

**Memorandum of Agreement  
Between  
Boxford Communications Dispatchers Association  
&  
Town of Boxford**

***July 1, 2023 – June 30, 2026***

Upon ratification, the following are agreed upon changes or additions to the existing agreement with an expiration date of June 30, 2026:

**1. Throughout contract**

Make entire contract gender neutral, including replacing “Board of Selectmen” with “Select Board”; “Chairman” with “Chair”, etc.

**2. Article III: Persons Covered by this Agreement**

Revise section as follows:

The Town recognizes the Association as the exclusive representative, for the purpose of collective bargaining relative to wages, hours of work and other conditions of employment, of all employees of the Boxford Communications Department, ***except the Director of Communications***, ~~and the Police Secretary, who are employed by various Town Departments.~~ The Town and the Association agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Association. The Municipal Employer and the Association agree not to discriminate in any way against employees covered by this agreement or other present or prospective employees on account of race, religion, creed, color, national origin, sex or age.

**3. Article VII Grievance (page 6)**

Step 1 change from “48 hours” to “2 business days”

Rest of steps: change from “days” to “business days”

Step 2 change from “5 days’ to “5 business days”; 7 days to “7 business days”

Add “Nothing contained herein shall be construed to authorize any arbitrator to alter or modify this agreement or any of its provisions or take any action to prevent the Town and the Association from settling by mutual agreement.”

**4. Article VIII Holidays (page 7)**

## **New Section 1**

Members shall be entitled to the following twelve (12) paid holidays: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day

## **5. Article XI Overtime and Extra Hours**

**Section 3 Extra Emergency Hours p10:** Make gender neutral (Director his discretion Section) 3  
Extra Emergency Hours page 10

### **Add new Section 7 Compensatory Time:**

Employees may accept compensatory time off, at 1.5 times the hours actually worked, in lieu of compensation of overtime services, at the discretion of the Communications Director. An employee cannot earn or carry more than 72 hours of compensation time in a fiscal year. Starting July 1, 2023, this paragraph shall be phased into use during the three-year contract expiring June 30, 2026. Employees shall be in compliance with the 72 hours of compensation time as of June 30, 2025. Compensation time not used during a fiscal year will be paid out at the last pay period in June of each fiscal year as of June 30, 2025. Compensatory time thereafter is capped at 72 hours earned or used per year must be taken within the fiscal year or it shall be paid as overtime worked during the last pay period of each fiscal year.

## **6. Article XII Sick Leave**

New first sentence "Employees shall follow the Town's Personnel Bylaw for Sick Leave, Chapter 23, Section 6D, with the exception of the following:"

Section 2 delete last sentence "As this section applies to the Police Secretary, he/ she shall be required to give notice to the Chief of Police or his/her designee"

## **7. Article XIII Other Leaves of Absence**

Replace Section (a) with

An eligible employee may exercise his/her right to take leave, either paid or unpaid, as afforded by state or federal law, but must do so in accordance with the parameters of relevant state or federal law. Said leave shall include, but is not limited to, family and medical paid and unpaid leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) and small necessities unpaid leave pursuant to the Massachusetts Small Necessities Leave Act of 1998 (SNLA). Upon request of an employee, information pertaining to leave associated with this section will be provided by the office of the Select Board.

**8. Article XVII Payment by the Town**

**Section 1, Hourly Wages**

Parties agree to the following base wages:

Effective July 1, 2023 2%

Effective July 1, 2024 2%

Effective July 1, 2025 2%

FY23 – adjustment of \$1.00 per hour increase across all steps

FY24 – adjustment of \$0.25 per hour increase across all steps

FY25 – adjustment of \$0.50 per hour increase across all steps

Dispatcher Employees Hourly Rate

	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>
Step 1	\$ 24.61	\$ 25.36	\$ 26.36
Step 2	\$ 25.21	\$ 25.97	\$ 26.99
Step 3	\$ 25.79	\$ 26.55	\$ 27.58
Step 4	\$ 26.45	\$ 27.23	\$ 28.27
Step 5	\$ 26.97	\$ 27.76	\$ 28.81

Remove Police Secretary Hourly Rate and last paragraph

**Section 3 Compensation for Training**

Delete 3<sup>rd</sup> paragraph (eliminate stipend):


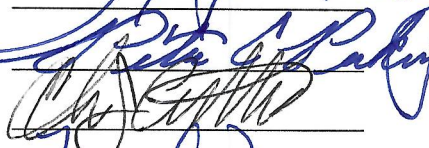
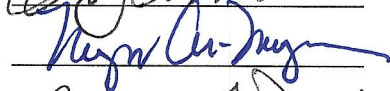

Any employee successfully completing the required Emergency Management Dispatch training and actively employed at the commencement of the fiscal year shall be entitled to an annual five hundred dollar (\$500) stipend to be paid on or before August 1<sup>st</sup> of each fiscal year. Effective July 1, 2016, the stipend shall increase to an annual six hundred dollars (\$600).

