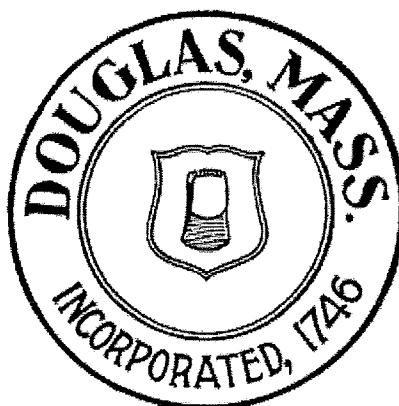


**Douglas Police/Fire/EMS Public Safety Communicators  
Contract  
Massachusetts Coalition of Police - Local 511**



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Agreement between Douglas Police/Fire/EMS Public Safety Communicators  
and the Town of Douglas

Effective July 1, 2023 through June 30, 2026

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## **1. PERSONS COVERED BY THE AGREEMENT**

The Town of Douglas (hereinafter, the "Town") recognizes Local 511 of the Massachusetts Coalition of Police, I.U.P.A., AFL-CIO, (hereinafter, the "Union") as the exclusive representative of all Public Safety Communicators (PSC) (Regular Full Time and Qualifying Opt-In Part Time) of the Town, for purposes of collective bargaining relative to wages, hours, and other conditions of employment.

## **2. NON-DISCRIMINATION**

- 2.1. The Town and the Union, (hereinafter collectively referred to as the "Parties"), agree that they shall not discriminate, or foster or otherwise encourage, any discrimination against any member of the Union on the basis of race, religion, creed, ethnic origin, sex, age, handicap, marital status, parental status, sexual orientation, or status as a member or non-member of the Union and any other protected category identified by applicable state and/or federal law, as amended, provided that all persons covered by this Agreement shall be able to perform all of the essential functions of their respective position(s) as detailed in the attached job descriptions, found in Appendix A.
- 2.2. The Parties agree further that they will work mutually toward resolution of any discriminatory practice, if any, which may be brought to their attention.

## **3. EMPLOYEE RIGHTS AND REPRESENTATION**

- 3.1. 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 Union. The freedom of employees to assist and join the Union shall be recognized as extending to participation in the management of the Union, and acting for the Union in the capacity of a Union Officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and to any other appropriate authority or official.
- 3.2. 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 agreements with any such group or organization which would violate any rights of the Union under this Agreement. Further, no Town official, representative, agent or employee shall:
  - 3.2.1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union;
  - 3.2.2. Interfere with the formation, existence, operations, administration or negotiations of the Union;
  - 3.2.3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union or otherwise act to the disadvantage of work opportunities or earning power of the employees covered by this Agreement;
  - 3.2.4. Discriminate against any employee because he/she has given testimony or taken part in any grievance procedures or other hearings, negotiations or conferences as part of the Union, or on his/her own behalf; or,
  - 3.2.5. Refuse to meet, negotiate, or confer on matters with officers or representatives of the Union.

3.3. The members of the Union Bargaining Committee, not to exceed four (4), who are scheduled to work a tour of duty during the Collective Bargaining Negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract or supplements.

- 3.4. Union Officers, not to exceed four (4), may be granted leave of absence without loss of pay or benefits for time required to discuss and process grievance(s) with the employee or others involved, to participate in any grievance step as described in relevant sections hereof, or in arbitration proceedings arising from said grievance procedures. Union Officers who work on any night shift may have their hours and/or schedule of work accordingly adjusted to implement this section.
- 3.5. Union Officers shall be permitted to discuss official Union business with employees during work provided such discussion does not interfere with Town business, and shall be permitted to discuss such business with the Town Administrator or their designee at all mutually convenient times.
- 3.6. Union Officers or Representatives, up to a maximum total of four (4) in any one instance, shall be granted leave of absence, without pay, but with no loss of benefits, if they so request, to attend meetings of the Board of Selectmen, Town Meetings, the General Court or other public body, subject to the reasonable discretion of the Town.

#### **4. NO STRIKE CLAUSE**

No employee covered by this Agreement shall engage in, endure or encourage any strike, work stoppage, slow down or withholding of services to the Town.

