

**THE TOWN OF DUXBURY**

**AND**

**THE DUXBURY PUBLIC SAFETY DISPATCHERS  
M.C.O.P, LOCAL 376A**

**July 1, 2015 – June 30, 2016**

TABLE OF CONTENTS

ARTICLE I	AGREEMENT	3
ARTICLE II	RECOGNITION	4
ARTICLE III	MANAGEMENT RIGHTS	4
ARTICLE IV	UNION AND EMPLOYMENT SECURITY	5
ARTICLE V	HOURS OF WORK	6
ARTICLE VI	OVERTIME	7
ARTICLE VII	HOLIDAYS	8
ARTICLE VIII	VACATIONS	9
ARTICLE IX	SICK LEAVE	9
ARTICLE X	BEREAVEMENT	10
ARTICLE XI	MISCELLANEOUS PROVISIONS	11
ARTICLE XII	PERSONAL LEAVE	11
ARTICLE XIII	GRIEVANCE PROCEDURE	12
ARTICLE XIV	PAY PRACTICES	13
ARTICLE XV	WORK STOPPAGES	14
ARTICLE XVI	ANTIDISCRIMINATION	14
ARTICLE XVII	INSURANCE AND PENSION	14
ARTICLE XVIII	DURATION OF AGREEMENT	15
APPENDIX A	PERFORMANCE EVALUATION REPORT	16
APPENDIX B	TOWN OF DUXBURY LEAVE PROVISIONS	20
APPENDIX C	LEAD PUBLIC SAFETY DISPATCH JOB DESCRP.	27
APPENDIX D	PUBLIC SAFETY DISPATCH JOB DESCRIPTION	31
APPENDIX E	PEC AGREEMENT	35

## **PREAMBLE**

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this agreement is made and entered into by and between the Town of Duxbury, hereinafter referred to as "the Town", and Local 376A, MCOP, hereinafter referred to as "the Union". It has as its purpose the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of conditions of employment.

Now, therefore, in consideration of their mutual promises and agreements herein contained, the parties hereto mutually covenant and agree to the following:

## **ARTICLE I STABILITY OF AGREEMENT**

**1.0** If any of the provisions of this agreement shall in any manner conflict with any Federal Law or statute, or statutes of the Commonwealth of Massachusetts, and Municipal by-laws; with the exception of those sections of the Massachusetts General Laws outlined in Section Seven (7) of Chapter 150E, which have been specifically negotiated under the terms of this Collective Bargaining Agreement; such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this agreement shall remain in full force and effect.

**1.1** This agreement between the Town and the Union is intended to be and shall be in full settlement of all issues which were, or which the Union and the Town had by law the right to make the subject of collective bargaining in negotiations between them preceding the execution of this settlement.

**1.2** Either party may at any time propose specific amendments to this agreement and the parties may mutually agree on amendments and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed amendments.

**1.3** Unless otherwise provided for in this agreement, the provisions of the 1984 Duxbury Personnel Plan and all subsequent Personnel Plans accepted by the Town shall not be a part of this agreement, unless agreed to in accordance with the provisions of Section 1.2.

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

**1.5** The Union agrees to perform duties at the fire station and serve the Town as combined dispatch (Public Safety Dispatchers) in the Duxbury Regional Emergency Communications Center under the Fire Chief.

## **ARTICLE II RECOGNITION**

**2.0** The Town recognizes Local 376A, MCOP, as the sole and exclusive collective bargaining agent with respect to those issues and rights allowed under Chapter 150E, M.G.L. for all full-time public safety civilian dispatchers, employed by the Town, to work 8 hours per day on a 4 days on and 2 days off schedule exclusive of all confidential, managerial, Civilian Dispatch Manager, and all other employees.

## **ARTICLE III MANAGEMENT RIGHTS**

**3.0** Except as expressly limited by a specific provision of this agreement, the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the Department and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives, which the Town has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the town. Without limiting the generalities of the foregoing, the town shall have the right of scheduling of work to be performed, making work assignments, declaring an emergency situation to exist, discipline for just cause, maintaining discipline and efficiency of employees, and the right to make and enforce reasonable rules for the safe, efficient, and orderly operation of the Department.

The Town of Duxbury will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise all the powers, authority and prerogatives of management including, but not limited to, the following items:

- (A) the operation and direction of the affairs of the Duxbury Police and Fire Departments in all of their various aspects.
- (B) the determination of the level of services to be provided and the direction, control, and supervision of employees;
- (C) the increase, diminishment, change or discontinuation of operations in whole or in part subject to impact bargaining;
- (D) the determination of the location, organizational structure, number of employees, and the work area of employees, subject to impact bargaining;
- (E) the enforcement of working hours;
- (F) the requirement and assignment of overtime, or extra hours;
- (G) the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Duxbury Police and Fire Departments;
- (H) the suspension, discipline, demotion, or discharge of employees, subject to just cause;
- (I) the hiring of temporary employees to fill employee positions where the employee is on an approved leave of absence;
- (J) the direction, control, supervision, and evaluation of the employees,
- (K) the determination of employee classifications or ranks,
- (L) the institution of technological changes from time to time, or the revising of processes, systems or equipment from time to time,
- (M) the alteration, addition or elimination of existing methods, equipment, facilities, or programs,
- (N) the determination of the organization, number, and training of personnel,

- (O) the assignment of duties and work assignments including the change of duties and work assignments from time to time,
- (P) the creation, assignment and changes of tours of duty, including the establishment and change from time to time and the determination of the number of tours and the changing of the number of tours.
- (Q) the granting and scheduling of leaves apart from those covered by this agreement,

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town of Duxbury, acting through Town Manager and supervisory personnel, retains all the rights and prerogatives it had prior to the signing of this Agreement, either by law, custom, practice, usage, or precedent to manage and control the Town of Duxbury.

#### **ARTICLE IV UNION AND EMPLOYMENT SECURITY**

**4.0** The Town agrees to permit representatives of the Union to enter upon Town property for the sole purpose of individual discussions of working conditions and/or grievances with employees or discussions with management, provided such discussions do not interfere with the performance of duties assigned to such employees and prior approval has been given by the Fire Chief involved in the matter.

**4.1** A written list of Union stewards and other representatives shall be furnished to the Town immediately after their designation and the Union shall notify the Town of any Changes. The Fire Chief may grant time off with pay to designated representatives to negotiate the collective bargaining agreement, attend grievance meetings, grievance arbitrations, or labor relations proceedings.

**4.2** The Local President will be notified of any disciplinary action to be taken against an employee covered by this agreement. He/she may exercise the option to be present during any discussion(s) and will be solely responsible for notifying the M.C.O.P representative. A copy of any record made regarding the aforementioned discussion(s) and any written warning issued to the employee, as a result of this discussion(s), shall be made available to the Union upon request.

**4.3** Except as the needs of the Department may require and as otherwise directed by the Fire Chief, the principles of seniority shall apply in respect to tenure of employment, layoff, and certain benefits described herein. The Fire Chief will determine the number of full and part-time employees to be laid off. Any full-time employee designated for layoff will have an opportunity to bump part-time employees regardless of the part-time employees' seniority. Those employees laid off shall be given first consideration for recall in reverse seniority for new openings within the bargaining unit for a period not to exceed eighteen (18) months from the effective date of layoff or the employee's length of service at the time of layoff, whichever is less. All benefits and other provisions of this agreement cease upon layoff from active service except those employees with recall rights shall continue to accrue seniority during recall. Seniority date or length of service of an employee covered by this agreement shall be the first day of full or part-time uninterrupted employment (including the probationary period) in the classification covered by this agreement except with respect to vacation, longevity and sick leave eligibility, which shall use a definition of uninterrupted full-time or regularly scheduled part-time employment with the Town.

4.4 An employee newly hired into the unit, after the effective date of this agreement, shall serve a probationary period of one year to determine fitness for service with the hiring department. During the employee's probationary period, he/she may be terminated without just cause and the Union shall not question the Town's right to terminate such probationary employee. Should the probationary employee fail to work each of his/her scheduled days, the probationary period shall be extended by an equal number of days. Nothing contained herein shall prevent the Town from assigning other town employees to perform the work covered by this agreement.

4.5 Collective bargaining negotiations will be conducted on duty hours.

4.6 During the life of this agreement and in accordance with the terms of the form of authorization, the Town agrees to deduct, from the payroll each pay period, union membership dues levied by the Union, in accordance with the provisions of Chapter 130, Section 17A of the General Laws of Massachusetts, from the pay of each employee, who executes the prescribed form, and will remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10<sup>th</sup> day of the succeeding month.