**9. Add new Section: Performance Evaluation**

Members will participate in the Town’s Performance Evaluation process. Performance evaluations provide a way to let members know how they are doing and what will be expected


of them in the future. The Association and Director of Communications will work together in the first year of this contract to develop the performance evaluation tool. The Association will identify a small group of members to work with the Director of Communications. It is expected for performance evaluations to begin at the end of the first year of the contract. The Association and the Director of Communications also commit to reviewing the performance evaluation tool every 2 years.

Town of Boxford

Date: 4/24/23

Boxford Communications  
Dispatchers Association


Date: April 21, 2023

**Memorandum of Agreement  
Between  
Boxford Communications Dispatchers and  
Police Secretarial Employees Association  
&  
Town of Boxford**

*July 1, 2020 – June 30, 2023*

1. **Article I – Term of Agreement.** Parties agree to a three-year successor agreement from July 1, 2020 through June 30, 2023.
  
2. **Article XIII (C) - Add sentence at end of paragraph** “At the end of the fiscal year, all unused personal time will be converted to straight time and paid to the employee in the first pay period of July.”
  
3. **Article XVII – Payment By The Town. Section 1: Hourly Wages:** Parties agree to amend this Article as follows:

Parties agree to the following base wage increases:

Effective July 1, 2020	1.5%
Effective July 1, 2021	2.0%
Effective July 1, 2022	2.0%

FY 22 – adjustment of \$.40 per hour increase across all steps within the Comms and Secretary pay rates

FY 23 – adjustment of \$1.10 per hour increase across all steps within the Comms pay rates.

**Hourly Wages**

Appropriate increases for all personnel covered by this agreement are reflected in the new hourly rates (see below).

**Dispatcher Employees Hourly Rate**

	FY21 (1.5%)	FY22 (2% + \$.40)	FY23 (2% + \$1.10)
Step 1	\$20.80	\$21.62	\$23.15
Step 2	\$21.37	\$22.20	\$23.74
Step 3	\$21.91	\$22.75	\$24.30
Step 4	\$22.53	\$23.38	\$24.95
Step 5	\$23.03	\$23.89	\$25.46

Police Secretary Hourly Rate

	FY21 (1.5%)	FY22 (2% + \$.40)	FY23
Step 1	\$20.79	\$21.60	No Longer in Union
Step 2	\$21.37	\$22.20	
Step 3	\$21.91	\$22.75	
Step 4	\$22.74	\$23.59	

**Add Language under Secretary Pay Grid** --As of June 30, 2022 - PD Secretary is released from any/all attachment to this Boxford Communications Dispatchers/Police Secretarial Employees Association. As of July 1, 2022, this negotiations association shall be known only as Boxford Communications Dispatchers Association.

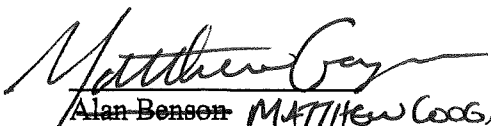
4. Change **Article XIX** to Job Posting Procedure: New positions open in the Communications Department shall be posted, in writing, for any employee to apply for if interested. An employee has 2 weeks upon posting by standard department used personal and internal email and upon the Department Bulletin Board to express an interest in the position prior to it being posted in a public domain.
5. Add **Article XX** for Reopener

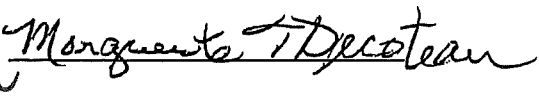


This agreement is subject to ratification by the Board of Selectmen of the Town of Boxford, subject to ratification by the Union membership, and subject to funding by the Town.

This Agreement has been duly executed by the authorized representatives of the Boxford Communications Dispatchers and Police Secretarial Employees Association.