#### **5. MANAGEMENT RIGHTS**

- 5.1. Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction of the Town's business, except where such rights are specifically modified or abridged by the terms of this Agreement.
- 5.2. Unless an expressed, specific provision of the Agreement or applicable law provides otherwise, the Town, acting through the Town Administrator, Board of Selectmen, Chief, or other appropriate officials as may be authorized to act on their behalf, retains all of the rights and responsibilities it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Department.
- 5.3. By way of example, but not limitation, subject to the terms of this Agreement and applicable law, management retains the following rights:
  - 5.3.1. To determine the mission, budget, and policy of the Department;
  - 5.3.2. To determine the organization of the Department, the number of employees, the work functions, and the technology of the Department;
  - 5.3.3. To determine the number, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station, or facility;
  - 5.3.4. To determine the methods, means and personnel by which the Department's operations are to be carried out;
  - 5.3.5. To manage and direct employees of the Department;
  - 5.3.6. To maintain and improve orderly procedures and the efficiency of operations;

- 5.3.7. To hire, promote, and assign employees;
- 5.3.8. To transfer, temporarily reassign, or detail employees to other shifts, or other duties;
- 5.3.9. To determine the equipment to be used and the uniforms to be worn in the performance of duty;
- 5.3.10. To determine the policies affecting the hiring, promotion, and retention of employees, after consultation with the Union;
- 5.3.11. To establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- 5.3.12. To lay off employees in the event of lack of funds or under conditions where the Town believes that continuation of work would be less efficient, less productive, or less economical;
- 5.3.13. To establish or modify work schedules and shift schedules and the number and selection of employees to be assigned, not inconsistent with the provisions of this Agreement;
- 5.3.14. To take whatever action may be necessary to carry out its responsibilities in situations of emergency;
- 5.3.15. To enforce existing rules and regulations for the governance of the Department, if any, and to add to or modify such regulations as it deems appropriate, subject to fulfilling its bargaining obligations;
- 5.3.16. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.

- 5.4. Management also reserves the right to decide whether, when and how to exercise its prerogatives. Accordingly, the failure to exercise any right, whether or not enumerated in the Agreement, shall not be deemed a waiver.
- 5.5. The Parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which this Agreement is silent the Town retains the right to make changes, but only after prior bargaining with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.
- 5.6. Management reserves the right to assign duties consistent with an individual's training and ability, regardless of whether the exact duty is listed in a written job description.
- 5.7. The Parties acknowledge management's right to assign staff to duties required during a declared state of emergency as needed, after consultation.

## **6. UNION REPRESENTATIVES**

- 6.1. The Union may designate, and the Town will recognize, one (1) Representative and one or more alternates to serve in the absence of the Representative. The Town shall not be obligated to recognize any employee as a Representative or alternate unless the Union has informed the Town Administrator, in writing, who is designated to serve in these roles.
- 6.2. The Town will communicate on matters arising from this Agreement to the Representative, who shall be solely responsible for directing communication to Union officers and members.

- 6.3. A written list of Union officers and the name of the Union Representative shall be furnished to the Town immediately after their designation and the Union shall notify the Town in writing of any changes.
- 6.4. Upon prior approval by a supervisor, the Union Representative shall be allowed time off with pay, up to three (3) days per year, to investigate and file grievances, and to attend arbitration, hearings, or any other administrative meeting.
- 6.5. The Parties recognize these limitations on the authority of Representatives and their alternates and, in doing so, acknowledge the authority of the Town to impose proper discipline, up to and including termination of employment, in the event the Representative has taken unauthorized action in violation of this Agreement. The Union reserves the right to remove the designation of Representative at any time, for the good of the Union.

## **7. ACCESS TO PREMISES**

- 7.1. The Town will permit representatives of Local 511 to enter the premises at any time for discussion of working conditions with individual employees who are subject to this Agreement, if they do not interfere with the performance of assigned duties.
- 7.2. No more than two (2) representatives will enter the premises at any time.
- 7.3. The Union shall provide the Town with notice no less than 2 hours prior to entry under Section 7.1.
- 7.4. The Union shall be permitted to use Town facilities for the transaction of Union business, subject to advance notice and approval of the Town. Such approval shall not be unreasonably withheld.

## **8. APPOINTMENTS / PROBATION**

- 8.1. Employees covered by this Agreement shall be appointed by the Town Administrator after posting as required by the Personnel By-Law and the Personnel Policies and Procedures of the Town of Douglas.
- 8.2. An employee shall serve a probationary period for the first six (6) months of full time employment.
- 8.3. If the conduct or capacity of a person serving a probationary period or the character or quality of the work performed by him/her is not satisfactory to the appointing authority, they may, prior to the end of such probationary period, give such employee written notice to that effect, stating the particulars wherein their conduct or capacity or the character or quality of their work is not satisfactory, whereupon their employment shall terminate.
- 8.4. The Town Administrator may, in their sole discretion, extend the probationary period of an employee covered by this Agreement for a period not to exceed six (6) months, after a written performance evaluation in which areas of improvement required are detailed.