4.7 Each employee within the bargaining unit who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment a service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but shall not be more than the amount of periodic dues paid by employees who are members of the Union. This article shall not become operative as to employees in the bargaining unit, until thirty (30) days after hire, in the case of new hires, or thirty (30) days after this agreement has been formally executed in the case of all other bargaining unit employees. Further, this article shall not become operative unless it is instituted pursuant to the provisions of the Chapter 150E of the Laws of the Commonwealth of Massachusetts and the rules and regulations of the State Labor Relations Commission, which requires, in part, that an agency service fee be instituted only on vote of a majority of all employees in the bargaining unit present and voting.

## **ARTICLE V HOURS OF WORK**

5.0 Regular work shifts or tours of duty shall normally consist of eight (8) hours work per day and a week's work shall be calculated at and based on a thirty seven and one-half (37.5) hour week (normally Monday through Sunday), except for the practicable administration for operation of the four-and-two work schedule hereinafter provided. Work shifts are as follows:

8:00 a.m. – 4:00 p.m.

4:00 p.m. – 12 Midnight

12 Midnight – 8:00 a.m.

In addition the Chief may create other shifts based on operational needs, for example 6:00p.m. – 2:00a.m. Permanent shifts will be offered to full-time employees first, if they are temporary shifts they will be offered to the reserve part-time employees first.

During the term of this agreement the present work schedule consisting of four (4) consecutive work shifts of scheduled active duty, followed by two (2) work shifts of inactive duty shall apply. A four-on-two-off work schedule showing tours of daily duty and daily off-duty hours for all dispatchers covered by this agreement shall be made by the Chief. In addition, the chief may create other shifts based on operational needs, for example 6:00PM- 2:00AM. Permanent shifts will be offered to full-time employees first, temporary shifts will be offered to the reserve part-time employees first.

**5.1** Except in an emergency (as determined by the Chief) a dispatcher shall not work more than sixteen (16) hours, excluding court time, in any twenty four (24) hour period regardless of when that twenty-four (24) hour period begins or ends, except as directed by and at the discretion of the Chief.

**5.2 Court Time** – Whenever an employee covered by this agreement is subpoenaed to appear as witness in a civil action during his/her off-duty hours and his/her appearance relates to his official function as a member the Department, he/she shall be paid at his/her straight time hourly rate for the actual hours required and spent as a witness, hour for hour. If such time will put the employee over his/her regular hours, then he/she shall be paid at time and one half their hourly pay for such time as long as the Fair Labor Standard Act applies.

## **ARTICLE VI OVERTIME PAY**

**6.0** Overtime pay at the rate of one and one-half (1½) times the employees' regular straight time hourly rate shall be paid for work performed in excess of 8 hours per shift.

**6.1** In the interest of Town economy and employee consideration the Fire Chief shall make every reasonable effort to keep overtime pay work to a minimum.

**6.2** In emergencies or as the needs of the department require, employees covered by this agreement may be scheduled and required to perform work on an unscheduled basis with pay in accordance with Section 6.0. There shall be one list for purposes of covering vacancies of full-time employees. The list shall be based on a rotating basis and overtime will be offered as equitable as practicable. The list will be maintained by the Fire Chief.

**6.3** Employees called back to perform unscheduled work after having completed his/her assigned work and having left the department shall be paid at one and one-half (1½) times the hourly rate for such unscheduled work but shall receive no less than 4 hours pay for dispatch work, and a two (2) hour minimum for meetings and trainings. Call back is defined as a request to report to work in an emergency when additional dispatchers are needed.

**6.4** Employees held more than fifteen (15) minutes beyond their regularly scheduled quitting time will be paid at the appropriate rate for a full hour. Should the cause for the aforementioned payment be the tardiness of the next scheduled employee, the cost will be borne by the relieving employee.

**6.5** Employees may substitute or exchange time with other dispatchers when approved by the Fire Chief or his/her designee in advance. No overtime pay shall be paid to any employee for such substitute or exchange time. Any employee, who fails, for any reason, to work a substitute or exchange period, having previously agreed to do so, shall be responsible for providing a suitable replacement. If the Town has to provide a replacement from the overtime list, the employee who

originally failed to fill in on exchange time shall be responsible for all payments for hours worked by the employee called from the overtime list.

**6.6** There shall be no duplication or pyramiding of overtime payments. In any workweek in which the Town is required by law to pay overtime rates, it shall have discharged its obligation for such workweek by paying at the rates provided herein so long as the minimum requirements of the law are met.

## **ARTICLE VII HOLIDAYS**

**7.0** Employees, including probationary employees, shall be granted a days pay for the following eleven (11) each year, provided they work their regularly scheduled day previous to and following the holiday and are actively employed on the observance of each holiday:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	

**7.1** -- Any employee required to work on any of the above holidays shall receive time and one half of their regular rate for all hours worked in addition to their holiday pay. Employees who are not scheduled to work and work on New Years' Day, Christmas Day, July 4<sup>th</sup> and/or Thanksgiving Day, will be compensated at a double time rate in addition to receiving holiday pay."

**7.2** The Town shall not be required to pay holiday pay to an employee for any holiday on which he/she has agreed to work if he/she fails, without being excused, to work the agreed upon number of hours except when there is adequate reason as determined by the Fire Chief.

**7.3** If a holiday falls during an employee's vacation, such employee shall be entitled to either holiday pay or an additional vacation day based on the Fire Chief's decision as to the needs and circumstances of the department.

**7.4** Employees may be permitted to use compensatory time off within a reasonable period (but during the same fiscal year), provided it does not adversely affect departmental operation and has the advanced approval of the Fire Chief. Compensatory time may only be accumulated as holiday compensatory time and must be mutually agreed to by the Chief and employee.

**7.5** Accrued holiday compensatory time off may be taken, provided the Fire Chief is given a written request and the shift has been filled. Notice of holiday comp time must be provided to the Chief one (1) week prior to the Holiday. An employee can request holiday comp within seven (7) days but the request will only be granted if there is someone to work the shift requested.



**ARTICLE VIII  
VACATION**

- 8.0** Vacation with pay shall be granted to regular employees as follows:
- a. In the instance of employees who have been employed for less than thirty (30) weeks as of July first in the current year, vacation leave of one day shall be granted with full pay for each three weeks of employment provided (1) that such vacation leave shall not exceed ten (10) days, and (2) that such vacation leave credit shall be calculated from the first day of uninterrupted employment with the Town.
  - b. Vacation leave of two (2) calendar weeks shall be granted to any employee who, as of July first, has been employed by the Town for at least one year but less than five (5) years.
  - c. Vacation leave of three (3) calendar weeks shall be granted to any employee who, as of July first, has been employed by the Town for five (5) but less than ten (10) years.
  - d. Vacation leave of four (4) calendar weeks shall be granted to any employee who as of July first, has been employed by the Town for at least ten (10) years.
  - e. Vacation leave of five (5) calendar weeks shall be granted to any employee who, as of July first, has been employed by the Town for twenty-five (25) years or more.

**8.1** The vacation year shall be from July 1 to June 30. Vacation leave shall be given at the employee's convenience but subject to the approval of the Fire Chief, which is based on the need to maintain department operating efficiency.

**8.2** Vacation pay will be based on the normal weekly hours of employment (exclusive of overtime) at the salary at the time the vacation is taken.

**8.3** **Vacation Carry Over** Employees are encouraged to utilize all of their available (accrued) vacation every year. The Town recognizes that due to the nature of work performed by employees, there may be an occasion when it is not possible to utilize all of their vacation. At the Town's discretion, employees may carry over, from one fiscal year to the next, up to five vacation days. To be eligible to "carry over" vacation, an employee must put the request in writing not later than April 30<sup>th</sup> of each fiscal year. The request shall be presented to the Fire Chief, who will respond within 2 weeks of the request. Any vacation leave, unused or not carried over will be considered lost.

**ARTICLE IX  
SICK PAY**

**9.0** All employees covered by this agreement shall be eligible to receive time off without loss of pay in event of a bona-fide personal illness and non-service connected injury on the following basis:

First year – 0 to 90 days	No sick pay
First year – after 90 days	Sick pay benefits begin to accrue at the rate of one hour for every fifteen hours worked, up to a maximum of one hundred hours.
After first year	One hour of sick pay for every fifteen hours worked, up to a maximum of one hundred twenty hours.

9.1 Employees may accumulate unused sick pay eligibility from year to year to a maximum of 1,200 hours.

9.2 A physician's certificate of illness may be requested by the Fire Chief for any period of illness, provided the Fire Chief has justifiable reason for such request. In any event, a physician's certificate of illness shall be submitted by the employee to the Fire Chief after three (3) days absence, unless voided by the Fire Chief. If a certificate is requested for absence of less than three (3) days. Unless excused, failure to submit a certificate shall result in nonpayment of sick pay.

9.3 Upon termination of employment with the Town due to the employee's death or retirement, the employee or, in the event of death, the employee's estate, shall be given a day's pay for each three days of the unused portion of the accumulated sick leave, up to a maximum of fifty (50) days payment.

