

**COLLECTIVE BARGAINING AGREEMENT**  
**TOWN OF GROVELAND**  
**AND**  
**NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, LOCAL #113**  
**GROVELAND FIRE AND POLICE SIGNAL OPERATORS' ASSOCIATION**  
**JULY 1, 2017 THROUGH JUNE 30, 2020**

This Agreement entered into by the Town of Groveland acting through its Board of Selectmen, hereinafter referred to as the Employer, and New England Police Benevolent Association, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

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## **ARTICLE 1**

### **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time Employees who work 20 hours per week or more, and the successors to such Employees, except that the Town does not recognize the Union as representing temporary or part-time Employees working less than 20 hours per week.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing conditions contained in this Agreement.

The term "Employee" as used in this Agreement refers to each member of the Bargaining Unit.

The Employer agrees not to discharge, discipline, or discriminate in any way against any Employee covered by this Agreement because of Union membership or activities.

## **ARTICLE 2**

### **UNION MEMBERSHIP & BULLETIN BOARDS**

At the time a new Employee is hired who will be subject to the Agreement, the Employer will inform the employee that the Union is the exclusive bargaining agent for wages, hours, and other conditions of employment.

All employees, upon completion of their probationary period, shall either join the Union or pay to the Union an agency service fee equivalent to the regular Union dues, as a condition of employment.

The Employer agrees to deduct weekly dues and agency fees from the pay of employees who have executed a written authorization form, and to remit to the Union on a monthly basis all such deductions.

The Employer shall provide bulletin board space in the Police Station in an appropriate area for the posting by the Union of Notices regarding Union business and activities.

## **ARTICLE 3**

### **UNION REPRESENTATIVES**

A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer immediately of any changes.

A duly elected delegate or alternate, upon prior request made to the appropriate department head or his designate shall be granted reasonable time off with pay during working hours to attend conventions of the State and National Bodies.

A Union Steward or other representative, upon prior request made to the appropriate department head or his designate, shall be granted reasonable time off with pay during working hours to investigate and to settle grievances, and to attend collective bargaining meetings with the Employer.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP 1: The Union representative, with or without the aggrieved Employee, shall take up the grievance or dispute in writing with the Employee's department head within five (5) working days of the date of the grievance or his knowledge of its occurrence. The department head shall attempt to adjust the matter and shall respond in writing to the representative within five (5) working days of the date that the department head received the grievance.

STEP 2: If the grievance still remains unadjusted, it shall be presented to the Board of Selectmen in writing within seven (7) working days after the response of the department head is due. The Board of Selectmen shall respond in writing within ten (10) working days of presentation, exclusive of Saturdays, Sundays, and legal Holidays.

STEP 3: If the grievance is still unsettled, either party may, within fifteen (15) days after reply of the Board of Selectmen is due, by written notice to the other, request arbitration.

Arbitration proceedings shall be conducted by the Board of Conciliation and Arbitration, the decision of the Arbitrator shall be rendered within fifteen (15) days of the completion of the arbitration hearings, but such period may be extended by

mutual agreement of the parties hereto. The Arbitrator shall not have the right to add to, detract from, or in any way alter provisions of this Agreement.

The grievance as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing.

No Employee shall have the right to require arbitration, the right being reserved to the Employer and the Union.

The Employer will make available, upon request, such records which the parties agree are pertinent to the arbitration, and are not, in the opinion of the Employer, entitled to confidential status.

The expense for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record to be made, providing it pays for the record and makes copies available without charge to the other party and the Arbitrator.

Grievance involving disciplinary action shall be processed beginning at the next highest step from the authority involved in the original disciplinary action.

A decision rendered by an Arbitrator under the Agreement shall be final and binding on both parties, but the Town or Union may submit more than one Question for Arbitration at the same time, and the Arbitrator may render separate decisions of each such Question.

## **ARTICLE 5**

### **JOB DESCRIPTION**

Every Employee shall be presented with an updated job description within three (3) months of the enactment of this Agreement. The job description shall be a clear, concise and accurate summary of duties, responsibility, and requirements of the job and shall include any special conditions of employment. An Employee's unspecified job duties shall be limited to the Employee's basic occupational category, unless an emergency or natural disaster arises, which would require Employees to perform additional duties to handle said Emergency.