## **9. SENIORITY**

- 9.1. The length of service of an employee as of the date of hire as a Public Safety Communicator Regular Full Time shall determine the Seniority of the employee.

- 9.2. The principle of Seniority shall govern and control in all cases within the bargaining unit, transfer, decrease or increase in the work force as well as preference in assignment to shift work and choice of vacation period and in any other matter which preference is a factor.
- 9.3. Under no condition will Seniority be the sole determining factor for promotions within the Department.

## **10. LAYOFFS**

- 10.1. Employees who are laid off pursuant to this Agreement shall have the right of first refusal for reinstatement should the laid-off position(s) be rehired.
- 10.2. If layoff is necessary, employees shall be laid off in the inverse order of seniority.
- 10.3. The Union will be notified, whenever possible, four (4) weeks in advance of any layoff and, insofar as is practicable, of the number, names, and positions of those employees who are affected.

## **11. SHIFT BIDDING**

Shift Bidding shall take place every three (3) months, and new shift assignments will commence in July, October, January, and April of each year. Employees are required to sign the bidding sheet indicating their choice of shift assignment. Any employee who fails to sign the bidding sheet within the allotted time shall be deemed to have no shift preference and shall be assigned to the remaining shifts by the Supervisor. The Town and the Union have agreed to maintain this practice in good faith for the duration of this Agreement.

## **12. JOB POSTINGS AND PROMOTIONS**

Whenever a job opening occurs or a new position is created, a notice of such opening shall be posted on all Bulletin Boards for two (2) weeks. During this period, Employees who wish to apply for the open position or job may do so. The application shall be in writing, and it shall be submitted to the Supervisor.

## **13. PERSONNEL ACTION**

No employee who has completed their probationary period shall be removed, dismissed, discharged, suspended, or disciplined except for just cause.

## **14. DISPUTE RESOLUTION**

Complaints, disputes, or controversies of any kind, which arise between one or more employees and the Town or its agents or the Union and the Town or its agents concerning the working conditions, hours of work, wages, fringe benefits or rates of pay referred to or specified in this Agreement, may be processed as a grievance under the following procedures:

- 14.1. INFORMAL: The grievance shall first be reported verbally by the employee to their immediate supervisor and an earnest attempt shall be made to adjust the grievance within five (5) working

days. If a verbal denial is made to the grievance, a formal procedure may be followed and must be submitted within ten days of the verbal denial using Attachment A – Complaint / Grievance Form;

- 14.2. STEP #1: The aggrieved employee and/or the Union shall first notify the Supervisor in writing regarding the nature and facts of the event(s) giving rise to the grievance within five (5) calendar days of its/their occurrence and request a meeting. The Supervisor shall meet and attempt to resolve the grievance within five (5) calendar days of receipt of the employee's notification. An employee filing a grievance in this step may request to have a Union Representative present.
- 14.3. STEP #2: If a satisfactory solution is not achieved under STEP #1, the employee and/or Union shall submit the nature and facts of the grievance in writing to the Town Administrator within five (5) calendar days of the Supervisor's decision. The Town Administrator will meet with the employee, Supervisor, Chief, and Union, if requested, within ten (10) calendar days of receiving the grievance and will render a decision in writing within five (5) calendar days. If there is no satisfactory adjustment at STEP #2, the grievance may be submitted to STEP #3.
- 14.4. STEP #3: If the grievance is not settled in STEP #2, it may be submitted to arbitration within fifteen (15) calendar days of the Town Administrator's denial or failure to respond. The arbitration shall be conducted in compliance with the rules of the American Arbitration Association. Each of the Parties shall be responsible for half of the cost of such arbitration. The decision of the arbitrator shall be binding on both parties.

