written notification to the employee's last known address that the employee's seniority has been lost, and employment has been terminated
- D. Fails to return to work when recalled from layoff and fails to notify the Chief or his designee of an intention to return five (5) days of notice of recall, or fails to return to work within seven (7) days. Exceptions shall be made only with the consent of the Chief of Police.
- E. Is laid off for a period in excess of one (1) year.
- F. Retires.

### **SECTION 4**

The Town and the Union agree that an applicant may be hired at a starting wage step other than step 1 of this Agreement. This may only be done by mutual written consent of both the Town and the Union.

## **ARTICLE XI** **LAY OFF**

### **SECTION 1**

In the event of layoffs, the procedures set forth in this Article will apply.

### **SECTION 2**

A "lay-off" is hereby defined as a complete termination of employment for economic or other legitimate non-disciplinary reasons. The Union shall be notified whenever possible, four (4) weeks in advance of any lay off and, insofar as practicable, of the number and names of those affected.

### **SECTION 3**

If a lay off is necessary, it will be done in the reverse order of seniority. In rehiring, the Town will offer re-employment to those former employees who have been laid off in the order of seniority. No new employee will be hired until all former employees have been given the opportunity to return.

#### **SECTION 4**

The Town will give each employee who is to be laid off four (4) weeks advance notice, when possible.

#### **SECTION 5**

An employee who is laid off will receive a payment for all unused vacation which he/she may have earned but not used at the time of the lay off. If an employee who has been laid off and who has received payment in lieu of vacation is rehired in the same fiscal year, he/she will be allowed to buy back all the vacation time that they were paid for, otherwise they will not be entitled to a vacation with pay in that fiscal year.

#### **SECTION 6**

Laid-off employees will continue to retain their seniority while they are on the re-employment list for a period not to exceed one (1) year. They will not be eligible for vacation, holidays, sick leave, funeral leave, jury duty, military leave, or other leave or pay provided under this Agreement for employees in active work status, nor will they be eligible to participate in any insurance plan offered by the Town.

### **ARTICLE XII** **HOURS OF WORK / SUBSTITUTION**

#### **SECTION 1**

There shall be four (4) distinct shifts. Three of these will be comprised of five (5) days of the same assigned eight (8) hours with two (2) consecutive days off. The senior dispatcher position will be assigned to the day shift and he/she will work four (4) days as a dispatcher and work one (1) day on administrative duties. The fourth shift will be a relief shift assigned to cover days off and hours of duty of previous three to a total of five (5) days of eight (8) hours each with a minimum of eight (8) off between each.

Commencing on July 1, 2006, there shall be a 4 and 2 work schedule for night shift dispatchers. The schedule would provide that the 52 Saturday and the 52 Sunday open day shifts will be assigned on a permanent basis to a part-time dispatcher. The 17 administrative days off accumulated by the day dispatcher working the 5/2 schedule, and the senior dispatcher's administrative work day will not be allowed unless a part-time or per-diem dispatcher is available to work these shifts. Members of the bargaining unit will receive overtime for all hours worked in excess of 40 hours in one week. The day dispatcher will continue to work a 5 and 2 work schedule and will receive 17 administrative days off to compensate for working this schedule.

## **SECTION 2**

There will be two (2) eight (8) hour shift per week that will be assigned on a permanent basis to a part-time dispatcher. These shifts will not be open as overtime unless the assigned dispatcher is sick, on a leave day, or has been terminated. These two shifts are the 52 Saturday and 52 Sunday open day shifts mentioned in Section 1.

## **SECTION 3**

The Chief of Police may vary the schedule in emergency situations and at other times when it is in the best interest of the Town. However, there shall be no permanent changes in any shift schedule without giving the Union the opportunity to discuss the matter. Any intended permanent changes shall be consistent with all other sections of this agreement.

## **SECTION 4**

Except in cases of emergency declared by the Chief of Police, no employee shall work more than sixteen (16) consecutive hours in any twenty-four (24) hour period.

## **SECTION 5**

Interchange or swaps shall be permitted between employees within the department provided:

- A. Each shall be subject to the approval of the shift supervisor.
- B. Substitution or swap does not impose additional cost to the Town
- C. The Town is not held responsible for enforcing agreements made between employees. Employees seeking such a swap shall be responsible to the Town for coverage and any financial obligation arising out of the agreement made between the employees.
- D. All shift swaps will be completed within the fiscal year.