The following is the Agreed upon Job Description:

The position of Fire and Police Signal Operator in the Communications Department has many responsibilities. The Employee receives all communications from the public and other agencies. Once received, the Employee immediately informs the patrol officers of any emergencies or service calls, or refers the information to the appropriate person or agency. In addition to

this function, an Employee is also required to know how to use all communication equipment, including all computers, radios, office equipment and phone systems.

The duties and responsibilities of an Employee includes, but are not limited to the following:

Answer all incoming phone calls in a timely, calm and civil manner, and relay the information to the appropriate person or agency.

Immediately relay all emergency and service calls to the patrol officers on duty.

Be familiar with emergency procedures in order to dispatch the proper agencies.

Keep all personnel, who are dispatched to a call, fully informed of any new information received relating to that call, and respond to any requests made by the officer on the scene.

Acquire a sufficient knowledge of the streets, businesses and other significant areas in the town in order to dispatch calls accurately.

Have a complete knowledge of all communication equipment, such as the CJIS in-house computers, the 911 system office equipment and phone system.

Report to the officer-in-charge any malfunction or defect in the equipment.

Use the Watch tour Monitor when there is a prisoner in a cell.

Be certified in CPR.

Follow all departmental policies and procedures listed in the in-house computer, and follow all directives and/or orders from the Chief of Police or his designee.

All Employees shall adopt the so-called 4 and 2 system which provides that a Signal Operator shall work for four (4) consecutive days then shall be off duty for two (2) consecutive days, and shall then resume his/her work cycle.

Employees on special assignments who work other than rotation of four (4) days on and two (2) days off, shall average the same number of total days off per year.

The Department work shift hours will be:

7:00 AM to 3:00 PM

3:00 PM to 11:00 PM

11:00 PM to 7:00 AM

## **ARTICLE 6**

### **HOLIDAYS**

All regular full-time employees shall receive time off without loss of pay for the following State Legal Holidays:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Patriot's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Floater (to be taken at employee's option)

In addition to those holidays specified, the employees shall be entitled to any specially declared federal or state holidays which occur in the course of the year. Any employee required or scheduled to work on any of the above days shall be compensated at the overtime rate of 1-1/2 times the employee's regular rate of pay, in addition to the eight hours holiday pay at straight time. If the employee and the department head agree time may be taken off in lieu of the time and one-half monies. If any of the above holidays fall on a normal day off, the employee shall be entitled to a compensatory day off, to be taken at a later date with prior approval from the Police Chief or his/her designee or the employee may elect to be paid eight (8) hours of straight time pay.

## **ARTICLE 7**

### **VACATIONS**

All employees covered by the Agreement shall be entitled to the following vacation without loss of pay:

- (A) From one (1) to five (5) consecutive years, ten (10) working days;
- (B) Upon completion of five (5) consecutive years, fifteen (15) working days;
- (C) At six (6) through twenty (20) consecutive years an employee will gain one (1) day each year to a maximum of thirty (30) working days.

In cases where the vacation requests by two or more employees conflict, preference, subject to the operational needs of the department, shall be given to employees on the basis of seniority.

Vacation time may be taken by a four hour minimum, day, week or weeks, if the employee wishes. To receive the above vacation employees must notify the Police Chief or his/her designee, seventy-two (72) hours in advance of anticipated use of vacation. Vacation will be granted provided suitable substitutes can be arranged. In the event of the death of an employee, any accrued vacation pay shall be paid to his/her estate.

When an employee is called into work during their vacation, he/she shall receive time and one-half for the hours worked in addition to the vacation pay.

Employees may carry up to ten (10) days unused vacation time over to following fiscal year.

With one month's notice, employees shall be allowed to be paid for up to five (5) vacation days per year that they choose not to use, at their normal rate of pay including any applicable shift differential.

After successfully completing the six (6) month probationary period and with the approval of the Chief of Police, an employee may use up to one-half (5 days) of their first year's accrual.

## **ARTICLE 8**

### **SICK LEAVE**

Sick Leave shall be granted in accordance with the provisions hereof, without loss of pay, benefits or seniority to each employee, for sickness.

Employees who are absent for more than three (3) consecutive days due to illness are required to provide a physician's certification excusing such absence. Failure to comply will result in loss of pay until a certificate is submitted.

Each employee shall be credited with 1.25 calendar days per month of credited service for Sick Leave to a maximum of fifteen (15) per year.

Eligibility for Sick Leave commences after six (6) months of continuous service.

Employees covered by this agreement may use up to three (3) days per year of current sick time for "Family Sick". Limited to use for spouse, children, or immediate family residing in the same household.



