

**THE TOWN OF CHELMSFORD**

**AND**

**CHELMSFORD PUBLIC SAFETY  
DISPATCHERS**

**AFSCME COUNCIL 93  
LOCAL 1703**

**FY2017 - FY2019**

## TABLE OF CONTENTS

Page 1		PREAMBLE
Page 1	Article 1	Recognition and Bargaining unit
	Article 2	Management Rights
Page 2	Article 3	Employee Rights and Representation
Page 3	Article 4	Union Dues, Initiation fee, Agency Service Fee
Page 4	Article 5	Grievance Procedure
Page 5	Article 5	Grievance Procedure
Page 6	Article 5	Grievance Procedure
Page 7	Article 6	Complete Agreement
Page 8	Article 7	Compensation Hours of Work
Page 9	Article 8	Overtime Compensation
Page 10	Article 9	Probationary Period
Page 11	Article 10	Longevity
	Article 11	Vacations
Page 12	Article 12	Holidays
Page 13	Article 13	Sick Leave
Page 14	Article 13	Sick Leave
Page 15	Article 14	Personal Days, Leave of Absence
Page 16	Article 15	Bereavement
Page 17	Article 16	Maternity – Paternity Leave
	Article 17	Job Posting and Bidding
Page 18	Article 18	Reduction in Force
	Article 19	No Strike
Page 19	Article 20	Uniform Allowance
	Article 21	Bulletin Boards
	Article 22	Health and Life Insurance
Page 20	Article 23	Family and Medical Leave
Page 21	Article 24	Military Service
	Article 25	Court Duty
Page 22	Article 26	Emergency Medical Dispatch
	Article 27	Duration of Agreement

## PREAMBLE

This Agreement entered into by and between the Town of Chelmsford, Massachusetts, herein after referred to as the “Town” and Local 1703, AFSCME , Council 93, Public Safety dispatchers of the Chelmsford Massachusetts Police Department, hereinafter referred to as the “Union”, is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by the provisions of this Agreement, in order that a more and progressive public service may be rendered.

## ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Union as the sole exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment solely for the Chelmsford Public Safety Dispatchers of the Town as provided in the Certification of Representation, MCR- 3171.

The Town will not aid, promote, or recognize any other Union or organizations which purport to engage in collective bargaining, or make any agreement with any such union or organization for the purpose of undermining or affecting the Union.

## ARTICLE 2 – MANAGEMENT RIGHTS

The parties acknowledge that the Employer has and must retain final and complete authority over the policies and administration of the Town, which authority it exercises under law except as expressly modified by specific provisions of the agreement.

It is agreed that the Town shall at all times retain the right to direct employees, to hire, promote, transfer, assign, and retain employees within the Dispatch Center, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons,

To maintain the efficiency of operations entrusted to them, to Determine the methods, means and personnel by which such operations are to be conducted and to take whatever actions may be necessary to carry out the mission of the Chelmsford Public Safety Dispatch Center. Nothing in this Agreement in any way diminish or derogate from the powers, duties, and responsibilities entrusted to the Police Chief. The failure by the Town to exercise any of the rights as provided in this Paragraph shall not be construed as a wavier of these rights.

### ARTICLE 3 – EMPLOYEE RIGHTS AND REPRESENTATION

Section 1: Employees have and shall be protected in the exercise of the right without fear of penalty of reprisal to join and assist the Union. The Town and the Union agree not to discriminate against any employee on the basis of membership or non-membership in the Union.

The parties of this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age\* and that such persons shall receive the full protection of this agreement.

\* As defined by Massachusetts Discrimination Law.

Section 2 - The members of the Union bargaining committee, Three (3), who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents or representatives and the Union, for the purposes of negotiating the terms of the contract or any supplements thereto.

Section 3 - The Union shall keep the Town informed as to the names of its officers, stewards, and bargaining committee.

Section 4 - No elected or appointed official of the Town shall participate in the management of the Union or act as its representative if such activity would be incompatible with his/her official duties.

Section 5 - Representatives of the Union shall be permitted to confer with employees within the bargaining unit at reasonable times during working hours for the purpose of discussing, investigating and processing grievances, provided that such activities do not interfere with the performance of the employees' duties.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance by the employee. If an employee is reprimanded it shall be done in a manner that will not embarrass the employee before others or the public.