## **ARTICLE XIII** **OVERTIME**

### **SECTION 1**

Overtime at the rate of one and one-half (1 ½) times the employee's regular rate of pay shall be paid for any time worked in excess of forty (40) hours in any week that they are regularly scheduled to work five (5) days and in excess of thirty-two (32) hours in any week that they are regularly scheduled to work four (4) days. Paid sick days taken during the week do not count towards the 40-hour threshold, as they are not hours actually worked.

## **SECTION 2**

Except for the 17 administrative days off accumulated by the Senior Dispatcher working the 5/2 schedule, and the Senior Dispatcher's administrative workday mentioned in Article VII, Section 1, all overtime and extra shifts needed to cover a minimum of twenty-one (21) shifts per week, fifty-two (52) weeks per year, shall be offered to full-time, then part-time, then per-diem dispatchers on the basis of a rotation list kept for that purpose. Said list shall be posted and overtime distributed as equitably as possible. Records shall be kept of overtime worked.

## **SECTION 3**

It is mutually understood by the Union and the Town that no overtime or extra shifts will be offered to any person not covered by this Bargaining Agreement, except in emergency situations as determined by the Chief of Police.

## **SECTION 4**

Full-time employees are guaranteed a minimum of three (3) hour's pay for any call back at a rate of pay of one and one-half (1 ½) their regular pay.

## **ARTICLE XIV** **HOLIDAYS**

### **SECTION I**

All full-time dispatchers shall be entitled to eleven (11) paid holidays in each year. These are:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

### **SECTION 2**

A full time employee who is required to work on a holiday that is their regular tour of duty will receive eight (8) hours pay at time and one half (1 ½) their hourly rate in addition to their regular salary. A full time employee who regular day off falls on one of the mentioned holidays will receive a days pay for that holiday.

### **SECTION 3**

In order to be eligible for payment of a holiday, the employee must not have utilized sick leave on either his/her regularly scheduled work day before the holiday or next regularly scheduled work day after the holiday.

**ARTICLE XV**  
**VACATION**

**SECTION 1**

All full-time permanent employees, on the active payroll, shall be entitled to vacation leave based on length of continuous service. Vacation shall be granted July 1 of the calendar year and is to be used prior to June 30 of the next following year.

Vacation schedule based on continuous service is as follows:

9 months to 5 years = 10 days  
5 years to 10 years = 15 days  
more than 10 years = 20 days

**SECTION 2**

If the employment of a person entitled to an annual vacation is terminated by resignation, retirement, or dismissal, he/she shall be paid for their unused vacation. On the death of an employee entitled to vacation time, that time shall be paid to the estate of the employee.

**SECTION 3**

**A. Vacation Canvassing**

Employees will select their vacations for which they are eligible in accordance with the following procedures:

1. Time off for this purpose includes full weeks of vacation.
2. Employees will select time off in order of seniority.
3. There will be two (2) Vacation Canvassing periods:
  - a. January 1 to February 1 for time off between January 1 and June 30.
  - b. July 1 to August 1 for time off between July 1 and December 31.
4. Employees may reschedule any of their vacation weeks to available openings but may not preempt the weeks selected by any other employee.

**B. Day at a time Vacation**

Employees can select day-at-a-time vacation by giving twenty-four (24) hours notice. In the event that two employees request the same dates preference will be given based on first request. In the event that the request date is the same seniority will determine who is granted the day.

**ARTICLE XVI**  
**SALARIES AND SPECIAL ALLOWANCES**

**SECTION 1**

Salaries shall be as set forth in Appendix A of this Agreement.

**SECTION 2**

**JURY DUTY** If a full-time dispatcher is called for jury duty, the Town shall pay the difference between his/her regular pay, up to forty (40) hours per week, and the amount he/she receives from the court, provided they were hired before receiving notice of such duty. In order to receive pay from the Town, the employee must furnish evidence from the court of such duty and the amount paid him/her by the court.

**LONGEVITY** Any full-time dispatcher who has completed five (5) years of continuous service in the Town shall be entitled to \$400 each year after five (5) years and shall receive an additional \$50 per year capping at one-thousand dollars (\$1,000).

**COURT TIME** Any full-time dispatcher who is required to attend any session of the court in his/her capacity as a dispatcher shall receive pay at one and a half (1 ½) their hourly rate for a minimum of three (3) hours.

**CLOTHING** Clothing supplied to a full time dispatcher when hired:

1. 5 shirts - any combination of long and short sleeve
2. 3 pair of dark blue or black authorized trousers
3. 1 pair of authorized black shoes/boots
4. 1 black/blue authorized sweater

Clothing allowance for full time dispatchers will be \$300 per fiscal year. Clothing allowance will be pro-rated at \$25 per month from their first year anniversary date to the next fiscal year.