Town Boxford

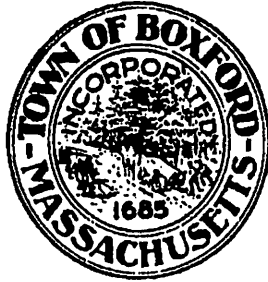
Dispatchers and Police Secretary

  
~~Alan Benson~~ MATTHEW COOGAN  
 Town Administrator

Date: 5/19/22

Date: 6/11/21



**BOXFORD COMMUNICATIONS DISPATCHERS  
AND  
POLICE SECRETARIAL EMPLOYEES ASSOCIATION  
CONTRACT**

**JULY 1, 2016 through JUNE 30, 2019**

**BOXFORD COMMUNICATIONS DISPATCHERS  
And  
POLICE SECRETARIAL EMPLOYEES ASSOCIATION  
CONTRACT**

**July 1, 2016 to June 30, 2019**

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**ARTICLE I  
TERM OF CONTRACT**

The term of this contract shall be from **JULY 1, 2016 TO JUNE 30, 2019** or until such time as a new contract is entered into. Bargaining proposals will be submitted by the Association to the Board of Selectmen and negotiated at a mutually agreeable time prior to the expiration date of this contract. Proposals found to be mutually agreeable will be incorporated in the approved contract.

**ARTICLE II  
STANDARD ARTICLES**

Articles III through VII, upon being found mutually agreeable, shall be known as the "Standard Articles" and shall, subject to amendment, preface each contract.

**ARTICLE III  
PERSONS COVERED BY THIS AGREEMENT  
NON-DISCRIMINATION**

The Town recognizes the Association as the exclusive representative, for the purpose of collective bargaining relative to wages, hours of work and other conditions of employment, of all employees of the Boxford Communications Department and the Police Secretary, who are employed by various Town Departments. The Town and the Association agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Association. The Municipal Employer and the Association agree not to discriminate in any way against employees covered by this agreement or other present or prospective employees on account of race, religion, creed, color, national origin, sex or age.

**ARTICLE IV  
EMPLOYEE RIGHTS AND REPRESENTATION**

**SECTION 1.** Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative, or otherwise, and including the right to present Association views and positions pertaining to wages, hours, or working conditions to the Department, to officials of the Town, to the Town Meeting, to members of the General Court, to the public at large, or to any other appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would affect any rights of this Association under this agreement except by consent of the Association. Further, no Department official representative, agent or employee acting for the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Association.

2. Interfere with the formation, existence, operations, administration or negotiations of the Association.
3. Discriminate against any employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the Association, or on his own behalf.
4. Refuse to meet, negotiate, or confer on matters with officers or representatives of the Association.
5. Downgrade any employee without just cause.

**SECTION 2.** The members of the Association who are on the bargaining team and 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 and the Association for the purpose of negotiating the terms of a contract, or supplements thereto. Meetings shall be planned for times when not more than (1) member of the bargaining team will be on regularly scheduled duty. However, the Association may include any number of members.

**SECTION 3.** Association officers, representatives or grievance committee members, not to exceed two (2), may be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances with the employee or others involved, and to participate in any grievance step as described in Article V hereof, or in arbitration procedures consequent thereupon, but in such latter case without pay by the Town. Such officers, representatives or grievance committee members who work any night shift may have their hours and schedule of work accordingly adjusted to effectuate the purposes of this Section. The Association Grievance Committee may consist of more than two (2) members.

**SECTION 4.** Association officers, representatives or grievance committee members shall be permitted to discuss official Association business with employees during regular work hours provided such discussion does not interfere with department business, and shall be permitted to discuss such business with the Department Head at all mutually convenient times.

**SECTION 5.** Association officers, representatives or grievance committee members, up to a maximum total of two (2), in any one instance, shall be granted a leave of absence, without pay, but with no loss of benefits, if they so request, to attend meetings of the Board of Selectmen, the Town Meetings, the General Court or other public body, subject to the reasonable discretion of the Department Head.

**SECTION 6.** The members of the Association agree to abide by the rules and regulations of the Department.

**ARTICLE V  
MANAGEMENT RIGHTS**

Subject to this Agreement and applicable law, the Town reserves and retains the regular and customary rights and prerogatives of municipal management.

**ARTICLE VI  
STABILITY OF AGREEMENT**

**SECTION 1.** No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

**SECTION 2.** The failure of the Municipal employer or the Association to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Association to future performance of any such term or provision, and the obligation of the Association and the municipal Employer to such future performance shall continue in full force and effect.