Section 6 - The Town shall furnish to the Union during the life of this agreement, a list of all employees in the bargaining unit showing, Name, Address, Date of Birth, Date of hire, and Rate of pay

#### ARTICLE 4 – UNION DUES, INITIATION FEE, AGENCY SERVICE FEE

Section 1 Employees shall tender the initiation fee (if any) and monthly or weekly membership dues by signing the authorization of dues form on or after the 180<sup>th</sup> day following the beginning of their employment. During the life of this agreement and in accordance with the terms of the form of authorization of check off and dues hereinafter set forth, the Town agrees to deduct Union Membership dues levied in accordance with the constitution of the Union from pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the union along with a list of employees who have said dues deducted. Such remittance shall be made by the 10<sup>th</sup> of the succeeding month.

Section 2 Subject to the terms and conditions of MGL Chapter 150 E, Section 12, and the rules and regulations of the State Labor Relations commission in connection therewith, bargaining unit employees who do not choose to become members of the State Council 93, Local 1703 , and to maintain their membership in good standing shall be required, as a condition of employment during the life of this agreement, to pay to Local 1703 on or after the 180<sup>th</sup> day following the beginning of their employment or the effective date of this agreement, whichever is later, an agency service fee in accordance with the AFSCME Constitution and with law.

Section 3 The Union shall indemnify and save harmless the Town against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken by the town in connection with this article.

## ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1: For the purposes of this agreement, a grievance may be filed by either party and it's defined as a complaint between the employer and the Union and/or any employee involving an alleged specific and direct violation of express language of specific provision of this agreement. The parties recognize that it is in the best interest of the effective and harmonious performance of the duties and responsibilities of the Police Department for prompt and equitable disposition of any grievance at the lowest organizational level possible under procedures of maximum informality and flexibility. Therefore, an employee shall have the right to present any matter of personal concern to his/her immediate supervisor, defined as the supervisor who is directly involved in the matter giving rise to the employee's concern, for adjustment without the necessity of intervention of the union, as long as such adjustment is not inconsistent with the terms of this agreement, provided however, that a Union Officer shall be advised of the existence of such matter of personal concern by the employee and will be given an opportunity to be present during the discussions between the employee and his/her supervisor to resolve the problem. All other problems defined as a grievance, shall be processed in accordance with the grievance procedure.

Section 2: A grievance must be signed by the aggrieved employee and presented in writing setting forth in precise detail all the facts giving rise to the grievance, the precise section(s) allegedly violated and the remedy requested within fourteen (14) calendar days from the occurrence of the events giving rise to the grievance, and must be processed in accordance with the steps, time limits and conditions set forth below in this article.

1: At the request of the employee, the Union with or without the employee shall take up the grievance of dispute in writing to the Chief of Police within fourteen (14) calendar days of the occurrence giving rise to the grievance. The Chief of Police shall attempt to adjust the matter and respond in writing, in a timely manner no later than fourteen (14) calendars days. If the grievance is not satisfactorily settled with the answer given by the Police Chief at this step.

2: The grievance may be appealed in writing to the Town Manager within fourteen (14) calendar days after the receipt of the Police Chief's answer. The Town Manager shall respond within thirty (30) calendar days.

2a: In the event that a grievance remains unresolved after having been processed through the first two steps of the grievance procedure either party may, within fourteen (14) calendar days after the reply of the Town Manager by written notice by the other party, request conciliation. Conciliation services will be performed by the Massachusetts Board of Conciliation and Arbitration.

3: In the event a grievance remains unresolved after conciliation, either party may within thirty (30) calendar days after the termination of conciliation, by written notice in accordance with section 4 of this Article, appeal to arbitration. This appeal to arbitration shall be in accordance with the procedure and condition set forth in Section 4.

Section 3: A grievance not initiated within the time and in the form specified shall be deemed waived. Failure to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. The above limitations may be only by mutual agreement of the parties in writing. The arbitrator shall be bound by the above requirements as to time and form of grievance regardless of whether the issue was raised at a prior step.

Section 4: In the event either party elects to submit a grievance to arbitration, then the party demanding arbitration shall within thirty (30) calendar days referred to above, upon written notice to the other, request the American Arbitration Association to provide a list of arbitration, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

Section 4a: Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator of the American Arbitration Association shall be shared equally by the parties.