The uniform allowance shall be in control of the employee and used at his/her discretion. No cash allowance shall be given to the employee. Said allowance shall be used only for the purchase of items that will be used or worn in the line of duty.

**ARTICLE XVII**  
**LEAVE TIME**

**SECTION 1**

All full-time dispatchers shall accrue sick leave at a rate of one and one quarter (1 ¼ ) days per month effective July 1 of each calendar year. Further, each employee may use up to five (5) days per year to provide care for an immediate family member. For purposes of this provision immediate family includes: spouse, children and any other person living in the employee's household who has been living there for more than one year (a signed certificate will be required for this category). Sick leave not used in that fiscal year shall be cumulative to a total of up to one hundred sixty (160) days.

**SECTION 2**

Upon retirement from the Ayer Police Department, with twenty (20) years full time service in the Ayer Police Department (As also determined by the Middlesex County Retirement System) an employee will be compensated for any unused sick time at a rate of 50% his/her regular rate of pay, not to exceed \$5000.

**SECTION 3**

A full-time dispatcher shall be granted three (3) days off with pay for a birth or adoption of his or her child. A leave of absence without pay may be granted for maternity/adoption purposes for a period of up to eight (8) weeks. Advance notice of two (2) weeks shall be given when possible. Maternity leave to be pursuant to Massachusetts General Law Chapter 149 Section 105D

**SECTION 4**

Of sick leave absences, the Town may require a doctor's certificate stating the cause of absence and that in the opinion of the physician such absence from duty was necessary. However, in case of absences in excess of five (5) consecutive days, a doctor's certificate will be required. In addition, in cases where an officer utilizes less than five (5) consecutive sick days, and the Town requests a doctor's certificate, the examination will be conducted at the expense of the Town.

However, in cases of absences in excess of fifteen (15) days per year a doctor's certificate will be required.

**SECTION 5**

A full-time dispatchers shall earn one (1) good day for each three (3) months of perfect attendance during the periods from:

**July 1 - Sept. 30**

**Oct. 1 - Dec. 31**

**Jan. 1 - Mar. 31**

**Apr. 1 - June 30**

The employee may use such leave for any purpose, subject to the advance approval for his/her absence. Said leave must be used during the fiscal year it was earned and will not be allowed to accumulate from year to year.

**SECTION 6**

All full-time dispatchers will be allowed three (3) personal days per year beginning July 1 of the calendar year and taken before June 30 of the following year.

**SECTION 7**

In the event of a death in the immediate family of an employee he/she will be granted leave in the amount of three (3) calendar days, not including regularly scheduled days off, and such leave will not be charged to sick leave, personal leave, or vacation pay; provided however that the Chief may grant additional time off as necessary with pay; if such time is required for extensive travel. Immediate family means: parents, child, mother-in-law, father-in-law, spouse, brother, sister, grandparents, aunt, uncle, brother-in-law or sister-in-law. Extensive travel will mean: traveling outside of the New England area.

**ARTICLE XVIII**  
**SAFETY AND HEALTH**

All parties of this agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of an employee's superior officer or the Chief of Police.

**ARTICLE XIX**  
**INSURANCE**

**SECTION 1**

Effective July 1, 2008, the employer shall contribute 75 percent of the cost of an employee's selected health insurance plan, together with an additional credit towards said costs, for current employees that are enrolled in a Town health plan as of May 6, 2008. The following table illustrates the additional fixed credit:

<b>Plan Name</b>	<b>Family Plan Credit</b>	<b>Individual Plan Credit</b>
Tufts EPO	\$36.48 per week	\$17.07 per week
Harvard-Pilgrim HMO	\$35.03 per week	\$17.17 per week
Fallon Select	\$32.21 per week	\$15.36 per week
Fallon Direct	\$30.59 per week	\$14.53 per week

The credit shall only apply during the continued active employment of current employees affected by the change in health insurance premium contributions and shall sunset for each affected employee upon separation of employment.

## **SECTION 2**

The Town agrees to assume 50% of the cost of the life insurance on each employee in the amount of \$2000.

## **ARTICLE XX** **MISCELLANEOUS**

### **BULLETIN BOARDS**

The Town shall provide a Bulletin Board for the Union to post notices of meetings and other Union activities in a mutually agreeable location

### **TRAVEL EXPENSES**

The Town shall reimburse an employee for the use of his/her private vehicle at the current Town standard when such use is authorized in advance by the Chief of Police.

### **DEPARTMENT ORDERS**

Copies of the General orders, Special Orders, and Personal Orders shall be supplied to the Union upon request and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to them at time of issuance.