Any Employee covered by this Agreement shall upon retirement be entitled to receive, as severance pay in addition to any other benefits to which he/she may then be entitled, thirty percent (30%) of all his/her accumulated, unused Sick Leave, up to a maximum of one hundred fifty (150) days, to be repurchased by the Town at the Employee's then applicable per diem rate including any regularly scheduled shift differential. In the event of the death of any Employee covered by this Agreement, his/her beneficiaries shall be entitled to receive, as a death benefit, thirty percent (30%) of all his/her accumulated, unused Sick Leave, up to a maximum of one hundred fifty (150) days, to be repurchased by the Town at the Employee's then applicable per diem rate including any regularly scheduled shift differential.

For Employees hired after July 1, 2017, and upon retirement, shall be entitled to receive, as severance pay in addition to any other benefits to which he/she may then be entitled, twenty percent (20%) of all his/her accumulated, unused Sick Leave, up to a maximum of one hundred fifty (150) days, to be repurchased by the Town at the Employee's then applicable per diem rate including any regularly scheduled shift differential. In the event of the death of any Employee covered by this Agreement, his/her beneficiaries shall be entitled to receive, as a death benefit, twenty percent (20%) of all his/her accumulated, unused Sick Leave, a maximum of one hundred fifty (150) days, to be repurchased by the Town at the Employee's then applicable per diem rate including any regularly scheduled shift differential.

Employees who utilize Leave under Article 19, the Family and Medical Leave Act of 1993, shall be allowed to draw on their available Sick Leave in increments of 4 hours to 5 days per week after all other authorized paid leave (vacation, personal) has been exhausted.

#### SICK LEAVE DONATION

In the event of an illness or accident by which an employee exhausts all accumulated sick time, vacation time, personal days and time due, he/she may request a sick time donation from other employees of the bargaining unit.

Such requests will be made in writing to the Chief of Police. Members may, at their sole discretion, donate up to a maximum of 10 sick days from their sick day account per fiscal year to the requesting employee who meets the requirements of paragraph 1 of this section and paragraph 2 of this Article.

Employees who choose to make such a donation must also submit their intention in writing to the Chief of Police.

## **ARTICLE 9**

### **PERSONAL DAYS**

Each Employee shall be granted three (3) personal days per contract year, non cumulative. The first day used no reason need be given. Second day reason given in writing to the Chief of Police or his/her designee. A forty-eight (48) hour notice shall be given for use of the above personal days except for emergency situations. Personal Leave shall not be unreasonably denied.

## **ARTICLE 10**

### **OVERTIME AND CALL-IN PAY**

Full-time Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times their regular rate of pay for work in excess of their eight (8) hour work day and their forty (40) hour work week.

Employees who are called into work at times other than their regular tours of duty shall be guaranteed a minimum of four (4) hours pay at time and one-half.

Employees who are required to work past his/her regular eight (8) hour shift will be paid for any additional time worked at time and one-half.

When overtime shifts become available they will be given to full-time employees on a rotating basis so the shifts are divided as equitably as possible between the full-time employees. Such overtime shall be granted after use of all Reserves have been exhausted.

The Employer shall keep records in the official time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the union representative and the supervisor involved.

All authorized paid leave shall count as time worked in the computation of overtime.

All full time Fire and Police Signal Operators will be offered a minimum of ten (10) overtime shifts, per person, per fiscal year. Current method of rotating overtime shifts may be superseded by a Sergeant or above, according to department need, so long as each Signal Operator is offered their 10 overtime shifts within a given fiscal year.

## ARTICLE 11

### LEAVES

Any Employee who sustains injury or illness arising out of his/her employment in the town service, who has any accumulated leave on the books, shall be entitled to receive his/her full pay until such time as the employee becomes eligible to receive pay under provisions of workers compensation. Upon receipt of such workers compensation payments, the employee shall reimburse and pay over to the town the total amount of such payments for the periods of time during which he/she has received full pay from the town under this section.

Each Employee shall be granted special leave with pay for any part of the day or a day on which he/she is able to secure another Employee to work his/her place provided such substitution does not impose any additional cost to the town, the Employer approves and is notified in writing thirty-six (36) hours in advance of said proposed schedule change.