Section 4b: Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves an alleged specific violation of a specific provision of this Agreement. The grievance filed in arbitration shall be identical to the written statement of grievance filed at step 1. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings and shall be limited to the question or questions submitted. In determining whether there is a specific and direct violation of express language of a specific provision of the agreement, it is agreed that the only criterion to be applied is the plain meaning of the express language of the agreement, and that no evidence of past practice, past or present policy or oral statements made during negotiations or at any time shall be admissible to prove a violation of the agreement.

Section 4c: The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby. The Arbitrator shall have no authority to make any monetary award retroactive beyond the date on which the grievance was first filed in Step 1.

Section 4d: The Arbitrator's decision shall be in writing and shall set forth his reasons for the result reached. Copies of the decision shall be furnished to the Town Manager and the Union. The decision of the Arbitrator, if within the scope of his power and authority under this Agreement, shall be final and binding on the parties.

Section 4e: Unless the parties otherwise agree (1) each grievance shall be processed separately in any arbitration proceedings hereunder; and (2) attendance at the hearings before the Arbitrator shall be limited to witnesses and authorized representatives of the grievant, the Union and the Town.



## ARTICLE 6 - COMPLETE AGREEMENT

Section 1: This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Union acknowledges that during the negotiation which resulted in the agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that agreements contained in this Agreement were arrived at after free exercise of such right and opportunities. The Union therefore, voluntarily and without qualifications, waives any rights it may have had in this respect and agrees that the Town shall not be obligated to bargain collectively with regard to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not covered or referred to in this Agreement, whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Section 2: The parties agreed that the relations between them shall be governed by the terms of this agreement only. No prior agreements or understandings, oral or written, shall be controlling or in any way effect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties. No change or modifications of this agreement shall be binding unless reduced to writing and executed by the respective duly authorized representative.

## ARTICLE 7- COMPENSATION AND HOURS OF WORK

Section 1: Employees shall be paid in accordance with the salary schedule listed below. An employee shall be assigned the next appropriate wage rate effective immediately following the attainment of the requisite number of years of continuous employment. All benefits presently enjoyed by the

employees within the bargaining unit under the bylaws of the town pertaining to personnel which are not inconsistent with any term of this agreement and which are not otherwise changed by this agreement shall be continued. SEE ATTACHED SCHEDULE.

Section 1a: Employees shall be evaluated annually by the Chief of Police or his designee. A numerical rating of 0,1,2,3 shall be assigned to each employee's performance in the listed areas.

0= reflecting an unsatisfactory

1= reflecting a need of improvement performance

2= reflecting a satisfactory performance

3= reflecting an excellent performance

These areas are as follows:

Attendance

Attitude

Quality of work

Knowledge of job responsibilities

Productivity

Work habits

Personal appearance

Skill enhancement efforts

Communication skills

working and personal relationships

Responsiveness to criticism

Ability to handle pressure

The Town Manager will monitor the conduct of the evaluation process insuring that the evaluations are done in a timely manner, and the process adheres to the systems guidelines.

Section 2: Public Safety Dispatchers regular work week will be Forty (40) hours of a calendar week schedule, they shall work eight (8) hours per shift, and shall be known as a four (4) and two (2) work week. All hours worked in excess of forty (40) hours average work or over eight (8) hours per shift will be compensated at One and One Half times the Employees hourly rate of pay.

Section 3: The Officer in Charge may allow the dispatcher to leave the dispatch area for a half hour break when manpower permits. If manpower is not adequate then the public safety dispatcher shall remain at the work site.

Section 4: The Public safety dispatcher may request compensatory time off in lieu of payment for overtime. Compensatory time shall be paid at One and One Half times the Employees hourly rate of pay.

Section 5: The Public Safety Dispatchers who work the First shift “late nights” and Third shift “earlier nights” shall receive in addition to their regular compensation an additional \$1.00 dollar per hour.

Section 6: Public Safety Dispatchers who are not on duty who are called to work shall receive a minimum of FOUR (4) hours pay at time and one half their hourly base pay, or are held over after his/her regular shift has been completed shall be entitled to no less than one (1) hour of pay at time and one half their hourly base rate.

Section 6A: Hold over pay – minimum of 4 hours at 1.5 x Rate for mandatory training; provided, however, the training is pre-planned and pre-scheduled.