9.4 In order to receive sick pay the employee must notify the Fire Chief of the necessity to be absent because of injury or illness as soon as possible, but in no event later than the start of the shift, unless extenuating circumstances arise where medical attention is required i.e. unforeseen auto accident en route to place of employment or sudden illness.

9.5 Any member who calls in sick and states that he/she is unable to work a scheduled shift, shall notify the department if he/she at any time during the work period shall become fit for duty. The member shall be denied that days sick pay if it is found that the officer is not sick and should have reported his/her availability for work.

9.6 Any Public safety Dispatcher who has accumulated in excess of the maximum sick leave in a given year will receive compensation of one third (1/3) of the excess sick leave not used in the current year. This compensation will be in the form of pay, payable in July of the following fiscal year.

9.7 In cases where an employee is absent due to an accident that occurs while at work causing him/her injury, the employer agrees to make up the difference between the employee's regular wages and the amount the employee received in worker's compensation to the extent that the employee has accumulated any unused personal, sick and/or vacation time. After this time has been exhausted, the employee will receive only worker's compensation.

9.8 No employee shall be gainfully employed by another employer, or engaged in activities that are inconsistent with the claim of disability or illness, while on Family Medical Leave, sick leave or worker's compensation leave from the Town.

## **ARTICLE X BEREAVEMENT**

10.0 Employees covered by this agreement may have up to three (3) consecutive calendar days off without loss of pay in the event of a death in the immediate family of said employee, namely husband, wife, children, or the employee's mother or father, sister or brother, grandparents and grandchildren. Employees may have up to three (3) consecutive calendar days off without loss of pay in the event of the death of the employee's mother-in-law or father-in-law and two (2) days off

without loss of pay for the death of the employee's brother-in-law or sister-in-law. The days of this funeral leave shall be reduced or not allowed if the period of funeral leave occurs while the employee is on vacation, on sick leave, holiday or during a time when the employee is not scheduled to work. Additional time off, without pay, may be granted by the Fire Chief for justifiable reasons.

## **ARTICLE XI MISCELLANEOUS PROVISIONS**

### **11.0 Meetings**

When the Fire Chief determines that it would be beneficial to meet with all or part of the dispatchers, he/she shall post a notice one (1) week in advance of the meeting. Off-duty employees will be expected to attend, unless excused by the Fire Chief or his/her designee, for compelling reasons of personal illness or injury, or other extenuating circumstances. These meetings (not to exceed two (2) two-hour meetings per fiscal year) shall be paid for off-duty employees on time spent at the meeting with a two (2) hour minimum.

### **11.1 Bulletin Boards**

The Town shall provide space for a Bulletin Board of reasonable size to be used for Union notices concerning Union business and activities. All such notices shall be approved for posting by the Fire Chief.

### **11.2 Vacancies**

When the Fire Chief determines that a position covered by this agreement should be filled, the vacancy shall be offered to present bargaining unit employees first, however, nothing will prevent the Town from hiring more qualified applicants from outside the bargaining unit.

### **11.3 Clothing Allowance**

The Town shall continue to purchase uniforms for employees covered by this agreement. As of July 1, 2000 an annual allowance of up to \$450.00 for full-time employees will be paid for shirts, trousers, shirt badge and patches as presented by the Fire Chief and as needed by the employee. As of July 1, 2000 each employee shall receive an annual cleaning allowance of \$250.00 payable on the first pay period of the fiscal year.

### **11.4 First Responder Course**

The Town agrees to reimburse employees who are required to pay for books or tuition not initially purchased by the Town during the certification process as a first responder. The member must maintain first responder, CPR, 911, EMD, and CJIS Certification.

### **11.5 Town Wide Insurance Committee**

The Union agrees to participate in the Town Wide Insurance Committee.

**11.6** Loss of 911, EMD, CJ15 certification will result in loss of job.

## **ARTICLE XII PERSONAL LEAVE**

### **12.0 Personal Days**

An employee may use up to twenty-four (24) hours per fiscal year for compelling personal reasons.

### **12.1 Jury Duty**

Employees required to serve as a juror during a regularly scheduled workday shall be paid for the difference between jury pay and his/her straight time hourly rate for those hours not worked during the first six (6) weeks of jury duty.

## **12.2 Military Service**

A full-time employee will be granted an unpaid annual leave, not to exceed fifteen (15) days, to fulfill his/her reserve obligation. The time off shall not be counted as vacation time unless requested by the employee. Ordered to active duty or volunteering for duty beyond fifteen (15) days, will discontinue benefits and seniority accrual. Pay, benefits and seniority eligibility, upon enlistment or selective service order to military service, will be governed by any obligation imposed on the Town by the appropriate federal statutes.

## **ARTICLE XIII GRIEVANCE PROCEDURE**

**13.0** Any difference as to the interpretation of this agreement in its application to a particular situation or as to whether it has been observed and performed and the disposition of which is not provided for in any law, rule, or regulation, shall be a grievance under this agreement. Should any employee have a grievance, an earnest effort shall be made to settle such grievance at the earliest possible time by use of the following procedure:

**Step 1** – Within fifteen (15) calendar days after the occurrence of the situation, condition or action giving rise to the grievance, the aggrieved employee shall present in writing and discuss the grievance with to his/her supervisor giving all pertinent information relative to the grievance, indicate the specific article violated and the relief requested.

**Step 2** – If the employee grievance is not settled under Step 1, the aggrieved employee may, within fifteen (15) calendar days, refer the grievance to the Department Head. Such grievance shall be in writing, give all of the pertinent information relative to the grievance, and indicate the relief requested.

**Step 3** – If the grievance is not adjusted under Step 2 within fifteen (15) calendar days, the grievance shall be forwarded by the employee to the Town Manager of the Town, who shall give a decision in writing within fifteen (15) calendar days.

**13.1** The time limits outlined in this grievance procedure may be extended at any time by mutual agreement of the parties.

**13.2** The employee shall have the right to have Union representation present at meetings held by the parties at Step 2 and 3 of this procedure.

**13.3** Whenever practicable, grievances shall be processed at a time and place so that the employees will not suffer any loss of regular salary as a result of their required attendance.

**13.4** Any grievance not settled through the grievance procedure may be presented to arbitration within thirty (30) days after the final decision of the Town Manager has been given to the employee.

**13.5** A request for arbitration shall state in reasonable detail the nature of the dispute, the specific provisions(s) of the agreement alleged to have been violated and the remedy requested. The

request shall be sent to the American Arbitration Association for all arbitrations, as contained herein and a copy shall be furnished to the Town.

13.6 Within fifteen (15) calendar days following a written request to the American Arbitration Association, a panel of names shall be submitted from which an arbitrator may be chosen.

13.7 In the selection of an arbitrator and the conduct of any arbitration the Voluntary Labor Arbitration rules shall control.

13.8 Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator, meeting place and other incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

13.9 Nothing contained herein, shall be construed so as to authorize any arbitrator to alter or modify this agreement or any of its provisions or to take any action to prevent the Town and the Union from settling by mutual agreement, prior to final decision, any grievance submitted to arbitration hereunder.

13.10 The decision of the arbitrator shall be final and binding on both parties.

**ARTICLE XIV  
PAY PRACTICES**

14.0 Employees covered by this agreement shall be paid in accordance with the following rate range:

Effective Date	Step 1	Step 2	Step 3
2% FY 16 July 1, 2015 - June 30, 2016	\$20.70	\$22.77	\$24.84

14.1 Progression through the rate range is not automatic but as determined by a performance evaluation score of overall satisfactory or above. Any employee who does not warrant an increase when eligible will be given reconsideration for such increase when all deficiencies are corrected.

14.2 Fill-time employees are eligible for pay increases upon satisfactorily completing at least one (1) year of continuous active service, provided the current rate of pay is below the maximum step.

14.3 Public Safety Dispatchers whose regularly assigned (8) hour shift of tour of duty is between the hours of 4:00 p.m. to 12:00 midnight and between 12 midnight and 8:00 a.m. shall receive the following additional payment per eight hour tour of duty:

<b>FY 10</b> 4 p.m. to midnight	<b>FY 10</b> 12 midnight to 8 a.m.
Total: \$.37 cents - \$2.80 per shift	Total: \$.48 cents - \$3.60 per shift
<b>FY 11</b> 4 p.m. to midnight	<b>FY 11</b> 12 midnight to 8 a.m.
Total: \$.37 cents - \$2.80 per shift	Total: \$.48 cents - \$3.60 per shift
<b>FY 12</b> 4 p.m. to midnight	<b>FY 12</b> 12 midnight to 8 a.m.
Total: \$.37 cents - \$2.80 per shift	Total: \$.48 cents - \$3.60 per shift

Officers must have worked, or be credited with working, the full tour of duty to be paid the additional amount. No additional payment shall be made to officers working between the hours of 4:00 p.m. and 8:00 a.m. on exchange time, filling vacancies, special detail, or any other unscheduled or overtime work, nor shall the additional amount be added to the hourly wage for purposes of computing overtime, or paid leaves of absence. All assignments to work shifts shall be made and approved by the Chief and/or Lieutenant.