**ARTICLE VII  
GRIEVANCE PROCEDURE AND ARBITRATION**

**SECTION 1. Definition.** The term "grievance" shall mean any dispute concerning the interpretation, application, enforcement, violation or meaning of this Agreement. Situations not specifically covered by this Agreement will not constitute grievances until usual departmental administrative procedures have failed to provide an acceptable solution.

**SECTION 2. Grievances shall be processed as follows:**

**Step 1.** Grievances may first be presented by the employee and/or an Association representative to the Department Head, and an earnest effort shall be made within the next 48 hours to adjust the grievance in an informal manner. The first step may be omitted by mutual agreement.

**Step 2.** If the grievance is not resolved in Step 1, the grievance shall then be reduced to writing by the Association and presented to the Department Head. The Department Head shall meet with the Grievance Committee and/or employee(s) involved within five (5) days from the time the grievance is presented to him to discuss and attempt to adjust the grievance, and he shall answer the grievance in writing within seven (7) days after the meeting.

**Step 3.** If the grievance is not resolved in Step 2, or answered within the time limit set forth above, the written grievance shall be submitted to the Board of Selectmen of the Town by the Grievance Committee within ten (10) days after the last aforementioned seven (7) day period. The Board of Selectmen shall meet with the Grievance Committee within ten (10) days after receipt of the written grievance to discuss and attempt to adjust the grievance, and will answer the grievance within seven (7) days after the meeting. Outside parties not directly involved in the grievance shall

not be permitted to participate in grievance proceedings until Steps 1 through 3 have failed to resolve the problem.

**Step 4.** If the grievance is not satisfactorily adjusted in Step 3, or answered by the Board of Selectmen within the time limit set forth above, it may thereafter be submitted by the Association within forty-five (45) days after submission to the Board of Selectmen at Step 3, whichever later occurs, to arbitration, by written notice to such effect given to the Board of Selectmen, attention its Chairman. The arbitrator shall be selected by mutual agreement of the parties. If the parties fail to agree on the selection of a single arbitrator, the Association may request the "State Board of Conciliation and Arbitration" to arbitrate the matter, or either party may request the American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators from which a selection of a single arbitrator shall be made in accordance with the rules of the American Arbitration Association, or in the case of said service in accordance with its procedures. Each party hereto shall share equally in the cost, of any of the arbitrator's services.

Any arbitration hearing shall be held during weekdays, if at all possible, and the grieving employee(s), the members of the Association's Grievance Committee (not to exceed three (3) in number), and any other employee called as a witness by such Committee shall be granted leave of absence without pay, but with no loss of benefits, while participating in arbitration proceedings.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement.

The time limits established by this Article may be extended by mutual consent of those parties participating at each Step in the grievance procedure.

## **ARTICLE VIII HOLIDAYS**

**SECTION 1.** The holiday schedule should be compatible with the Town Bylaw covering holidays.

For the purpose of this article, the "holiday" is the twenty-four (24) hour period commencing at 11:01 PM on the day before the holiday, and ending at 11:00 PM the day of the holiday. This schedule is to be followed on each of the holidays granted through this contract.

**SECTION 2.** Each full-time and benefits eligible employee shall receive, for each such holiday, compensation equal to one-fifth of a regular week's pay. An employee required to work on any holiday shall receive time and one-half pay for the hours actually worked. An employee required to work on Thanksgiving day, Christmas Day and/or New Year's Day shall receive two times pay (double time) for the hours actually worked.

## ARTICLE IX VACATIONS

**SECTION 1.** All full time and benefit eligible employees, covered by this contract, successfully completing their probationary period shall have the right to accrue vacation from their date of hire. Vacation pay shall be based upon hours normally scheduled to be worked. Benefits listed below are based on a forty-hour workweek. Benefit hours will be prorated based on the ratio of hours the benefit eligible employee is normally scheduled to be worked per week compared to 40. Vacation leave accrued within a twelve-month period following employment, regardless of when the fiscal year falls, should be taken within that twelve-month period. With the immediate supervisor's permission, up to forty (40) vacation hours may be carried over into the next twelve-month period.

**SECTION 2.** New full time and benefit eligible employees will be eligible to use vacation time after twenty-six (26) consecutive scheduled worked weeks, including authorized leave.