Section 7: Payroll will be processed BI-WEEKLY

## ARTICLE 8 - OVERTIME COMPENSATION

Section 1: All overtime shall be assigned on a rotating basis in accordance with this article, except on assignments made by the Chief of Police of the department or his designee to schooling, or training. Public Safety Dispatchers overtime shall be offered to dispatchers first. The Police Department shall maintain an overtime list on which dispatchers are listed in order of Seniority and Hours. Full-time Dispatchers with the least amount of hours shall be called first. In the event a dispatcher is not available for the overtime shift or can not be contacted in a timely manner, the officer designated to perform the task will continue and try and fill the shift with a dispatcher. The overtime list will be reset yearly in the month of April.

Section 1A: A dispatcher who returns to work after a period of absence of at least thirty (30) days shall have the amount of his/her hours on the overtime list increased by an amount equal to the average of overtime hours dispersed during the period of the dispatcher’s absence.

Section 1B: A dispatcher that accepts an overtime shift and later declines to fill the overtime shift shall have his/her list of overtime hours work increased by an amount equal to the shift that would have been worked.

Section 1C: A newly hired dispatcher shall be listed on the overtime hours list in an amount equal to one hour less than the amount of hours worked by the dispatcher with the highest amount of hours worked.

Section 2: All overtime assignments that are known to be available at the beginning of each week will be assigned by the officers designated to perform that task on Monday, and will be filled in the order that the jobs are to be worked. (eg. Sunday 12-8 shift filled first, Sunday 8-4 filled next, ECT.) The assignments above full eight (8) hour shifts are to be filled in order of receipt.

Section 2A: Call out shift – offer two, 4 hour shifts instead of one, 8 hour shift; provided, however, that Officer in Charge makes “reasonable attempts” to fill the full 8 hour shift prior to offering the two, 4 hour shifts and the later 4 hour shift must be filled first. If the early 4 hour shift cannot be filled, a dispatcher may be forced to fill it.

Section 3: When an overtime assignment becomes available anytime after the above mentioned list is completed, the overtime assignment will be filled as soon as it is reasonably possible.

Section 4: Dispatchers who are working their regular shift or already have worked 16 consecutive hours, or attending a department assigned school shall be exempt from being call.

Section 5: In the event a dispatcher is not available for an overtime shift the Officer in Charge or officer designated to perform the task shall then offer the dispatch overtime shift to qualified Police Department personnel or Police Officers for overtime, provided, however, that any such personnel or officers are adequately trained to provide dispatching duties, keeping within the guidelines set forth by the State Emergency Telecommunications Board. Anyone answering 911 must be SETB911 certified.

Section 6: Forced shift by seniority – goes by least seniority, unless dispatcher would exceed 16 hours max, and dispatcher would not be charged hours on overtime list.

## ARTICLE 9 – PROBATIONARY PERIOD

Section 1: Each newly appointed employee shall serve a probationary period of SIX (6) months of actual service from the first date of service, during which time the Employee shall not be entitled to just cause protection.

Section 2: Newly appointed employees shall not be eligible to any overtime until he/she has successfully completed the dispatcher training program.

Section 3: Newly appointed Public Safety Dispatchers shall have a training program, consisting of a ride along with an officer showing layout of the Town and Fire Stations, Fire Dispatch training exclusive to all aspects of Fire Dispatching, including Policies and Procedures. Police Dispatch training exclusive to all aspects of Police dispatching, including Policies and Procedures.

Upon the conclusion of the training period, an evaluation of the public safety dispatcher shall be conducted. At the outcome of the evaluation the Chief of Police or designee may determine additional training time may be necessary. Additional training shall not exceed the (6) six month probationary period.

## ARTICLE 10 – LONGEVITY

Section 1: Longevity is to be paid twice yearly, the first week in December and the first week in June.

Section 2: Longevity shall be computed as follows:  
Completed Years of Service

	Rate	
10 Years	\$1,500	
15 Years	\$2,250	
20 Years	\$3,000	
25 Years	\$3,750	<i>Effective July 1, 2018</i>

## ARTICLE 11 – VACATIONS

Section 1: All eligible full-time permanent Public Safety Dispatchers shall earn vacation leave monthly based on date of hire and length of continuous employment with the Town. Vacation leave will be posted on anniversary date of hire as follows:

- .833 days per month from date of hire to completion of 5 years
- 1.25 days per month from start of 6 years to completion of 10 years
- 1.66 days per month from start of 11 years to completion of 20 years
- 2.08 days per month from start of 21 years of service

Section 2: A vacation request shall be posted in the department on or before April 1 of each year. Each employee entitled to a vacation shall make his/her vacation choice by April 15. The approved vacation schedule shall be posted on or before May 1 of each year. Vacations shall be granted by the Department so as not to impair the mission of the Police Department. Vacation choices shall be granted on the basis of seniority, and where necessary, conflicts in the vacation schedule will be resolved on the basis of seniority.