**14.5** The Public Safety Dispatcher Coordinator receives an annual stipend of \$1,500 payable bi-annually. These positions shall be applied for annually and selection will be based on the individual's experience, knowledge and ability. Fills and schedules shifts for full-time and part-time Public Safety Dispatchers. Shall document for payroll purposes, both electronically and in written form, all time worked. The Administrative Coordinator shall assist in scheduling, notifying, documenting, training and assist the Dispatch Manager with other administrative tasks, such as but not limited to, the maintenance of policy, procedure, and standard operating guidelines.

**14.6** Public Safety Dispatch EMD Coordinators shall receive a stipend of \$1,500 annually. These positions shall be applied for annually and selection will be based on the individual's experience, knowledge and ability. Oversees all aspects of emergency medical dispatch, coordinates and issues training in keeping with all State Laws and 911 Department regulations. Ensures QA/QI is performed. Maintains selected EMD software and all EMD protocols.

**14.7** All unit pay must be processed via direct deposit.

## **ARTICLE XV WORK STOPPAGES**

**15.0** Pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Union and the employees agree not to engage, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by employees, including extra-hour services from the Town.

**15.1** Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately in writing order such members to return to work and immediately cease such practices. The Town shall receive a copy of this written notice.

## **ARTICLE XVI ANTI-DISCRIMINATION**

**16.0** There shall be no discrimination by the Town or its agents against an employee because of his membership in the Union nor shall there be discrimination by the Union or any of its agents against any employee of non-membership in the Union.

## **ARTICLE XVII INSURANCE AND PENSION**

**17.0** The present method of the Town paying seventy-five (75%) of the basic medical insurance premium and deducting the remainder through regular payroll deduction shall remain in effect. Should the Town vote to modify the aforementioned participation rate, both parties agree to open this agreement as soon as possible to discuss modification of this section.

17.1 The present method of the Town paying seventy-five (75%) of the premium of the five thousand dollar (\$5,000.00) Life Insurance and Dismemberment policy and deducting the remainder through regular payroll deduction shall remain in full effect. Also, the present method of the Town offering optional Life and Dismemberment Insurance and deduction of full payment for said insurance through regular payroll deduction shall remain in effect.

17.2 Notwithstanding any other provisions of the parties' collective bargaining agreement, including without limitation those related to health insurance, the Employer has the right to make changes to health insurance pursuant to provisions of c. 69 of the Acts of 2011, amending MGL c. 32B (the "Health Insurance Statute").

The present method of making the requirement contributions from regular salary to the Plymouth County Retirement Association by employees toward pension upon retirement shall be continued.

**ARTICLE XVIII  
DURATION OF AGREEMENT**

18.0 This agreement shall be effective as of July 1, 2015 through June 30, 2016, and from year to year thereafter unless modified or terminated as herein provided.

18.1 Either the Town or the Union may re-open this agreement by written notice to the other not more than one hundred and eighty (180) days and less than sixty (60) days prior to July 1, 2016, or prior to July 1 of any subsequent year. Not more than fifteen (15) days following the receipt of such notice, collective bargaining negotiations shall commence for the purpose of concluding the terms of a modified agreement.

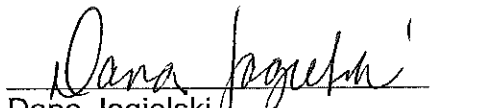
Agreed to this 4 day of January, 2016

**FOR THE UNION**

**FOR THE TOWN**

  
Kevin Doane  
Duxbury Public Safety Dispatchers  
M.C.O.P., Local 376A

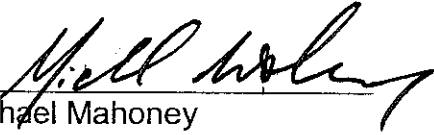
  
David J. Madigan  
Board of Selectmen

  
Dana Jagielski  
Duxbury Public Safety Dispatchers  
M.C.O.P., Local 376A

  
Shawn Dahlen  
Board of Selectmen

  
~~Scott Kane~~ *Scott Kane*  
Duxbury Public Safety Dispatchers  
M.C.O.P., Local 376A

  
Theodore Flynn  
Board of Selectmen



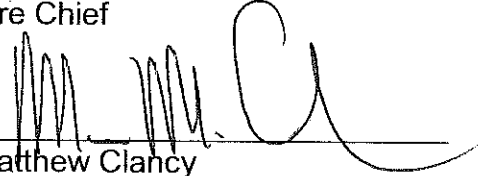
Michael Mahoney  
Duxbury Public Safety Dispatchers  
M.C.O.P., Local 376A



Rene Read  
Town Manager




Kevin Nord  
Fire Chief



Matthew Clancy  
Police Chief

Dated:

  
Matthew Riggs

Dated: \_\_\_\_\_



**Appendix A  
Performance Evaluation Tool**

**DUXBURY PUBLIC SAFETY DISPATCH PERFORMANCE  
EVALUATION REPORT**

**RANK/NAME:** \_\_\_\_\_

**STATUS:**  Permanent  Probationary

**Rating Period:**  01/01/\_\_\_\_ To 06/30/\_\_\_\_  07/01/\_\_\_\_ To 12/31/\_\_\_\_

**FROM: TO: DATE OF EVENT:**

<b>Instructions</b>	
1. Read Policy #4.26A before completing this form.	
2. Evaluate performance observed only during the period designated above, check one box which represents your best objective evaluation for a major category of job related factors. Do not rate a sub-category unless it deviates substantially from the general rating. When it does, place the letter in the rating box which the sub-category merits and explain the deviation as a comment.	
<b>3. Rating Standards</b>	
<b>Superior:</b>	Performance for the factor is excellent, Consistently exceeding expectations; Always follows through and does what he or she is tasked to do.
<b>Very Good:</b>	Meets all expectations. Strives for excellence. Sometimes exceeds requirements.
<b>Satisfactory:</b>	Consistently competent performance for the factor and sometimes exceeds requirements.
<b>Needs Improvement:</b>	Total performance occasionally or periodically falls short of normal standards; the rater believes the employee can and will make improvements. May have slipped in performance or be new to the job or rank.
<b>Unsatisfactory:</b>	Performance for the factor is clearly inadequate. The employee has demonstrated inability or unwillingness to improve.

**JOB RELATED FACTORS**

Superior\*   
  Very Good   
  Satisfactory   
  Needs Improvement   
  Unsatisfactory\*   
  Not Observed

**1. JOB KNOWLEDGE**

- a. Uses knowledge base effectively;
- b. Advice and counsel highly valued;
- c. Applies new information quickly;

--	--	--	--	--	--

**2. APPEARANCE**

- a. Personal appearance;
- b. Uniforms & equipment;
- c. Assigned vehicle.

--	--	--	--	--	--

**3. COMMUNICATION SKILLS WITH CO-WORKERS**

- a. Attitude and general demeanor in dealings with other public safety personnel;
- b. Professional Telephone & radio skills;
- c. Works cooperatively with others within the department;
- d. Speaks clearly and effectively.

--	--	--	--	--	--

**4. COMMUNICATION SKILLS WITH THE PUBLIC**

- a. Attitude and general demeanor in dealings with the public;
- b. Overall professional conduct in dealing with the public
- c. Speaks clearly and effectively.

--	--	--	--	--	--

**5. ATTENDANCE**

- a. Consider tardiness, punctuality;
- b. Occasions of Absenteeism

--	--	--	--	--	--

**6. TASK MANAGEMENT**

---

- a. Completes assignments within the deadline given;
- b. Assignments are complete and thorough
- c. Accurate information, grammar, spelling

--	--	--	--	--	--

**7. USE OF INITIATIVE**

- a. Demonstrates enthusiasm and persistence
- b. Anticipates and meets unit needs;
- c. Works with little or no direction;
- d. Makes things happen – results oriented;
- e. Able to make difficult decisions.

--	--	--	--	--	--

**8. INCIDENT SCENE MANAGEMENT**

- a. Organization and coordination of resources
- b. Application of investigative techniques;
- c. Manages total process to conclusion.