### **AMENDMENTS**

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way other provisions of this Agreement. In the absence of the parties agree that this contract represents the agreement of the parties on all matters which were negotiated or which could have been subjects of negotiation. No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

### **MILITARY LEAVE**

To be in accordance with Federal and Massachusetts General Law.

### **WORKMAN'S COMPENSATION**

The Town will provide Workers Compensation Insurance to cover work related injuries or disabilities in accordance with Massachusetts General Laws.

## **SUBSTANCE TESTING**

The Chief of Police may direct that an employee undergo substance testing upon reasonable suspicion based on articulable facts that an employee is under the influence of drugs or alcohol. Such testing shall be in accordance with the testing policy issued by the Chief of Police. **Substance Testing Policy in Appendix B.**

## **ARTICLE XXI** **STABILITY OF AGREEMENT**

Should any provision of this Agreement be found in violation of any Federal or State Law, or by final decree of a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Union and the Town shall meet as soon 'as practical for the purpose of renegotiating the provision(s) affected to ensure compliance with the Law. Any negotiation shall be limited in scope to the provisions of this Agreement found in violation of the Law.

## **ARTICLE XXII** **EMPLOYEE DEFINITIONS & PART-TIME EMPLOYEE BENEFITS**

### **FULL TIME DISPATCHER**

A dispatcher who is regularly scheduled to work a 4/2 or 5/2, 32-40 hours per week.

### **PART-TIME DISPATCHER**

An employee who is regularly scheduled to work at least eight (8) hours but less than twenty (20) hours per week.

**SALARY:** To be the same as full time starting pay

**HOLIDAY PAY:** All part-time employees will be paid one and one half (1½ ) times their regular pay for holidays actually worked.

**LEAVE TIME:** All part-time dispatchers will receive two (2) leave days per fiscal year.

**COURT TIME** Any part-time dispatcher who is required to attend any session of the court in his/her capacity as a dispatcher shall receive pay at their hourly rate for a minimum of three (3) hours.

**CLOTHING:** Clothing supplied to a part-time dispatcher when hired:

1. 2 shirts - any combination of long and short sleeve

2. 1 pair of dark blue or black authorized trousers

Black or dark blue trousers and black shoes will be worn while working. Clothing allowance for part-time dispatchers will be \$150 per fiscal year. Clothing allowance will be pro-rated per month from their first year anniversary date to the next fiscal year.

### **PER-DIEM DISPATCHER**

A dispatcher who is “on call” but not regularly scheduled to work and not part of the bargaining unit.

### **SENIOR DISPATCHER**

Subject to the direction of the Police Chief. The Senior Dispatcher is responsible for the efficiency and effectiveness of the dispatch center. He/She performs various functions relating to the administration and operation of the Dispatch Center as directed by the Chief of Police.

#### **Duties and responsibilities:**

In addition to regular Dispatcher duties, it is the duty and responsibility of the Senior Dispatcher to:

1. Familiarize himself/herself with the authority delegated to him/her.
2. Ensure that all dispatchers know, understand and execute both their duty assignments and the rules and regulations. Be sure that all Dispatchers are knowledgeable of all new developments in federal law, state law and departmental regulations.
3. Ensure that all dispatchers know in detail and are prepared to execute: all department regulations.
4. Take measures to insure that all dispatchers properly complete all required reports and records.
5. Faithfully carry out all orders from Superior Officers and communicate to the members of the department the nature of any orders which affect them.
6. Keep Superior Officers and himself/herself informed of all significant events or developments in the Dispatch Center which affect the department. If changes or revision in any present practice of the department seem advisable, submit oral or written reports detailing recommendations.
7. Assist in the administration of the Dispatch Center for:

- a. Improving working conditions for maximum efficiency and moral.
- b. Ensuring the proper and economical use of manpower, property and equipment.
- c. Scheduling of all Dispatchers.
- d. Recruitment and processing of new personnel..
- e. Training, testing and certifying all users on the CJIS terminal.
- f. Validating CJIS/NCIC records monthly.
- g. Maintaining all records for the Dispatch Center.
- h. Maintaining restraining orders.
- i. Maintaining sex offender registry information.
- j. Maintaining residential and business alarm information.
- k. Updating master cards, incidents and records in the police computer.
- l. Ordering of supplies for the Dispatch Center.
- m. Any other duties assigned by the Chief of Police or his designee.

**ARTICLE XXIII**

**TERM OF AGREEMENT**

**SECTION 1**

This Agreement shall be effective July 1, 2008 and shall expire on June 30, 2011.