Any full-time member of the bargaining unit who has been an employee of the Department for five or more years shall be entitled to a six (6) month unpaid leave of absence. Said leave of absence shall be granted upon thirty (30) days notice to the Chairman of the Board of Selectmen. During the term of said leave no benefits or seniority shall accrue except that the employee shall remain eligible to participate in the medical and other insurance plans offered by the Town at 100% cost to the employee during the term of his/her leave in accordance with the provisions of Massachusetts General Laws 32B. Upon return from such leave all benefits and seniority previously accrued shall be restored to the employee.

Upon completion of six (6) months of absence the employee must complete five (5) more years of continuous employment before becoming eligible to request another leave of absence. This section may be waived at the discretion of the employer.

Full-time employees who are called for State or Federal Military Training Duty shall be paid any difference in compensation between that drawn in a normal working period of two (2) weeks in their regular town employment and the total compensation (excluding travel allowance) of the military duty.

Such payment shall be limited to a period not to exceed two (2) weeks in any calendar year and shall not include payment to members of the National Guard who may be mobilized during an emergency in the Commonwealth.

## **ARTICLE 12**

### **BEREAVEMENT LEAVE**

In the event of death in the immediate family of a full-time employee, the employee shall be granted four (4) days off with pay. Immediate family will include spouse, mother, father, mother-in-law, father-in-law, sister, brother, child, step-child, grandparent, or relative residing with an employee's household. The employee shall be granted three (3) days off with pay in the event of death of a daughter-in-law or son-in-law. Exception to this may be made where the funeral is out of town and in which the employer is authorized to grant reasonable additional time off.

In the event of a death of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew each employee shall be granted one (1) day leave with pay. The leave provided in this section as in the preceding section, for special reasons may be extended upon approval of the employer.

## **ARTICLE 13**

### **SENIORITY**

Seniority is herein defined as the length of continuous employment of any employee of the bargaining unit measured from the date of appointment. Should an individual resign from the Department or accept a permanent position outside of the unit, seniority shall be lost. In the event such an individual re-enters the bargaining unit, seniority shall be computed from the date of the re-entry into the unit.

In the even of identical appointment dates, department seniority shall be computed from the date of an employee's training appointment, if identical then part-time appointment if applicable.

In the event the Town reduces departmental strength, employees will be released according to seniority, with the least senior employee being released first and rehired last.

## **ARTICLE 14**

### **HEALTH INSURANCE PLAN**

The Town shall provide each full-time employee with the same medical coverage as other town employees under Massachusetts General Law 32B. All full-time employees will be reimbursed by the Town for eyeglasses broken in the line of duty.

Employees who may choose to opt-out of the Town's health insurance plan shall receive an annual opt-out bonus of \$1,000 for single coverage and \$2,500 for family coverage. Employees must be on the town's insurance for a full-year before opting out and must remain off for at least an entire plan year once opt-out bonus is paid.

## **ARTICLE 15**

### **FILLING OF VACANCIES**

When a new position necessitates promotion of an employee, or hiring of a new employee, or a vacancy occurs which management desires to fill, notice shall be posted for seven (7) days on the Association Bulletin Board during which time employees may apply, in writing, for the opening as prescribed in the notice. Seniority shall be the governing factor in filling of vacancies.

The Union and the Town agree that it would be in the best interest of both parties to have departmental vacancies filled from within the Union within a reasonable period of time, and the town agrees that it will fill all departmental vacancies within a reasonable period of time.

When a full-time Employee's position becomes vacant the Union shall conduct internal bidding on said position. After said bidding the Union will notify the Employer of which position still remains vacant.

## **ARTICLE 16**

### **SAFETY AND HEALTH**

The Communications Center and equipment will be maintained, and in good working order, to ensure the safety of employees and the general public.

Employees who believe a safety problem exists within Communications will notify the Employer of the specific problem as soon as possible. The Employer will respond in writing within seventy-two (72) hours.

The Employer shall recognize that due to work conditions within the Communications Department it is difficult for employees to attend to their personal needs. The Employer shall work with Employees to implement procedures to resolve this situation and set standards to allow employees breaks as required by law.

## **ARTICLE 17**

### **PERSONNEL FOLDERS**

Any Employee will have reasonable opportunities to review their personnel folders.

No derogatory information will be placed in any employee's folder, or become a part of an employee's official departmental record, without written notification being supplied to the employee.

Any employee may rebut any information in their personnel folder by the grievance procedures set down in this Agreement.

## **ARTICLE 18**

### **IN-SERVICE TRAINING**

It is agreed that training programs are needed to maintain and improve Department efficiency, and it is agreed that such training shall be approved by the Town after discussion with the Union.