## **15. HOURS OF WORK**

- 15.1. A shift shall consist of eight (8) consecutive hours. The work week shall consist of four (4) consecutive days worked and two (2) consecutive days off for regular full-time Public Safety Communicators in a period of six (6) consecutive days and shall not exceed a yearly average of thirty-seven and one-third (37 1/3) hours per work week, except for the purpose of attending training classes as from time to time may be required. Shifts will be bid by seniority. The length of each bidding cycle will be three (3) months.
- 15.2. The work schedule for all employees will be made out by the Supervisor or his/her designee and posted fourteen (14) days in advance. The Supervisor or his/her designee reserves the right to alter the work schedule in the event of valid emergency, as determined by the Supervisor in his/her sole discretion.
- 15.3. The shifts for the work schedule referred to above shall be as follows:

7:00 AM to 3:00PM: 1<sup>st</sup> Shift  
3:00 PM to 11:00PM: 2<sup>nd</sup> Shift  
11:00 PM to 7:00 AM the following day: 3<sup>rd</sup> Shift  
7:00 PM to 3:00 AM the following day: 4<sup>th</sup> Shift  
11:00 AM to 7:00 PM: 5<sup>th</sup> Shift

## **16. OVERTIME**

- 16.1. Full time employees covered by this Agreement shall be paid overtime at the rate of one and one half (1.5) times their regular rate of pay for all hours worked in addition to the hours required by the posted schedule, provided that, sick time used during that week shall not be considered hours worked. For overtime calculation purposes, vacation, holiday, personal and bereavement time shall be considered hours worked.
- 16.2. Overtime shall in all instances be paid to an employee who works more than eight (8) hours in one (1) day.
- 16.3. When there is a shift that will need to be filled on an overtime basis, the Supervisor or his/her designee will offer that overtime to Public Safety Communicators as follows: Bargaining unit part-time Public Safety Communicators and non-bargaining unit per diem part-time Public Safety Communicators shall be offered overtime opportunities first before being offered to regular full-time Public Safety Communicators, followed by the PSC / Admin Assistant and then the Lead PSC 911 Admin.
- 16.4. Overtime shall be distributed as equitably as practicable, except that in an emergency the rotation may be bypassed.
- 16.5. Public Safety Communicators may be held over after the end of their shift. In the event of a holdover, a Public Safety Communicator may request that the holdover shift be split into two 4-hour increments. In the event of such a request, the Town will attempt to order in the Public Safety Communicator from the next shift to split the burden of the holdover or call in another Public Safety Communicator to cover the second half of the shift in order as stipulated in section 16.2.
- 16.6. Each order in shift or partial shift shall be assigned to the employee who has been assigned the least number of order-in shifts thus far in the fiscal year; however, an employee who is out during a pre-approved vacation period shall be the last to be considered for an order-in shift. If two or more employees have been assigned the same number of ordered in or partial shifts, the employee with the lesser amount of seniority shall be ordered in.
- 16.7. A vacation period shall be defined as a period which includes no less than eight (8) hours of vacation leave and begins at the end of the employee's last scheduled shift prior to using vacation, personal and/or compensatory leave, and ends at the beginning of the employee's first scheduled shift after the use of said time.
- 16.8. All overtime must be pre-approved by the Supervisor or his/her designee. Employees are assigned to overtime shifts subject to department needs and at the discretion of the Supervisor or his/her designee. Employees are not permitted to work more than sixteen (16) hours in one twenty-four (24) period unless waived by the Chief or his/her designee because of a public safety emergency.
- 16.9. The Town will retain the flexibility to utilize non-union/or non-contracted Public Safety Communicators to cover vacant shifts in a manner that complies with the terms of this agreement.

## **17. SHIFT SWAPS**

Shift swaps are allowed when mutually agreed upon between involved Public Safety Communicators and the Supervisor or his/her designee. Swaps that incur overtime will not be arranged or allowed. Shift swaps may be suspended or eliminated by the Supervisor at his/her sole discretion.

## **18. COURT TIME**

Any member of the Union required to be present in court on his/her own time to testify, representing the Department, in any court action shall be compensated at one and one half (1.5) times his/her straight time hourly rate of pay for such time as his/her presence is required, which in no event shall be less than four (4) hours, provided that it has been certified to the Supervisor, or his/her designee, that the acceptance of any witness fee has been waived. Members shall be reimbursed for tolls and parking fees incurred in connection with court time.

## **19. HOLIDAYS**

19.1. The following days shall be considered paid Holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Patriots' Day;
- Memorial Day;
- Juneteenth;
- Independence Day;
- Labor Day;
- Columbus Day;
- Veterans' Day;
- Thanksgiving Day;
- Christmas Day;
- One floating Holiday to be used at the employee's discretion.

19.2. For the purposes of this section, the "Holiday" is the twenty-four (24) hour period commencing at 12:00 A.M. of each day listed in this section.