Full time and benefit eligible employees with less than five (5) years of continuous employment shall be entitled to eighty (80) hours of vacation each year.

Full time and benefit eligible employees who have completed five (5) but fewer than ten (10) years of continuous employment shall be entitled to one hundred twenty (120) hours of vacation each year.

Full time and benefit eligible employees who have completed ten (10) but fewer than twenty-five (25) years of continuous employment shall be entitled to one hundred sixty (160) hours of vacation each year.

Full time and benefit eligible employees who have completed twenty-five (25) years of continuous employment shall be entitled to two hundred (200) hours of vacation each year.

**SECTION 3.** Vacation leave may be taken at such time as the employee wishes, with the approval of the employee's immediate supervisor, and should be requested in advance on a monthly basis. Approval shall not be arbitrarily denied but may take into account production commitments, public safety concerns, availability of replacement personnel and similar considerations. Compensation for vacation periods is derived from base wages attributable to the employee's normally scheduled hours per week. Working for more than one department throughout an employee's career shall not be grounds for denial of this benefit.

## ARTICLE X WORKING HOURS

### **SECTION 1.**            Regularly Scheduled Duty:

- (a)     The workweek shall consist of forty (40) hours, scheduled on five (5) consecutive days of eight (8) hours each.

- (b) There shall be not less than 48 hours of time off between the completion of one scheduled five (5) day workweek and the start of the next.
- (c) All work schedules shall be posted on the Departmental bulletin board at all times and a copy given to the Association.
- (d) Employee must be regularly scheduled for a minimum of eight (8) hours per week for continued employment at the sole discretion of the Director.

**SECTION 2. Required or Assigned Overtime**

- (a) Hours worked in excess of forty (40) in any scheduled work week (including those at the end of the last day) and hours worked in excess of eight (8) on any scheduled work day, shall be paid for as overtime. This would include the completion of a continuing task already underway, or assignment to a designated site until a situation had been corrected or a successor was provided to carry on or complete the task.
- (b) This shall not include:
  1. An out-of-town work shift or tour of duty which is substituted for a regularly scheduled work shift or tour of duty at the request of an employee (subject to Department approval)
  2. Swapped tour(s) of duty or work shift(s) between individual employees by their mutual agreement (subject to Department approval).
  3. A change on the schedule of an employee who is shifted from one work shift or tour of duty to another work shift or tour of duty for a period of twenty-eight (28) or more consecutive calendar days.

**SECTION 3. Voluntary Extra Hours**

- a) In addition to regularly scheduled duty and mandatory extensions, an employee may be permitted to work extra hours beyond the ends of the scheduled working day or on scheduled days off. Pay for this time shall be at the regular hourly rate.
- b) Except in an emergency or by permission of the Board of Selectmen, no person on vacation paid for by the Town shall be permitted to work extra hours.

**ARTICLE XI  
OVERTIME AND EXTRA HOURS**

**SECTION 1. Scheduling:**

In emergencies, or as the needs of the service require, regular department employees may be required to perform overtime work. All such employees shall be given as much advance notice as

possible of extra hours of work opportunities. Scheduled extra hours duty shall be posted and distributed to all regular employees on a fair and equitable basis. Employees, other than those required to work beyond their normal shift or tour of duty due to the emergencies of their workday (such as the completion of a continuing task already underway), shall have the option of declining offered extra shifts; but in the event that sufficient personnel do not accept such offered extra hours on a voluntary basis, or in the event of emergency situations, employees may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept extra hours of duty, but there shall be no discrimination against any employee who declines to work voluntary extra hours.

**SECTION 2.           Extra Hours**

Employees are required to work shifts as reasonably and equitably assigned by the Director.

**SECTION 3.           Emergency Extra Hours**

In emergencies or as the need for service requires, the Director may at his sole discretion require employees to work additional hours.

For the purposes of this section, emergency extra hours are defined as a level of activity in the Communications Center, at the determination of the Director, requiring additional personnel in unexpected events. The determination of emergency extra hours shall be made by either the Director of Communications or his/her designee.

Any employee called in to work a partial emergency extra hours shift shall receive a minimum for four (4) hours work, when the hours actually worked are less than four (4); shall receive a minimum for six (6) hours work, when the hours actually worked are more than four (4) but less than six (6); and shall receive a minimum for eight (8) hours work, when the hours actually worked are more than six (6) but less than eight (8).