Superior*	Very Good	Satisfactory	Needs Improvement	Unsatisfactory*	Not Observed

**9. INCIDENT/EVENT DOCUMENTATION**

- a. Timeliness of report creation
- b. Accuracy of reports/documentation of events
- c. Grammar/Spelling issues
- d. Thoroughness of completed input (checked boxes)

--	--	--	--	--	--

**QUESTIONS 10-12 COMPLETE FOR SUPERVISORY POSITIONS ONLY**

**10. MANAGING PERFORMANCE**

- a. Conducts timely and candid evaluations
- b. Provides frequent, realistic feedback
- c. Documents strengths/weaknesses
- d. Takes effective corrective action
- e. Good recommendations for improvement

--	--	--	--	--	--

**11. DEVELOPING SUBORDINATES**

- a. Coaches subordinates effectively;
- b. Assigns meaningful, challenging assignments;
- c. Recommends/implements training to enhance skills.

--	--	--	--	--	--

**12. ACHIEVING RESULTS**

- a. High performance standards and delivers results
- b. Effectively delegates authority & responsibilities;
- c. Encourages innovation
- d. Leads by example;
- e. Ensures subordinate reports are accurate, complete and timely.

--	--	--	--	--	--

**11. Other Factors (optional)**

List other job related factors evaluated such as judgment, dependability, suggestions for improvements, stressful events, etc.

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

--	--	--	--	--	--

**RATING SUPERVISOR'S COMMENTS:**

---



---



---



---



---



---



---

**PERFORMANCE GOAL, OBJECTIVES AND EXPECTATIONS FOR NEXT EVALUATION PERIOD:**

---

**SUPERIOR**  
  
 Superior in all factors rated

**VERY GOOD**  
  
 Very good or better in majority of factors rated. No factors rated lower than satisfactory'

**SATISFACTORY**  
  
 Satisfactory or better in majority of factors rated. Not more than one factory rated as needs improvement

**NEEDS IMPROVEMENT**  
  
 No unsatisfactory factors and two of more factors rated as needs improvement.

**UNSATISFACTORY**  
  
 One or more factors are rated as unsatisfactory. (Check box at top of page one)

**RATED EMPLOYEE'S COMMENTS:**

---



---



---



---



---



---



---

Rated Employee\*\*: \_\_\_\_\_ Date: \_\_\_\_\_

Rating Supervisor\*: \_\_\_\_\_ Date: \_\_\_\_\_

Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_

\* Comments or explanation required to justify factors rated Superior or Unsatisfactory  
 \*\* Signature indicates only that the rated employee has read and discussed this evaluation with rating supervisor, but does not signify agreement.

## **Appendix B Employee Leave Provisions**

### **FAMILY AND MEDICAL LEAVE POLICY**

It is the policy of the Town of Duxbury to provide leave in accordance with the Family and Medical Leave Act of 1993 ("FMLA").

All eligible employees are entitled to take up to twelve (12) workweeks of FMLA leave during a twelve-month period under the following definitions and procedures.

No employee shall be gainfully employed by another employer, or engaged in activities that are inconsistent with the claim of disability or illness, while on Family Medical Leave, sick leave or worker's compensation leave from the Town.

### **ELIGIBLE EMPLOYEES:**

Individuals who have worked for the Town for at least twelve months and provided at least 1,250 hours of service during the twelve months before the leave commences.

### **ELIGIBLE EMPLOYEES ARE ENTITLED TO FMLA LEAVE FOR:**

1. The birth of a child and to care for the child or the adoption or placement for foster care of a child under 18 (or over 18 if the child has a physical or mental disability and is unable to care for him/herself).
2. A serious health condition which prevents the employee from performing the functions of his/her job.
3. To care for a child, parent or spouse who has a serious health condition.
4. Military service or family military leave
5. Caring for a family member recovering from an illness or injury suffered while on active military duty up to 26 weeks of unpaid leave in a single 12-month period.

### **DEFINITIONS:**

**CHILD:** Biological, adopted or foster children, stepchildren, or the child of a person with legal guardianship or who has day-to-day responsibility to care for and financially support a child, even if there is no biological or legal relationship; foster child, a stepchild, a legal ward, or a child or a person standing in *loco parentis*.

**CONCURRENT LEAVE:** State and Federal mandated leave entitlements normally run concurrently with each other and with leave provisions under any applicable collective bargaining agreement or policy.

**HEALTH CARE PROVIDER:** A doctor of medicine or osteopathy authorized to practice medicine or surgery by the State in which the doctor practices; a clinical social worker or a Christian Science practitioner or any other person determined by the Secretary of Labor, to be capable of providing health care services as defined under FMLA regulations.

**INTERMITTENT LEAVE:** Time away from the job taken in separate blocks of time due to a serious health condition.

PARENT: The biological parent, or persons who had day-to-day responsibility to care for and financially support a child. Parents-in-law are not included.

REDUCED LEAVE SCHEDULE: Reduction in the number of hours per workday or workweek.

SERIOUS HEALTH CONDITION: An illness, injury, impairment or physical or mental condition that involves:

1. Treatment as an inpatient in a hospital, hospice or residential medical care facility; or
2. A health condition that requires continuing treatment by or under the supervision of a health care provider. Continuing treatment includes: a) two or more treatments by a health care provider; (b) two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; c) a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of a health care provider.
3. A health condition that requires continuing treatment by or under the supervision of a health care provider for a chronic or long term health condition that is incurable or so serious that if untreated, would likely result in an absence from work of more than three days.

Examples of serious health conditions include: Heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, diabetes, epilepsy, asthma, alcoholism, emphysema, severe nervous disorders, injuries caused by serious accidents on or off the job, the need for prenatal care, childbirth and recovery from childbirth.

TWELVE-MONTH PERIOD: The "rolling" twelve-month period measured backward from the date any employee uses any FMLA leave.

SPOUSE: Defined in accordance with applicable State law, married couples that work for the Town are limited to a combined total of 12 workweeks during the 12-month period if leave is taken for birth or placement for adoption or foster care of a child or to care for a sick parent. Such leave to care for birth or placement for adoption or foster care of a child must be taken within 12 months beginning on the date of birth or placement for adoption or foster care.

## PROCEDURE

### NOTICE OF INTENT TO USE LEAVE:

Eligible employees will provide written notice of their intent to use FMLA leave to the Town Manager, thirty days in advance when the leave is foreseeable. For example, the birth or placement of a child for adoption, foster care, or planned medical treatment. When unforeseen events occur that require FMLA leave, the employees or a representative of the employee must provide written notice as soon as both possible and practical but in no event later than one or two working days of learning the need for the leave except in extraordinary circumstances. The notice will include the reason for the leave, the date the leave shall begin and the intended date of return.

When planning medical treatments, employees should consult with the Town when giving notice and make reasonable efforts to schedule the leave so as not to unduly disrupt the Town's operations.

MEDICAL CERTIFICATION:

Leave to care for an employee's seriously-ill family member, or leave due to a serious health condition that makes the employee unable to perform the functions of the employee's job, must be supported by certification by a health care provider.

Employees must provide the certification within fifteen calendar days. If the need for leave was not foreseeable, the employee must still provide the certification as soon as both possible and practical thereafter. Certification shall include:

1. Identification of the practitioner and the type of medical practice.
2. The date the serious health condition commenced and the probable duration of the condition.
3. Diagnosis of the serious health condition.
4. Statement of the regimen of treatment prescribed for the condition (including estimated number of visits, nature, frequency, and duration of treatment, including referred or ordered treatment to other health care providers and whether inpatient hospitalization is required). For intermittent leave or leave on a reduced, leave schedule, a statement of the medical necessity for such leave.
5. In instances of the employee's serious health condition:
  - a. statement that the employee is unable to perform work of any kind, or
  - b. statement that employee is unable to perform the essential functions of his/her position (as determined by the Town).
6. Instances of care for a family member:
  - a. statement that the family member is in need of the employee's assistance for basic medical, hygiene, nutritional needs, safety or transportation, or
  - b. statement that the employee's presence would be beneficial or desirable for the care of the family member.

Medical certification forms are available in the office of the Town Manager. If the Town has reason to doubt the validity of a medical certification, the employee may be required to obtain a second opinion from a health care provider designated by the Town at the Town's expense. If the two opinions differ, the Town may require a third opinion, which will be final and binding, from a health care provider mutually agreed upon by the employee and the Town and at the Town's expense.

Re-certification by the health care provider is required every thirty days. Re-certification must include the same information contained in the initial certification.

Re-certification may also be required in the following instances:

- a. The employee requests an extension of leave;
- b. changed circumstances occur regarding the illness or injury;
- c. The Town's reception of information, which casts doubts upon the continuing validity of the certification.

NOTICE OF INTENT TO RETURN TO WORK:

An employee will be required to report periodically to the Town on his or her status and intent to return to work.

### INTERMITTENT LEAVE/REDUCED SCHEDULE:

FMLA leave may be taken on an intermittent or reduced leave schedule. Employees requesting an intermittent or reduced leave schedule must make a reasonable effort to schedule treatment so as not to unduly disrupt the Town's operations and administration, especially when the leave is foreseeable. The Town may require a temporary transfer to an alternative position with equivalent pay and benefits, if the employee is qualified for the position, to better accommodate the reoccurring periods of leave.