19.3. Full time employees will be paid one day's pay for the above-listed holidays. Full time employees who work on the above-listed days will be paid at the rate of one and one half (1.5) times their regular rate, in addition to holiday pay, or if the employee so chooses, they may receive their regular weekly compensation and a compensatory day off to be taken at the employee's discretion within that fiscal year.

19.4. Employees whose system of beliefs or cultural practices emphasize Holidays not on the above list may, at the inception of employment, so declare to the Supervisor in writing and switch those days for specified days from the list, provided that the total number of Holidays shall not exceed thirteen (13).

## **20. VACATIONS**

20.1. All full-time employees with less than one (1) year of service shall be entitled to five (5) days' vacation which shall be issued after completion of the probationary period.

- 20.2. All full-time employees who have more than one (1) year of service, but less than five (5) years of service, shall be entitled to ten (10) days' vacation.
- 20.3. All full-time employees who have more than five (5) years of service, but less than ten (10) years of service, shall be entitled to fifteen (15) days' vacation.
- 20.4. All full-time employees who have more than ten (10) years of service, but less than fifteen (15) years of service, shall be entitled to twenty (20) days' vacation.
- 20.5. Vacations shall be picked by seniority and be requested and approved by the Supervisor prior to the posting of the schedule for the month in which the vacation will occur. The Supervisor can only require employees to work during a scheduled vacation in the event of a locally declared emergency.
- 20.6. Any denial of vacation time shall be in writing by the Supervisor to the employee. Vacation time may be taken based on existing department protocol.
- 20.7. Once approved, only the employee may cancel vacation time, unless the Supervisor or his/her designee determines that the Town is experiencing an emergency rising to the level of imminent threat of loss of life or catastrophic loss of property. An employee called in under this subsection shall receive one and one half (1.5) times their regular rate of pay for the hours worked, or elect to take one and one half (1.5) times the hours worked as compensatory time, subject to the provisions of Article 28.
- 20.8. A full time employee in the Armed Forces Reserve or the National Guard, who shall be required to and does attend annual active duty for training, shall be paid the difference between compensation received for such active duty and his/her regular compensation from the Town, provided that the Town shall be limited to a period not to exceed two (2) weeks in any twelve (12) month period and shall not include payment to members of the National Guard who may be mobilized during any emergency in the Commonwealth.
- 20.9. In the event of the death of an employee during his/her employment, any vacation time earned and not used shall be paid to his/her designated beneficiary.

## **21. SICK LEAVE**

- 21.1. Each employee shall be allocated fifteen (15) days sick leave per year, accrued in prorated share per month.
- 21.2. Each employee shall be allowed a total of eight hundred (800) hours or max one hundred (100) days.
- 21.3. Each employee shall be allowed to utilize the sick bank per the Personnel Policies and Procedures of the Town of Douglas.
- 21.4. Sick leave must be earned and cannot be paid in advance.

## **22. JURY DUTY**

The Town agrees to make up the difference in an employee's pay between a normal work-week's wages and compensation received for Jury Duty, excluding expenses. The employee must provide proof of Jury Duty attendance prior to payment.

## **23. BEREAVEMENT LEAVE**

In the event of a death of a domestic partner, father, mother, child, sister, brother, father-in-law, mother-in-law, grandparent, or any person whether adopted, step, or foster, or grandchildren, such employee shall be entitled to receive, exclusive of the day of death, up to four (4) days bereavement leave, without loss of pay or benefits.

#### **24. PERSONAL LEAVE**

- 24.1. Four (4) Personal Days per fiscal year shall be allowed to full time employees.
- 24.2. When feasible, each full-time employee shall request said leave one (1) day in advance.
- 24.3. Such leave shall have no cash value and shall not be cumulative.

#### **25. MILITARY LEAVE**

Any employee who is a member of an organized unit of the ready reserve of the armed forces, who, in order to receive military training with the armed forces of the United States not exceeding seventeen (17) days in any one calendar year, requires leave from his/her position and who gives notice to the Supervisor of the date of departure and date of return for the purposes of military training, and of the satisfactory completion of such training immediately thereafter, and who is still qualified to perform the duties of such position, shall be entitled to be restored to his/her previous, or a similar, position with the same status, pay and seniority, and such period of absence for military training shall be construed as a military leave of absence. Such employees shall be paid the compensation that he/she would otherwise have received during his/her leave, less all monies that he/she received from the military (excluding reimbursement of out-of-pocket expenses) for such training. Such absence for military training shall not affect the employee's right to receive normal vacation, sick leave, advancement, and other advantages of his/her employment normally to be anticipated in his/her position. The Town will comply with the Gulf War Veterans' Act.