Section 3: Employees completing the probationary period of six (6) months employment with the Town of Chelmsford, may begin using earned vacation leave.

Section 4: Accrued vacation shall become available for use after each anniversary date. Employees completing their 5, 10, 20 years of employment will be credited with five (5) days of vacation leave. Vacations must be taken in the year in which they are due, and shall not accumulate from year to year.

Section 5: The Chief of the Department on a case by case basis, allow Public safety dispatchers who due to work overload, illness or other extenuating circumstances be unable to use vacation time within the year, to carry over 50% of vacation leave earned by the employee from one anniversary year to the next, generally to be used with in three (3) months following the anniversary date.

Section 6: Upon termination, retirement or death of a full time permanent Public Safety Dispatcher who has been continuously employed for a period of at least one (1) year, the Town shall pay to said employee of his/her estate all earned vacation up to date of termination, retirement or death.

## ARTICLE 12 – HOLIDAYS

Employees in the bargaining unit shall be entitled to the following holidays:

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

The December holiday payment shall include the Following:

Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	

The payment for Christmas Day shall be made in that pay week

The June payment shall include the following:

New Year's Day	Martin Luther King Day
Washington's Birthday	Patriot's Day
Memorial Day	

Bargaining unit members may choose to receive compensatory time off in lieu of holiday pay. The compensatory time will be given at straight time. The employee must notify the Town prior to the payment schedule stated above.

Section 1: Public Safety Dispatchers whose regular shift assignment requires them to work on Independence Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day shall be paid at a rate of time and one-half their regular base hourly rate of pay for that specific holiday worked.

## ARTICLE 13 – SICK LEAVE

Section 1: Public Safety Dispatchers covered by this agreement shall earn fifteen (15) days of sick leave per year (1 ¼ days per month). Accumulation of sick leave days shall be unlimited.

### Section 2: Use of Sick Leave

Sick leave shall be granted to an employee when the employee is incapacitated from the performance of essential duties by personal sickness, injury or by exposure to a contagious disease.

Sick leave is generally for the protection of the employees against loss of pay due to personal illness. However, up to five (5) sick days per year may be used by an employee for the illness of a dependent child, spouse, or individual of dependent relationship to the employee. The Chief of the Department may at his discretion, require Medical Certification of any illness.

Section 3: The Department may require the employee to obtain a medical certificate for sick leave in excess of three (3) working days in order to receive sick leave pay. In addition if the Chief of the Department identifies what appears to be a pattern of inappropriate sick leave use may require an employee to provide a Doctors certificate for each future use of sick leave during the following twelve (12) months, provided the Department first issued a written warning to the employee, notifying him or her that if any sick leave is requested during the following twelve (12) months, the department may require a doctor's certificate.

Section 4: Employees on the payroll as of June 30, 1993 shall have his/her accumulated sick time frozen at the accumulated time as of June 30, 1993. Only those employees on the payroll as of June 30, 1993 shall be eligible for sick leave buy-back. Those employees who were hired after June 30, 1993



shall not be eligible for sick leave buy-back. Such accumulated sick time will be bought back at the time of the employee's retirement or death. Retirement shall be defined in accordance with MGL Chapter 32. Accumulated sick time buy-back purposes shall not exceed 120 days. Employees may continue to accumulate sick days beyond the total amount frozen on June 30, 1993, but shall not have these days bought back.

Employees may use sick days from the frozen buy-back accumulation and will have a dollar value of the buy-back reduced in accordance with their daily rate. Employees utilizing sick days from the frozen buy-back may earn sick time back up to the buy-back accumulation on June 30, 1993. In no event shall employees be entitled to receive more time than that which exists on June 30, 1993.

Section 5: The Town will make available upon request from an individual employee a statement of value accumulated sick time that is available for buy back.

Section 6: Employees with limited sick leave utilization within a calendar year shall receive cash bonuses according to the following schedule.

0 days	3 days compensation
1 day	2 days compensation
2 days	1 day compensation
3+ days	0 compensation

Said bonus payment shall be made no later than February 15<sup>th</sup> of the following calendar year.