Leave for the birth or placement of a child may not be taken on an intermittent or reduced leave schedule basis.

### PAID LEAVE AND BENEFITS

In all circumstances, accrued vacation, personal and compensatory time must be used during qualified FMLA leave. In addition, sick leave must also be used to care for the employee's own serious health condition. Upon depletion of the available accrued paid leave, FMLA leave becomes unpaid leave. It is the total of this time, which will equal the twelve weeks of FMLA leave. During any portion of FMLA leave to which the accrued paid leave is applied, the employee will continue to accrue benefits and seniority. During any portion of FMLA leave, which is unpaid, the employee will not accrue benefits and seniority.

The Town will continue the contribution to the employee's group health plan during the FMLA leave unless the employee advised that he/she will not be returning to work. The employee will have his/her contribution deducted from the applied paid leave. Upon the depletion of said leave, and if the leave becomes unpaid, the employee must make arrangements to pay 102% of their health insurance premiums, unless the leave continues because of their own illness. These arrangements must be made in advance of the leave, especially if the leave is foreseeable.

If the employee's premium payment is more than 30 days late, his/her health coverage will be canceled. Employees experiencing severe financial hardship may petition the Town Manager for consideration of alternatives for payment of the employee premium. This may include but not be limited to: payment of employee health insurance premiums by the Town while on unpaid leave and subsequent double deductions of health insurance premiums upon the employee's return to work. This petition must be made within the thirty days noted previously. The Town Manager will make a recommendation to the Board of Selectmen or their designee for final determination.

The Town will recover from the employee premiums paid during any period of unpaid FMLA leave if the employee fails to return to work after the FMLA leave entitlement has expired, except in instances of continuation, reoccurrence, or onset of qualifying FMLA leave circumstances or other circumstances beyond the control of the employee.

When circumstances allow for the Town to recover health insurance premium payments it made from a non-returning employee, the Town may deduct the amount due from any sums owed to the employee. For example: vacation or final paycheck.

### RESTORATION TO POSITION:

An eligible employee who takes FMLA leave is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the employee returns to work at the conclusion of leave of 12 work weeks or less.

Employees on FMLA leave due to their own serious health condition must submit certification from the health care provider that the employee is able to resume work, i.e. is fit for duty, before they can return to work.

DENIAL:

Conditions under which FMLA leave and/or reinstatement may be denied including (but not limited to):

1. ineligibility of employee,
2. unqualified for leave under the Family and Medical Leave Act,
3. employee fails to give timely advance notice for foreseeable leave (temporary denial up to thirty days after employee provides notice of need),
4. employee fails to provide in a timely manner, requested medical certification (temporary denial up to time of submittal),
5. employee fails to supply fitness-for-duty certificate (up to time of submittal),
6. if employee's job is eliminated during period of leave.
7. employee unequivocally advises Town of intent not to return to work,
8. fraudulent acquisition of FMLA leave, and
9. employment with another employer while on FMLA leave.

**Parental Leave Policy (As outlined by the Massachusetts Parental Leave Act (PLA), MGL Ch. 149, Section 105D)**

An employee who has completed the initial probationary period set by the terms of their employment or, if there is no such probationary period, has been employed by the same employer for at least three consecutive months as a full-time employee, is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three, if the child is mentally or physically disabled, said period to be hereinafter called paternal leave, and who shall give at least two weeks' notice to their employer of the anticipated date of departure and intention to return, shall be restored to their previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave. Said leave is with pay if the employee is unable to work as a result of illness or injury as a result of pregnancy or childbirth causing parental physical incapacity, and the employee has accumulated and unused sick leave.

Such employer shall not be required to restore an employee on leave to their previous or a similar position, if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions which have affected the employment of others during the period of such leave; provided, however, that such employee on leave shall retain any preferential consideration for another position to which they may be entitled as of the date of their leave.

Such leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which said employee was eligible at the date of such leave, and any other advantages or rights of employment incident to their employment position; provided, however, that such leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of paternal leave unless such employer so provides for all employees on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section.



A notice of this provision shall be posted in every establishment.

For the purposes of this section, an "employer" shall be defined as in subsection 5 of Section One of M.G.L. Chapter One hundred and fifty-one B [MGL c.151B, §1 (5)].

An employee seeking paternal leave must give two week's notice of the anticipated date of departure and intent to return. "Anticipated" date of departure does not mean "exact" date. Thus, for example, an employee who gives birth prior to the anticipated departure date is entitled to start the paternal leave earlier. Likewise, an employee may desire to start the leave later or return from leave earlier than anticipated. It is expected that employers and employees will communicate in good faith with regard to making arrangements for such leave, taking into account the uncertainty inherent in delivery and adoption dates and the needs of the employer to plan in advance for an employee's absence. The MCAD enforces the PLA. An employee, to initiate a formal action, must file a complaint with the MCAD. The complaint must be filed within 300 days of the alleged violation of the PLA, subject only to very limited exceptions. A violation of the PLA constitutes a violation of M.G.L. c. 151B, §4(11A). An aggrieved employee is therefore entitled to the same remedies under the PLA as are available pursuant to M.G.L. c. 151B.

#### **A-1 SMALL NECESSITIES LEAVE ("SNLA"):**

All eligible employees are entitled to take up to a total of 24 hours leave during the 12-month period, as defined in the FMLA policy, to:

- (1) participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- (2) accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- (3) accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

"School" includes public and private elementary and secondary schools, Head Start programs, and children's day care facilities licensed under Massachusetts' law.

Eligible employees are individuals who have worked for the Town for at least twelve months and provided at least 1,250 hours of service during the twelve months before leave commences.

In all circumstances, accrued vacation and personal leave must be used for SNLA leave. Upon depletion of available accrued vacation and personal leave, SNLA becomes unpaid leave. Vacation and personal leave run concurrently with SNLA when the leave is for an SNLA a qualifying reason.

Eligible employees will provide written notice of their intent to use SNLA leave to the Town Manager seven days in advance when the leave is foreseeable. When unforeseen events occur that require SNLA leave the employee must provide as much notice as practicable. All notifications, certifications and questions relating to this policy, must be submitted to the Town Manager.

No employee shall be gainfully employed by another employer, or engaged in activities that are inconsistent with the claim of disability or illness, while on Family Medical Leave, sick leave or worker's compensation leave from the Town.

**Personal Leave:** The Town may grant a leave of absence for compelling personal reasons provided adequate arrangement can be made for employee's responsibilities during the absence.

Employees must have been employed over one year as a regular full-time employee or have equivalent part-time service. The leave may not exceed three months.

The employee must notify the department head far enough in advance to allow for the approval of the Town Manager and to make adequate arrangements.

All accrued vacation time not used may not extend the period of such leave. All benefits will continue for the length of the personal leave to a maximum of three months. Total monthly group insurance premiums must be paid in advance by the employee.

Military Employees who held permanent positions prior to entering military service are entitled to reinstatement. Employees inducted into the Armed Forces will be expected to show a copy of their military orders to their department head who will make a copy of these orders and send them to the Board for the employee's file.

Employees must present a certificate showing satisfactory completion of service. Employees returning from military service will be restored to their former position or a position of like status and pay if such employees apply for reinstatement within 90 days from date of honorable discharge from military service.

Once employees are reinstated, they are entitled to the service date they had when they entered military service plus whatever additional service time they would have accumulated had they remained at their job. If the rate of pay for the same position has been increased, they are entitled to the higher pay.

The leave of absence will terminate upon an employee's failure to apply for reinstatement within 90 days of honorable discharge.

Service time will continue to accrue for the duration of a military leave, but will not accrue beyond a maximum of 5 years. While in the Armed Service, insurance coverage will be discontinued.

#### 1. Reserve Obligation - Military Leave

The Town will grant a leave annually to permanent full-time employees who are ordered into military service for 15 days or less. This leave is in addition to the normal vacation to which they are entitled. The two-week military time will not be counted as vacation time unless requested by the employee. Reserve training will not be considered an interruption of Town Employment for purposes of computing service date.

Group insurance coverage will continue unchanged during this 15 day Reserve training period. If employees are called or volunteer for longer periods of active duty, all insurance benefits will cease as of the date they are placed on Military Leave.

Extended Medical Leave: A medical leave may be extended until the employees are physically able to return to work, up to a period of six months. The duration of the medical leave must be supported by the employees' doctor in a written statement directed to the Town.

**Appendix C**  
**Lead Public Safety Dispatcher Job Description**

Department: Fire Department

Position Title: Lead Public Safety Dispatcher

Position Grade: 4

Contract: Duxbury Public Safety Dispatcher's Union

Reports To: Chief of Police and Fire Chief

1. Nature of Work: Dispatchers receive routine and emergency telephone calls for information and public safety services on multiple incoming lines. Dispatchers must be able to rapidly and accurately take notes, organize and record log entries, and fill out report forms. Must notify employees and agencies/entities as appropriate to the call.