When an employee is required to attend training courses, the Town shall provide for tuition and will provide the necessary time off for such training without loss of regular pay.

The in-service training programs shall include all State mandated courses that are funded with the State.

New full-time Employees will be required to train at least four (4) hours per day for five (5) consecutive days up to a maximum of sixty (60) hours. New employees will be trained by full-time personnel only. After this mandatory training period is completed more flexible hours can be used to finish the employee's training. Training may be extended by the Chief of Police.

Any employee who chooses to take a job related course not in-service training as above shall receive pre-approval from the Chief of Police and pass the course with a minimum of A - C in order to be reimbursed for said course.

## **ARTICLE 19**

### **THE FAMILY AND MEDICAL LEAVE ACT OF 1993**

The Groveland Board of Selectmen and the Union, will comply with all provisions of the Family and Medical Leave Act of 1993. See Article 8 Sick Leave, for utilization of Sick Leave.

## **ARTICLE 20**

### **PATERNITY**

After Delivery, employees may use up to two (2) weeks unpaid leave.

## **ARTICLE 21**

### **MISCELLANEOUS**

#### RULES AND REGULATIONS

The Town agrees to provide twenty-four (24) hour notice of all work Rules and Regulations to employees prior to their taking effect. All notices to employees shall be in writing.

#### SAVINGS CLAUSE

In the even that any Article, Section or portion of this Agreement is found to be invalid, then such specific Article, Section or portion shall be amended to the extent necessary to conform with such State or Federal Law, Rule or Regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the employer and may be submitted to the Union to be expedited arbitration.

#### COURT TIME PAY

Full-time employees who are required to attend Court on behalf of the Commonwealth or Town of Groveland in a criminal case, including conferences with prosecuting officials and hearings on complaints, will be paid for all hours spent in Court at a rate of one and one-half times the employee's rate of pay. A minimum of three(3) hours time shall be paid for appearances in District Court and a minimum of six (6) hours for appearances in Superior Court.

#### JURY DUTY

While on Jury Duty an employee shall receive his/her regular weekly salary and the employee will turn his/her jury duty pay over to the Town exclusive of travel allowance.

**ARTICLE 22**

**WAGES AND COMPENSATION**

A. The following wage rates shall be in effect for the life of the Agreement for all full-time Dispatchers:

	<b>EFFECTIVE</b> 7-1-17	<b>EFFECTIVE</b> 7-1-18	<b>EFFECTIVE</b> 7-1-19
New Hires to 3 Years	\$20.76	\$21.18	\$21.60
3 – 5 Years	\$21.96	\$22.40	\$22.85
5+ Years	\$22.51	\$22.96	\$23.42

B. Employees working the 2<sup>nd</sup> shift will receive a 5% differential.

Employees working the 3<sup>rd</sup> shift will receive a 10% differential.

C. The Chief of Police will select a Leaps Representative who will receive an additional one dollar (\$1.00) per hour.




**ARTICLE 23**


**DURATION**

This Agreement shall take effect July 1, 2017 and shall expire June 30, 2020. On or about January 1, 2020, with proper notification, the parties shall meet to confer on a new agreement. If an agreement is not reached by June 30, 2020, this Agreement shall remain in full force until the parties reach a new Agreement.

**TOWN OF GROVELAND**

  
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William F. Dunn, Chairman

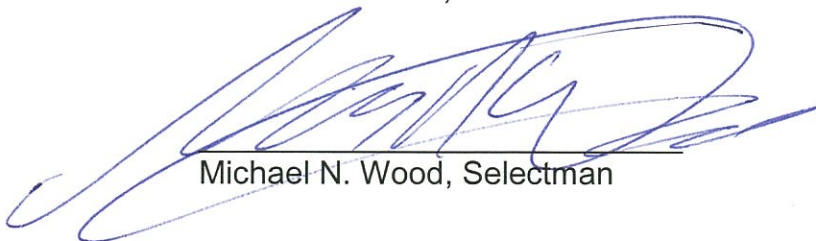
  
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N.E. Police Benevolent Association  
Local #113

  
\_\_\_\_\_  
Edward H. Watson, Vice Chair

  
\_\_\_\_\_  
Edwin Fournier  
Negotiating Committee

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Daniel J. MacDonald, Selectman

  
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William G. O'Neil, Selectman

  
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Michael N. Wood, Selectman