Section 7: On an annual basis, Employees may donate a maximum of Five (5) days sick leave to co-worker of the Town eligible for such leave, provided the employee in need has expired all available paid leave. Request to donate sick leave will be submitted in writing to the Town Manager for approval. Reasonable efforts to maintain confidentiality will be made. Donated sick leave will not affect wellness bonus.

## ARTICLE 14 - PERSONAL DAYS, LEAVES OF ABSENCE

Section 1: All permanent employees covered by this agreement are limited to three (3) days leave with pay per year for personal reasons. Personal reasons may include business, legal, religious, or other matters not covered elsewhere by leave provisions of these by-laws. Personal leave shall be granted for the remedy of problems which cannot be conveniently resolved at time other than during the customary work day. Specific personal reasons need not be given to supervisors, except in cases of emergency when oral requests may be granted, requested for personal leave should be given in writing to supervisors at least 48 hours prior to the time the leave is to begin. All effort, including forces, shall be made to the employee requesting personal leave and obtaining the time off.

Unused personal days will be added to sick days for accrual purposes.

Section 2: Employees may be granted an unpaid leave of absence for personal reasons up to thirty (30) work days without loss of job; provided that such leave must be approved by the Town Manager, or designee and the employee must have exhausted all available vacation, personal leave and compensatory time. Requests for leaves of absence shall not be unreasonably denied. Leaves of absence in excess of over thirty (30) days shall not have a guarantee of an available employment.

## ARTICLE 15 – BEREAVEMENT FUNERAL LEAVE

Section 1: All full time, permanent employees shall be entitled to leave without loss of pay not to exceed five (5) days in the event of the death of the employee's spouse, children, step-children, foster children, parents, step parents.

Section 2: All full time permanent employees shall be entitled to leave without loss of pay not to exceed three (3) days in the event of the death of the employee's grandparent, grandchildren, siblings, and parent in-law. Leave as provided by his section shall terminate with the date of the funeral and shall not be deducted from any vacation or compensatory time to which the employees may be entitled.

Section 3: All full time permanent employee shall be entitled to leave without loss of pay not to exceed one (1) day in order to attend the funeral of the employee's sister in-law, brother in-law, uncle, aunt, niece or nephew. Such leave shall not be deducted from any vacation or compensatory time to which the employee may be entitled.

Section 4: The Chief of Police may grant additional bereavement days when need is shown.

#### ARTICLE 16 – MATERNITY – PATERNITY LEAVE

Section 1: Maternity leave; an employee shall be entitled to up to eighteen (18) weeks of maternity leave. She may use any sick leave which she has accumulated in accordance with the law. If she does not have sufficient sick leave, she may use personal days and/or vacation leave at her option. An employee shall also be allowed, at her option, to use one (1) day of sick leave per week, or if she does not have sufficient sick leave, one (1) personal day or vacation day per week, up to a maximum of 18 weeks.

Section 2: Paternity leave; an employee shall be granted up to one (1) week paternity leave with full pay. Such leave shall be deducted from sick leave or vacation leave or personal days at the employee's option.

Section 3: Maternity clothing; Public safety dispatchers that become pregnant may notify the Chief of Police in writing after receiving notification of pregnancy from a medical doctor or such other medical personnel qualified to render such a diagnosis. Upon such notification the Public safety dispatcher shall be allowed to wear appropriate maternity clothing during their pregnancy, and thirty (30) days after returning to work.

#### ARTICLE 17 – JOB POSTING AND BIDDING

Section 1: When a position covered by this agreement becomes vacant and is intended to be filled, or a position is created and intended to be filled, such vacancies shall be posted in a conspicuous place listing the pay. A copy of the posting shall be sent to the Union chairperson.

Section 2: The successful applicant shall be given a thirty (30) working day trial and training period in the new position. At any time during this period, the town may elect to return the employee to his or her previous position. At any time during this thirty (30) working day period, the employee may elect to return to his or her previous position. The employee who returns to his or her previous position will be paid at the rate which he or she would have been entitled if no change of position had occurred.

Section 3: When a Public Safety dispatchers position/shift becomes available due to a promotion or vacancy, the public safety dispatchers by seniority shall have first consideration to the open shift that becomes available.

Section 4: An employee who is promoted or elevated shall be placed on the appropriate scale one step up from their previous pay plus one additional step.