2. Supervision Required: Reports directly to the Shift Commander and the Operations Division Commander. Works under the general supervision of the Chief of Police and Fire Chief.

3. Supervisory Responsibility: The Lead Public Safety Dispatcher will have oversight responsibility for all other Public Safety Dispatchers.

4. Confidentiality: Employee has regular access at the departmental level to a wide variety of confidential information including citizen communications and records, criminal investigations, and court records. Confidentiality must be maintained with regard to this information in accordance with Departmental Policy, State and Federal Laws, and the Public Records Act.

5. Accountability: Consequences of errors or poor judgment could severely jeopardize department operations and the delivery of public safety services, have adverse public relations, and/or have extensive financial and legal repercussions to the town, property damage, personal injury, and/or loss of life.

6. Judgment: Guidelines may be in the form of administrative or organizational policies, general principles, legislation, or directives that pertain to a specific department or functional area. Extensive judgment is required to accomplish objectives or to deal with new or unusual situations within the limits of the guidelines or policies.

7. Complexity: The work consists of the practical application of a variety of concepts, practices, and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions, and unusual circumstances; evaluating compliance with established policies or criteria; gathering, analyzing and evaluating facts, evidence, or data using specialized fact finding techniques; and determining the methods to accomplish the work.

8. Nature and Purpose of Public Contact: Employee interacts constantly with co-workers, the public and groups or individuals who have conflicting opinions or objectives, diverse points of view or differences where skillful questioning is required; one on one relationships with a person(s) who

may be under severe stress, where gaining a high degree of communication may be required to obtain the desired effect. Excellent communication and customer service skills are required involving courtesy, tact, and diplomacy in resolving complaints or concerns of the public and in carrying out the required functions of the position.

9. Essential Functions: *The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or logical assignment to the position.*

1. Operates Police, Fire, and County radio transmitter/receivers.
2. Maintains computerized logs of calls for service, walk in complaints, reports and any public safety services rendered.
3. Must become and remain certified with the State LEAPS system in house computer systems, including entering of missing persons and vehicles, stolen property, driver and vehicle queries, warrant management system, and all aspects of the data terminal system.
4. Must become and remain certified with the State E911 Board and successfully pass all necessary in-service training.
5. Must be able to monitor multiple radio frequencies and communications with public safety personnel.
6. Maintains in-house records and filing systems within the guidelines of the Department perform clerical duties as required to assist public safety personnel with the completion of their reports and correspondence.
7. Must be capable of prioritizing incoming calls and dispatch accordingly.
8. Must notify other agencies (ambulance, fire, tow companies, medical examiners, etc.) based on call information, and work effectively with these agencies in emergency situations.
9. Must maintain a constant state of alertness as to the status of all cruisers and fire apparatus on duty. Inform the officer-in-charge when contact with an officer cannot be made within a reasonable period of time.
10. Must be capable, after training, of giving competent pre-arrival instructions up to and including CPR instructions, in the event of emergency situations such as fatal car accidents, hazardous material incidents, homicides, civil disturbances, domestic material incidents, homicides, civil disturbances, domestic violence situations, natural disasters, structure fires, etc.
11. Acquires a thorough knowledge of the location and layout of the streets, buildings, parks, housing complexes, and other significant areas of the Community as to maximize accuracy and speed of dispatches.
12. Must respond to all complaints in a calm and civil matter.
13. Keeps personnel who have been dispatched on calls fully informed of all facts affecting the safety and efficiency of their response to the call.
14. Maintains equipment, especially the emergency call line, and reports immediately any malfunction to the Officer-in-Charge.

15. Must be able to remember, assign, understand, and use radio code signals, and to classify incoming telephone and radio calls as to code signals.
  16. Must be able to conduct conversation via radio and telephone in clear concise terms, familiar with law enforcement and codes, as well as fire department response terminology, in a clear and professional manner and in compliance with FCC regulations.
  17. Presents a neat, clean, business-like appearance and be willing to comply with Department uniform standards and policies.
  18. Must comply with the Department Manual, including all Department Rules and Regulations, Policies and Procedures, General Orders, Training Bulletins, Memos and Supervisor Emails.
  19. Performs any other duty and assignment as may be assigned by the Chief of Police, Fire Chief, or other designees.
  20. Maintain Duty Schedule.
  21. Maintain Dispatch Operations Manual.
  22. Coordinate & Schedule Training.
  23. Review Logs for Quality Control Purposes.
  24. Serve as Liaison to State E-911.
  25. Monitor and Maintain Communications Center Equipment (Examples: Computers, Radios, PSAP hub and related gear).
  26. Generally Support Communications Center Commanding Officer
- Loss of 911, EMD, CJ15 certification will result in loss of job.

#### 10. Recommended Minimum Qualifications

Must be a high school graduate, 3 years in a public safety communications center, and must pass written and simulated performance examination, background examinations, and criminal history checks, medical examinations, and drug testing.

#### Preferred Qualifications

Associate's degree or greater in a related field of study.

#### 11. Knowledge, Abilities, and Skills

Knowledge: Comprehensive knowledge of current principles, practices, laws, statutes, codes, ordinances and department rules and regulations relating to dispatch functions.

Abilities: Ability to deal effectively and diplomatically with governmental agencies, coworkers, other town employees, and the general public, often in highly stressful situations. Ability to carry out required duties and responsibilities firmly, professionally, and impartially. Dispatchers must be mentally and physically able to read, remember, interpret, and understand operating procedures and oral commands. Excellent computer, writing, communication, and organizational skills. Ability to self motivate and work proactively, identifying and addressing concerns.

Skill: Excellent oral and written communication skills; excellent organizational skills and delivery of services skills. No history of excessive sick time use/abuse or disciplinary history related to sick time use.

12. Work Environment: Work environment requires a high degree of individual tolerance to combinations of extremely unpleasant elements or mental stress from urgent time and attention demands of the utmost priority.

13. Occupational Risk: The position does not entail unusual occupational risk. The job requirements are primarily in an office dispatch setting.

14. Physical and Mental Requirements: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to sit, talk, hear, use hands to handle or feel objects; and reach with hands and arms. Regularly sits, stoops, crouches, kneels, and climbs. Specific vision abilities required include, close and medium distance vision, and ability to adjust focus and distinguish colors. Frequently lifts up to 30 pounds. Strenuous physical effort is not required in this position.

15. Motor Skills: Duties involve close hand and eye coordination and physical dexterity.  
-Manipulation and motor control under stressful conditions.

16. Visual Demands: Visual demands include constantly reading on a computer, for general understanding and for analytical purposes, and with a need for color vision.

The Town may introduce the new coordinator position(s) in the future.

**Appendix D**  
**Public Safety Dispatcher Job Description**

Department: Fire Department

Position Title: Public Safety Dispatcher

Position Grade: 1

Contract: Duxbury Public Safety Dispatcher's Union

Reports To: Chief of Police and Fire Chief

1. Nature of Work: Dispatchers receive routine and emergency telephone calls for information and public safety services on multiple incoming lines. Dispatchers must be able to rapidly and accurately take notes, organize and record log entries, and fill out report forms. Must notify employees and agencies/entities as appropriate to the call.

2. Supervision Required: Reports directly to the Shift Commander and the Operations Division Commander. Works under the general supervision of the Chief of Police and Fire Chief.

3. Supervisory Responsibility: The dispatcher does not have supervisory responsibility over other personnel.

4. Confidentiality: Employee has regular access at the departmental level to a wide variety of confidential information including citizen communications and records, criminal investigations, and court records. Confidentiality must be maintained with regard to this information in accordance with Departmental Policy, State and Federal Laws, and the Public Records Act.

5. Accountability: Consequences of errors or poor judgment could severely jeopardize department operations and the delivery of public safety services, have adverse public relations, and/or have extensive financial and legal repercussions to the town, property damage, personal injury, and/or loss of life.

6. Judgment: Guidelines may be in the form of administrative or organizational policies, general principles, legislation, or directives that pertain to a specific department or functional area. Extensive judgment is required to accomplish objectives or to deal with new or unusual situations within the limits of the guidelines or policies.

7. Complexity: The work consists of the practical application of a variety of concepts, practices, and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions, and unusual circumstances; evaluating compliance with established policies or criteria; gathering, analyzing and evaluating facts, evidence, or data using specialized fact finding techniques; and determining the methods to accomplish the work.

8. Nature and Purpose of Public Contact: Employee interacts constantly with co-workers, the public and groups or individuals who have conflicting opinions or objectives, diverse points of view or differences where skillful questioning is required; one on one relationships with a person(s) who

may be under severe stress, where gaining a high degree of communication may be required to obtain the desired effect. Excellent communication and customer service skills are required involving courtesy, tact, and diplomacy in resolving complaints or concerns of the public and in carrying out the required functions of the position.