The four (4), six(6) and eight (8) hour minimum for “emergency extra hours” will not be applicable when an employee is called in advance of a regularly scheduled shift or continues to work after a regularly scheduled shift (as long as the hours worked are continuous and uninterrupted). In such a situation the provisions of Article X, section 2 shall prevail.

**SECTION 4.           Non-avoidance of Overtime Provisions:**

The scheduled work shifts or tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this Article. Revisions of the weekly or monthly work schedule as a result of changes in available manpower, or to meet needs for different hours of coverage shall not be construed as violating the provisions of this section.



**SECTION 5. Method of Compensation of Overtime Service:**

An employee who performs overtime service in accordance with the provisions of the Agreement shall receive, in addition to his regular weekly compensation, one and one-half times his usual hourly rate for each hour of such overtime service. Employees may accept compensatory time off, equal to the hours actually worked, in lieu of compensation of overtime services, if agreeable to the Department Head, but shall not be required to do so. Pay for the overtime service shall be in addition to and not in lieu of holiday or vacation pay (where such service is performed on a holiday or during vacation), and shall be remitted to employees as part of that week's compensation and will be calculated to the nearest one-half (1/2) hour.

**SECTION 6.**

Any employee called in to work a partial shift, with little or no advance notice, shall receive minimum compensation for three (3) hours work, when hours actually worked was less than three (3). The three (3) hour minimum will be waived when an employee is called in to work a partial shift and continues to work the following eight-hour shift. Compensation, in this instance will be as outlined in **Section 5**.

**ARTICLE XII  
SICK LEAVE**

The sick leave policy shall conform to the Town Bylaw covering sick leave with the following modifications:

**SECTION 1. Return to Work Black-Out Period**

An employee returning from sick leave, shall not be eligible for overtime or other previously unscheduled work for twenty-four (24) hours after the end of the last shift for which he/she was out sick without the express written consent of the Director of Communications.

**SECTION 2. Sick Leave Notice Requirements**

Employees shall give at least two weeks advance notice to the Director of Communications, or his/her designee, of intention to utilize accrued sick leave for a foreseeable medical reason (scheduled medical procedure, appointment, etc.). If need to utilize accrued sick leave is unforeseeable two weeks in advance, the employee shall give notice to the Director of Communications, or his/her designee as soon as possible, but in no event less than at least four (4) hours in advance of the commencement of the scheduled shift the employee will be unable to work. No sick leave pay shall be payable to an employee unless the Director of Communications or his/her designee is so timely notified. Exceptions may be granted if upon investigation, a determination is made in writing by the Director of Communications that the employees' failure to timely notify was due to emergency circumstances beyond the control of the employee. Repeated failure to comply with the notice requirements herein (two or more violations per fiscal year) may result in an

employee being disciplined, up to and including termination. As this section applies to the Police Secretary, he/she shall be required to give notice to the Chief of Police or his/her designee.

### **SECTION 3. Unused Sick Leave Payment at Retirement**

After 25 years of consecutive service to the Town, the Town agrees to pay a lump sum payment amounting to 50% of the up to 100 days of sick leave accrued and unused at the time of retirement. The Town shall be given a one-year written advance notice of the intent to retire.

## **ARTICLE XIII OTHER LEAVES OF ABSENCE**

- (a) Subject to the operating needs of the Department, as determined by the Department Head, he shall grant leaves of absence without loss of pay or benefits as his discretion, or as required by law.
- (b) Training Programs: The Town shall pay for, in full, any training program necessary to increase and improve skills of the Communications dispatchers covered by this contract, when said training is deemed necessary by the Communications Director, with the approval of the Selectmen. The Town shall reimburse the employee for mileage to and from such training at the rate currently paid to other Town employees.
- (c) Personal Leave: Each full-time employee, after working one (1) full year, shall be entitled to twenty-four (24) personal hours per fiscal year, to be taken as needed. Each permanent part-time employee, after working one (1) full year, shall be entitled to sixteen (16) personal hours per fiscal year, to be taken as needed. Unused hours may not be carried forward into a successive fiscal year.

Effective July 1, 2004, each full-time employee, after working one (1) full year, shall be entitled to thirty-two (32) personal hours per fiscal year, to be taken as needed. Each permanent part-time employee, after working one (1) full year, shall be entitled to twenty-four (24) personal hours per fiscal year, to be taken as needed. Unused hours may not be carried forward into a successive fiscal year.