#### ARTICLE 18 – REDUCTION IN FORCE

Section 1: For the purposes of reduction in force there shall be a list compiled by seniority of all full time public safety dispatchers. Prior to any reductions in force all temporary, part time or per diem employees within/working the public safety dispatch center will be let go first. All probationary employees within that list will be let go second. The Town agrees to administer a severance payment of four (4) weeks pay of a four (4) and two (2) work schedule to employee/employees affected by the reduction in force. The employee will be compensated at their current rate of pay.

Section 2: An employee affected by a reduction in force shall have a right to recall by the town for eighteen (18) months. An employee notified of a recall opening shall have seven (7) days to respond.

#### ARTICLE 19 – NO STRIKE

Section 1: Neither the Union nor any employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services from the town, including so called work to rule, refusal to perform in whole or in

part duties of employment, however established, and the withholding of overtime services (collectively referred to below as “such job action”).

Section 2: Should any employee or group of employees covered by this agreement engage in any such job action, the union shall immediately disavow such activity, refuse to recognize any such picket line, and take all reasonable means to effect the termination of such job action.

Section 3: Violation of Section 1 or refusal to cross any picket line in the performance of duty shall be in violation of this agreement and shall be just cause for disciplinary action by the Town against an employee. The Town may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement, file independently an action in the appropriate court to enforce this Article.

## ARTICLE 20 – UNIFORM ALLOWANCE

1: The public safety dispatcher uniform is a condition of employment and must be worn when on duty. The Town agrees to provide such essentials as it deems necessary for the employee to perform his/her duties.

2: New employees in the bargaining unit shall receive the initial uniform allotment as follows:

Three long sleeve shirts	One sweatshirt
Three short sleeve shirts	One pair black shoes or boots
Three pair's of pants	One black belt

All Public Safety Dispatchers are required to be in full uniform during working hours wearing the approved uniform.

3: Public Safety Dispatchers in the bargaining unit shall be entitled to an annual clothing allowance of \$ 450.00 dollars.

4: Any change of style, type or color of uniform or attire ordered by the Town shall be paid by the Town and not charged to the clothing allowance.

## ARTICLE 21 – BULLETIN BOARDS

The Town shall provide bulletin boards not smaller than 30” by 40” with space for union notices concerning Union business and activities in the Police Station. Parties to this agreement, both of whom may use the bulletin board for notices of routine nature agree that it would be improper to post political, denunciatory, or inflammatory written or pictorial material on such bulletin boards. If in the opinion of either party, such material is politically, denunciatory, or inflammatory, the party posting the material shall forthwith remove it.

## ARTICLE 22 - HEALTH AND LIFE INSURANCE

Section 1: The Town shall agree to pay a percentage of the cost of Medical and Life insurance premiums. In the event that any changes are made in the present plan, the parties agree to discuss whether any changes in this agreement shall be made.

All benefits which had been previously granted employees within the bargaining unit by the Personnel Rules and Regulations of the Town of Chelmsford prior to the effective date of this Agreement, which are not inconsistent with any terms of this agreement and which are not otherwise changed or modified by this agreement, shall continue in full force and effect.

Section 2: The Town may reopen negotiations with the Union regarding health insurance, subject to the following:

- (A) The Town submits a proposal regarding health insurance to the Insurance Advisory Committee.
- (B) The Insurance Advisory Committee makes it’s recommendations
- (C) The Town agrees to continue its present health and welfare plan for the benefit of members of this unit.

## ARTICLE 23 – FAMILY AND MEDICAL LEAVE

Section 1: Employees who take FMLA for their own illness shall at heir option be paid for said leave day for day utilizing their accrued leave in the

following order: Sick leave first, Comp time second, Vacation Time third; and personal leave forth.

Section 2: Employees who take FMLA for other than their own illness shall at their option be paid for said leave at increments they choose, Sick leave, Comp time, Vacation time, and Personal leave.

Section 3: Employees who take leave under FML Act under conditions set above in sections 1 and 2 must choose their pay status prior to the start of said leave.

Section 4: Employee's who utilize sick leave under the conditions in section 2 above; said use of sick leave shall not count against the limited sick leave bonus program under Article 12 Section 6.

#### ARTICLE 24- MILITARY SERVICE

All employees covered by this agreement shall be granted a military leave of absence without pay when called involuntarily to active duty with the state of federal armed forces for the purpose other than routine annual tour of duty for training purposes. The Town shall agree that the employee's seniority rights shall not be affected while his/her leave of absence for said leave is in effect.