9. Essential Functions: *The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or logical assignment to the position.*

1. Operates Police, Fire, and County radio transmitter/receivers.
2. Maintains computerized logs of calls for service, walk in complaints, reports and any public safety services rendered.
3. Must become and remain certified with the State LEAPS system in house computer systems, including entering of missing persons and vehicles, stolen property, driver and vehicle queries, warrant management system, and all aspects of the data terminal system.
4. Must become and remain certified with the State E911 Board and successfully pass all necessary in-service training.
5. Must be able to monitor multiple radio frequencies and communications with public safety personnel.
6. Maintains in-house records and filing systems within the guidelines of the Department perform clerical duties as required to assist public safety personnel with the completion of their reports and correspondence.
7. Must be capable of prioritizing incoming calls and dispatch accordingly.
8. Must notify other agencies (ambulance, fire, tow companies, medical examiners, etc.) based on call information, and work effectively with these agencies in emergency situations.
9. Must maintain a constant state of alertness as to the status of all cruisers and fire apparatus on duty. Inform the officer-in-charge when contact with an officer cannot be made within a reasonable period of time.
10. Must be capable, after training, of giving competent pre-arrival instructions up to and including CPR instructions, in the event of emergency situations such as fatal car accidents, hazardous material incidents, homicides, civil disturbances, domestic material incidents, homicides, civil disturbances, domestic violence situations, natural disasters, structure fires, etc.
11. Acquires a thorough knowledge of the location and layout of the streets, buildings, parks, housing complexes, and other significant areas of the Community as to maximize accuracy and speed of dispatches.
12. Must respond to all complaints in a calm and civil matter.
13. Keeps personnel who have been dispatched on calls fully informed of all facts affecting the safety and efficiency of their response to the call.
14. Maintains equipment, especially the emergency call line, and reports immediately any malfunction to the Officer-in-Charge.



15. Must be able to remember, assign, understand, and use radio code signals, and to classify incoming telephone and radio calls as to code signals.
16. Must be able to conduct conversation via radio and telephone in clear concise terms, familiar with law enforcement and codes, as well as fire department response terminology, in a clear and professional manner and in compliance with FCC regulations.
17. Presents a neat, clean, business-like appearance and be willing to comply with Department uniform standards and policies.
18. Must comply with the Department Manual, including all Department Rules and Regulations, Policies and Procedures, General Orders, Training Bulletins, Memos and Supervisor Emails.
19. Performs any other duty and assignment as may be assigned by the Chief of Police, Fire Chief, or other designees as it relates to public Safety Dispatch position.

Loss of 911, EMD, CJ15 certification will result in loss of job.

#### 10. Recommended Minimum Qualifications

Dispatches must be at least 18 years of age, a high school graduate, and must pass written and simulated performance examination, background examinations, and criminal history checks, medical examinations, and drug testing.

#### 11. Knowledge, Abilities, and Skills

Knowledge: Comprehensive knowledge of current principles, practices, laws, statutes, codes, ordinances and department rules and regulations relating to dispatch functions.

Abilities: Ability to deal effectively and diplomatically with governmental agencies, coworkers, other town employees, and the public, often in highly stressful situations. Ability to carry out required duties and responsibilities firmly, professionally, and impartially. Dispatchers must be mentally and physically able to read, remember, interpret, and understand operating procedures and oral commands. Proficient computer skills.

Skill: Excellent oral and written communication skills; excellent organizational skills and delivery of services skills.

12. Work Environment: Work environment requires a high degree of individual tolerance to combinations of extremely unpleasant elements or mental stress from urgent time and attention demands of the utmost priority.

13. Occupational Risk: The position does not entail unusual occupational risk. The job requirements are primarily in an office dispatch setting.

14. Physical and Mental Requirements: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to sit, talk, hear, use hands to handle or feel objects; and reach with hands and arms. Regularly sits, stoops, crouches,

kneels, and climbs. Specific vision abilities required include, close and medium distance vision, and ability to adjust focus and distinguish colors. Frequently lifts up to 30 pounds. Strenuous physical effort is not required in this position.

15. Motor Skills: Duties involve close hand and eye coordination and physical dexterity. Manipulation and motor control under stressful conditions.

16. Visual Demands: Visual demands include constantly reading on a computer, for general understanding and for analytical purposes, and with a need for color vision.

## Appendix E Public Employee Committee Agreement

### MEMORANDUM OF AGREEMENT

WHEREAS, the Board of Selectmen of the Town of Duxbury voted on December 19, 2011, to adopt M.G.L. c. 32B, §§ 21-23 for the purpose of engaging in the process to change health insurance benefits; and

WHEREAS, the Town of Duxbury (hereinafter referred to as the "Town"), and the duly-formed Public Employee Committee (hereinafter referred to as the "PEC") have discussed said changes;

NOW, THEREFORE, the Town and the PEC agree as follows:

#### *Effective Date of Agreement*

1. The Agreement shall take effect on the date the Town and the PEC execute the Agreement.

#### *Health Insurance Benefit Changes*

2. Effective September 1, 2012, the Town shall offer subscribers the "Duxbury Plan" version of the HMO and PPO health insurance plans. The MEDEX health insurance plan will continue to be offered with the current level of benefits until June 30, 2014. Members of the Duxbury Police Union and Duxbury Commanders Association will continue to be offered the current health insurance plans until June 30, 2013. Effective July 1, 2013, the Town will no longer offer members of the Duxbury Police Union and Duxbury Commanders Association the current health insurance plans, and instead the "Duxbury Plan" version of the HMO and PPO health insurance plans will be offered.
3. Effective September 1, 2012, the Town will no longer offer the Master Health Plus health insurance plan.
4. Effective July 1, 2014, the Town shall offer subscribers the Benchmark version (i.e., the GIC-like plans) of the HMO, PPO, and MEDEX health insurance plans. Effective July 1, 2014, the Town will no longer offer the "Duxbury Plan" version of the health insurance plans.
5. For purposes of this Agreement, the term "subscribers" shall mean all employees, retirees, surviving spouses and dependents currently eligible for and receiving health insurance through the Town of Duxbury, and any employees, retirees, surviving spouses and dependents who become eligible in the future.
6. The PEC understands and agrees that the subscribers will not receive any mitigation monies under this agreement.
7. The Town shall provide notice to the Secretary of Administration and Finance by

sending a copy of this Agreement within three (3) business days of its ratification by the Town and PEC. The health insurance review panel will be notified that there is no need for its services.

8. If this Agreement is not ratified by the PEC prior to the thirty (30) day negotiation period expiration (i.e., March 31, 2012), then this Agreement is null and void and the Town shall provide its mitigation proposal and health insurance benefit changes to the health insurance review panel.
9. The Town agrees that it will not implement any additional health insurance benefit changes pursuant to M.G.L. c. 32B, §§ 21-23 prior to July 1, 2015, unless otherwise required by State or Federal law.

***Change in Health Insurance Plan Offerings***

10. In the event that Blue Cross/Blue Shield ceases to offer any of the plans listed above, this Agreement shall become null and void. In this circumstance, the Town can implement health insurance benefit changes pursuant to M.G.L. c. 32B, §§ 21-23.

***Effect of Agreement***

11. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any Town policies or any collective bargaining agreements between the Town and any unions and/or associations representing Town employees.

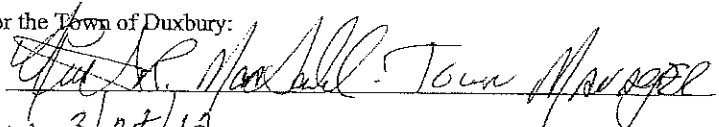
***Savings Clause***

12. If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

***Scope and Modification***

13. This written Agreement shall constitute the whole of the Agreement between the Town and the PEC. The Agreement may be modified only through a mutual written agreement between Town and the PEC.

For the Town of Duxbury:

  
Dated: 3/28/12

For the Public Employee Committee:

Paul Fournier (school custodian union)

Dated: 3/28/12

John Bauer FD RETIREES

Dated: 3/29/12

Richard Baymolen MASS Retirement Assoc

Dated: 3/28/12

Matthew Lynch (DTA)

Dated: 3/28/12

John MA 12167 DUXBURY FIREFIGHTERS

Dated: 3/28/12

[Signature] Duxbury Police Union

Dated: 3/28/12

[Signature] Duxbury DPW

Dated: 3/28/12

[Signature] SEIU

Dated: 3/28/12

[Signature] Duxbury Free Library

Dated: 3/28/12

[Signature] Police Commander

Dated: 3/28/12

William DTCR Police Dispatch Association

3/28/12