- (d) Bereavement Leave: Each full-time employee, after working one (1) full year, shall be entitled up to four (4) bereavement days leave at the normal per diem rate due to a death in the immediate family. The immediate family includes a spouse, parent, child, siblings, legally adopted children, grandparents or relative living in the employee's household at the time of death. The length of the leave shall take into account the closeness of the relationship and travel arrangements necessary to attend either the funeral or memorial service. Each permanent part-time employee, after working one (1) full year, shall be entitled up to two (2) bereavement days leave at the normal per diem rate due to a death in the immediate family. The immediate family includes a spouse, parent, child, siblings, legally adopted children, grandparents or relative living in the employee's household at the time of death. The length of the leave shall take into account the closeness of the relationship and travel arrangements necessary to attend either the funeral or memorial service.

Said days not to be accumulative. Each full-time and permanent part-time employee shall receive, for each such bereavement day, compensation equal to eight hours or a regular day's pay.

**ARTICLE XIV  
MILITARY LEAVES**

Payment for military leave for personnel employed after April 1, 1973, shall be only that amount required to make up the deficit (if any) between their military pay on a per diem basis, and their regular departmental pay.

**ARTICLE XV  
HEALTH INSURANCE**

The Town shall provide for each full-time employee of the departments, a health insurance policy according to that which is presently in effect.

**ARTICLE XVI  
OTHER INSURANCE**

**SECTION 1.            Liability Insurance, Inc.**

The Town, at its sole cost and expense, shall provide for each employee, an insurance policy to give the insured employee protection against personal liability; the face value of such policy to be not less than that which is currently in effect.

**SECTION 2.            Life Insurance**

The Town shall provide for such employee of the department, a life insurance policy, according to that which is presently in effect. The cost of such policy shall be shared equally between the Town and the insured employees.

**ARTICLE XVII  
PAYMENT BY THE TOWN**

**SECTION 1.            Hourly Wages:**

Appropriate increases for all personnel covered by this agreement are reflected in the new hourly rates (see below).

**Dispatcher Employees Hourly Rate:**

	<u>Fiscal Year 2017</u>	<u>Fiscal Year 2018</u>	<u>Fiscal Year 2019</u>
Step 1	\$19.50	\$19.79	\$20.09
Step 2	\$20.03	\$20.33	\$20.64
Step 3	\$20.54	\$20.85	\$21.16
Step 4	\$21.12	\$21.44	\$21.76
Step 5	\$21.59	\$21.91	\$22.24

Promotion from Step 1 to Step 2, promotion from Step 2 to Step 3, promotion from Step 3 to Step 4, and promotion from Step 4 to Step 5 shall be at the sole discretion of the Director. After eighty-four (84) months continuous service, any employee shall be paid at the Step 5 rate of pay.

**Police Secretary Hourly Rate:**

	<u>Fiscal Year 2017</u>	<u>Fiscal Year 2018</u>	<u>Fiscal Year 2019</u>
Step 1	\$19.50	\$19.79	\$20.08
Step 2	\$20.03	\$20.33	\$20.64
Step 3	\$20.54	\$20.85	\$21.16
Step 4	\$21.32	\$21.64	\$21.96

Promotion from Step 1 to Step 2 and promotion from Step 2 to Step 3 shall be at the sole discretion of the Police Chief; excepting that any employee with eighteen (18) months of continuous service or more shall be paid at the Step 3 rate of pay.

**SECTION 2. Shift Differential – Communications Department**

A five percent (5.0%) per hour differential above base pay shall be paid to second eight hour night shift dispatchers who work such shift at any time; said shift beginning at three PM (3PM) and ending at eleven PM (11PM). A seven percent (7.0%) per hour differential above the present pay shall be paid to third eight hour night shift dispatchers who work such shift at any time; said shift beginning at eleven PM (11PM) and ending at seven AM (7AM).

**SECTION 3. Compensation for Training**

The Director of Communications may designate up to six (6) employees to assist in the training of new employees. Employees designated as a “trainer” shall be appointed or removed without cause at any time at the sole discretion of the Director of Communications. From time to time, designated trainers shall be required to attend professional development seminars or courses as required by the Director of Communications in order to assist in the training process.

Designated trainers shall be compensated at time and one-half for the hours actually spent training a new employee. These hours must be scheduled in advance and approved by the Director of Communications. Training conducted at times not approved by the Director of Communications shall be considered voluntary on the part of the trainer and shall not be compensated at time and one-half.