**SECTION 2**

Either party may notify the other party of its desire to terminate or modify this Agreement by written notice mailed to the responsible signatories to this Agreement on or before July 1, 2008, but in no event later than April 1, 2011. Should neither party to this Agreement send such notice within such time limits, this Agreement will be considered to have been automatically renewed for an additional one (1) year.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

**For the Town of Ayer**

**For the Communications Workers of America**

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**Appendix A**

	<b>STEP 1 0 TO 1 YR.</b>	<b>STEP 2 1 TO 2 YRS.</b>	<b>STEP 3 2 TO 3 YRS.</b>	<b>STEP 4 3 TO 4 YRS.</b>	<b>STEP 5 5 + YEARS</b>	
<b>FY-2009</b>	<b>\$14.98</b>	<b>\$15.73</b>	<b>\$16.50</b>	<b>\$17.34</b>	<b>\$18.20</b>	<b>1%</b>
<b>FY-20010</b>	<b>\$15.28</b>	<b>\$16.04</b>	<b>\$16.83</b>	<b>\$17.69</b>	<b>\$18.56</b>	<b>2%</b>
<b>FY-20011</b>	<b>\$15.58</b>	<b>\$16.36</b>	<b>\$17.17</b>	<b>\$18.04</b>	<b>\$18.93</b>	<b>2%</b>

<b>Training Wage</b>	<b>\$10.00 per hour until Chief of Police feels trainee is proficient.</b>
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<b>Shift differential</b>	<b>3:00 p.m. to 11:00 p.m.</b>	<b>\$0.40 per hour</b>
	<b>11:00 p.m. to 7:00 a.m.</b>	<b>\$0.75 per hour</b>

<b>Senior Dispatcher Differential</b>	<b>\$1.00 per hour</b>
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## Appendix B

### SUBSTANCE TESTING

#### SECTION A:

The employer may administer one drug test during the one year probationary period each employee undergoes, provided such drug test is administered as agreed to through this Article and the employee is given forty-eight (48) hours advance notice of the test.

#### SECTION B:

**Serious Incidents and Accidents.** An employee who is involved in an accident as that term is defined in this section shall be required to undergo an examination once within eight hours of the accident. For the purposes of this section an accident is defined as the duty related discharge of a firearm which directly results in the death of another, the unplanned, unexpected and unintended discharge of a firearm or if the employee is involved in a motor vehicle accident which results in a fatality, an injury requiring transport for medical treatment or in property damage in excess of \$7,500.00.

#### SECTION C:

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

#### SECTION D:

**Procedures.** All testing conducted pursuant to this Article shall be conducted at a licensed testing facility and shall be performed by employees of the facility. It is expressly agreed that no testing shall be conducted by employees of the department. Testing under this Article may include hair samples, urine samples, blood samples or breath samples. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. Technicians performing the tests must be available for testifying regarding the test results, if required. Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used. The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987 and as updated. All samples provided hereunder shall be split so that a second test of the sample may be conducted. Only the employee shall have the right to re-test a sample and any expense of any re-test shall be borne by the employer. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision. The drug test screen will be limited to searching for presence of alcohol, marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines.

**SECTION E:**

**Impairment by Prescription Medicine.** An employee shall notify the Chief when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the Chief of the known side effects of such medication and the prescribed period of use. The Chief shall document this information through the use of internal confidential memoranda maintained in a secured file. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions. An employee prohibited from working may utilize sick leave or injured leave where appropriate or may be placed on unpaid leave of absence if neither sick leave nor injured leave is available.

**SECTION F:**

An employee who has a finding of positive from both the initial drug test and the split drug test may be allowed to enter an alcohol or drug rehabilitation facility and shall receive the full support of the department for so doing. An employee may use any accrued paid leave while attending such an inpatient facility. In lieu of entering an inpatient facility or upon discharge from such a facility, the employee shall provide an assessment of his condition by a health care professional certified in the field of drug/alcohol rehabilitation to the Chief. The Town reserves the right to discipline the affected employee. The employee shall participate in such program as recommended by the health care professional/stress unit and will authorize the release of information pertaining solely to the officer's progress and compliance with the program to the Chief. Upon returning to duty after the aforementioned period, the employee shall be subject to random drug screening for a period of eighteen (18) months. If such employee is again found to have used controlled substances, narcotics, hallucinogens or prescription drugs without a proper prescription from a physician or dentist, he/she may be subject to discipline. In the event that the initial test or the follow up test prove negative all records of the testing will be destroyed. In the event of a positive result on a follow-up test it will become a part of the employee's record as will the process following to assure that the employee remains substance free. Records and documents created pursuant to this Article shall be deemed privileged medical records and shall not be released to any party without the express written release of the employee or a valid court order.