#### ARTICLE 25- COURT DUTY

Any Public Safety Dispatcher who attends Court in connection with his/her official duties as a Public Safety Dispatcher before or after his/her regular shift or on a day off shall be paid a minimum of four (4) hours pay at the rate of time and one half his/her regular base rate of pay.

Public Safety Dispatchers who are called in before or after his/her regular shift or on a day off, by the District Attorney's Office or the Chief of Police

or his designee for the preparation or administrative duties pertaining to a upcoming case, shall be compensated at one (1) hour minimum at the rate of time and one half his/her regular base rate of pay.

#### ARTICLE 26 – EMERGENCY MEDICAL DISPATCH

As a result of the Commonwealth of Massachusetts requirements for public safety emergency medical dispatch, the Town shall provide each member of the bargaining unit with a \$500 annual EMD stipend, effective January 1, 2014.

#### ARTICLE 27 - DURATION OF AGREEMENT

Section 1: Term: This Agreement shall become effective on July 1, 2016 and shall remain in force and effect until midnight June 30, 2019, and from

year to year thereafter, unless terminated or modified as hereinafter set forth. Provided that any portion hereof, which by law requires Town Meeting actions, shall not become effective until such actions are voted and approved by Town Meeting.

Section 2: Termination or Modification; Should either party desire to modify or terminate this Agreement at the end of the period specified above, notice of such modification or termination must be sent to the other party by certified U.S. Mail. Every reasonable effort shall be made to submit such notice at least one hundred and fifty (150) days prior to the termination date herein agreed. In no case may a termination or Modification notice be sent less than thirty (30) days.

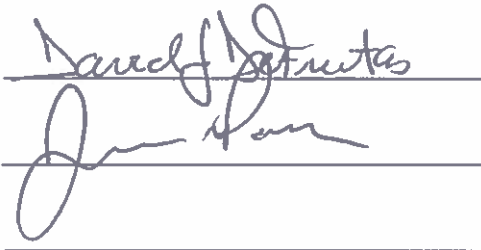
DATED THIS 12<sup>th</sup> DAY OF MAY, 2017 AT CHELMSFORD, MA

TOWN OF CHELMSFORD



Paul E. Cohen  
Town Manager

AFSCME, LOCAL 1703,  
COUNCIL 93







TOWN OF CHELMSFORD  
SALARY TABLES

05/08/2017 11:17  
525kmcca

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/PERIOD	DAYS/PERIOD	HRS/PERIOD	ANNUAL SALARY	USE PCT
04/01/2017	TAFD TOWN AFSME DISP	DISP	DISPATCHER	H HOURLY	B BIWEEKLY	02	26.1000	8.00	10.00	1040.00	261.00	N
Change was made by 2.0000%												
No Dollar amount used.												

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	19.5103	156.0820	1,560.82	40,737.40
02	0.0000	20.2797	162.2380	1,622.38	42,344.12
03	0.0000	21.1059	168.8470	1,688.47	44,069.07
04	0.0000	21.9433	175.5460	1,755.46	45,817.51
05	0.0000	22.8261	182.6090	1,826.09	47,660.95
06	0.0000	24.1500	193.2000	1,932.00	50,425.20

07/01/2017	TAFD TOWN AFSME DISP	DISP	DISPATCHER	H HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	1040.00	260.00	N
Change was made by 2.0000%												
No Dollar amount used.												

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	19.9005	159.2040	1,592.04	41,393.04
02	0.0000	20.6853	165.4820	1,654.82	43,025.32
03	0.0000	21.5280	172.2240	1,722.24	44,778.24
04	0.0000	22.3822	179.0580	1,790.58	46,555.08
05	0.0000	23.2826	186.2610	1,862.61	48,427.86
06	0.0000	24.6330	197.0640	1,970.64	51,236.64

07/01/2018	TAFD TOWN AFSME DISP	DISP	DISPATCHER	H HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	1040.00	260.00	N
Change was made by 2.0000%												
No Dollar amount used.												

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	20.2985	162.3880	1,623.88	42,220.88
02	0.0000	21.0990	168.7920	1,687.92	43,885.92
03	0.0000	21.9586	175.6690	1,756.69	45,673.94
04	0.0000	22.8298	182.6380	1,826.38	47,485.88
05	0.0000	23.7483	189.9860	1,899.86	49,396.36
06	0.0000	25.1257	201.0060	2,010.06	52,261.56