Any employee successfully completing the required Emergency Management Dispatch training and actively employed at the commencement of the fiscal year shall be entitled to an annual five hundred dollar (\$500) stipend to be paid on or before August 1<sup>st</sup> of each fiscal year. Effective July 1, 2016, the stipend shall increase to an annual six hundred dollars (\$600).

**SECTION 4. Uniforms**

The Communications Director shall determine the standard uniform (articles of clothing) to be worn by the members of the Communications Department.

**SECTION 5. Payroll Frequency**

After July 1, 2004, the Town of Boxford, may at any time, at its sole discretion, without further bargaining, institute a bi-weekly payroll system for all employees covered under this contract.

**SECTION 6. Longevity payment.**

Employees who have completed 10 years or more of continuous employment will be eligible for an additional payment in accordance with the following schedule:

<b>Length of Service</b>	<b>Payment</b>
Completed 10 but fewer than 15 years	2.5% of base wages received in the previous fiscal year
Completed 15 years	5.0% of base wages received in the previous fiscal year

The longevity payment is in the form of a lump sum. It is calculated and paid after each fiscal year in which the employee becomes or remains eligible has ended. The payment is derived from base wages attributable to the employee's normally scheduled hours per week. It does not recognize time beyond that normally scheduled, overtime, leaves (other than vacations and holidays) or other absences.

**ARTICLE XVIII  
WAGE REOPENER**

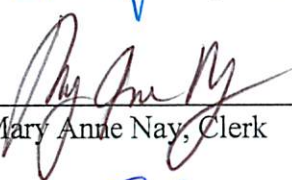
The Parties agree that if the Board of Selectmen voluntarily negotiates a higher base wage increase and/or any new changes in number or compensation for paid holidays, with any other non-school collective bargaining association for the period covered by this agreement, FY2017 to FY2019, the Town will, upon written request by the Association, meet with the Association and negotiate in good faith similar wage package increases and/or paid holiday adjustments. This Article will not be triggered by: 1) an award of the Joint Labor Management Committee; 2) wage increase granted to non-union or department head personal service contracts; 3) wage increases for call firefighters. The conditions of this article expire June 30, 2019.

**ARTICLE XIX  
MISCELLANEOUS**

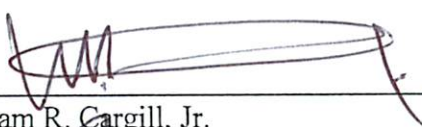
Extensions of the provisions of this Agreement to other department employees who are not members of the Association, shall not be construed as violating parts (1), (2) and (3) of Section 1, Article ii, nor be deemed an unfair labor practice on the part of the employer.

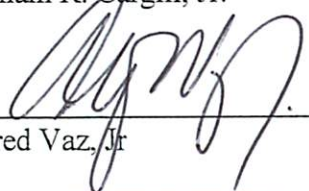
We the undersigned members of the Board of Selectmen of the Town of Boxford and of the Association of the Town of Boxford, agree to the foregoing provisions and adopt the same as our working agreement for the years specified herein.

  
\_\_\_\_\_  
Charles J. Costello, Chair

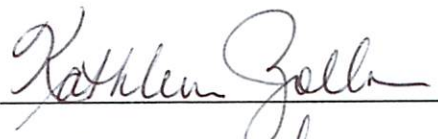
  
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Mary Anne Nay, Clerk

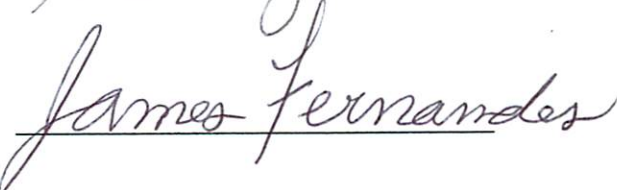
  
\_\_\_\_\_  
Peter C. Perkins

  
\_\_\_\_\_  
William R. Cargill, Jr.

  
\_\_\_\_\_  
Alfred Vaz, Jr

**BOARD OF SELECTMEN**

  
\_\_\_\_\_  
Kathleen Zella

  
\_\_\_\_\_  
James Fernandez

  
\_\_\_\_\_  
Marguerite P. Desrochers

**COMMUNICATION DISPATCHERS  
AND POLICE SECRETARIAL  
EMPLOYEES ASSOCIATION**

Date Signed: 1-9-17