#### **26. WORKERS' COMPENSATION**

- 26.1. In the event that an employee shall be entitled to disability compensation pursuant to the provisions of the Worker's Compensation Act, he/she may, within a reasonable Period of time after receiving the benefits, take whatever authorized paid leave to which he/she may otherwise be entitled, in increments of four (4) hours up to a maximum of sixteen (16) hours per week, in order to bring his/her total gross compensation up to the full rate of pay provided for his/her position.
- 26.2. Employees will report a work-related accident or injury in writing to their immediate supervisor within forty-eight (48) hours, regardless of whether such accident or injury causes absence from work. Reports may be submitted on the "Incident Report" form available in the Selectmen's Office.

#### **27. COMPENSATION**

- 27.1. The Town and the Union agree to continue the performance evaluation system currently in place.
- 27.2. Employees will receive step pay increases on the corresponding anniversary of their hire date.
- 27.3. Individuals hired by the Town as full-time or part-time Public Safety Communicators who have yet to receive required initial desk training and certification (including, but not limited to, areas

such as E911, CJIS/NCIC, C.P.R., APCO, Power Phone EMD) shall be paid the current State or Federal minimum wage (whichever is higher) while taking part in the training or certification.

27.4. The Parties agree to the following Cost-of-Living Adjustment (COLA) to be added to the base pay rate each year for Full-time and qualifying Part-Time Public Safety Communicators:

FY24	FY25	FY26
Built In to New Table	2%	2%

27.5. Wages will be paid every two weeks. Full-time Public Safety Communicators will receive compensation for eighty (80) hours worked during each two week period. Wages will be as reflected in the tables that follow:

**Public Safety Communicators**

Factor	Step	FY 2024	FY 2025	FY 2026
90%	Probation	\$23.00	\$23.46	\$23.93
100%	1	\$25.56	\$26.07	\$26.59
+ 2.25%	2	\$26.14	\$26.66	\$27.19
+ 2.25%	3	\$26.72	\$27.26	\$27.80
+ 4.00%	5	\$27.79	\$28.35	\$28.91
+ 5.00%	10	\$29.18	\$29.77	\$30.36
+ 5.00%	15	\$30.64	\$31.25	\$31.88
+ 5.00%	20	\$32.17	\$32.82	\$33.47
+ 6.00%	25	\$34.10	\$34.79	\$35.48
+ 6.00%	30	\$36.15	\$36.87	\$37.61

**Lead PSC and PSC/AA**

Factor	Step	FY 2024	FY 2025	FY 2026
90%	Probation	\$24.84	\$25.34	\$25.85
100%	1	\$27.60	\$28.16	\$28.72
+ 2.25%	2	\$28.23	\$28.79	\$29.37
+ 2.25%	3	\$28.86	\$29.44	\$30.03
+ 4.00%	5	\$30.02	\$30.62	\$31.23
+ 5.00%	10	\$31.52	\$32.15	\$32.79
+ 5.00%	15	\$33.09	\$33.75	\$34.43
+ 5.00%	20	\$34.75	\$35.44	\$36.15

+ 6.00%	25	\$36.83	\$37.57	\$38.32
+ 6.00%	30	\$39.04	\$39.82	\$40.62

27.6. Union members who are not the 911 Admin. / Lead Trainer, but are assigned to train new Public Safety Communicators from time to time, will receive an additional two dollars (\$2.00) per hour for the duration of the time they spend as a trainer.

27.7. There shall be premium pay to members working specified shifts as follows:

- 27.7.1. An employee scheduled to work the evening shift (3:00 PM to 11:00 PM) shall receive a shift premium of \$1.50 per hour;
- 27.7.2. An employee scheduled to work the overnight shift (11:00 PM to 7:00 AM) shall receive a shift premium of \$1.63 per hour;
- 27.7.3. An employee scheduled to work the night shift (7:00 PM to 3:00 AM) shall receive a shift premium of \$1.56 per hour;
- 27.7.4. Shift differential shall be a part of the employee's salary and be payable for vacation, sick leave, personal days and holidays.

27.8. There shall be premium pay to Public Safety Communicators for prisoner checks as provided for in the Standard Operating Procedures of the Douglas Police Department. For the duration of an employee's assignment to prisoner watch, the employee shall receive four dollars (\$4.00) per hour in addition to their regular base pay.

## **28. COMPENSATORY TIME**

- 28.1. The supervisor, in their sole discretion, may allow an employee covered by this Agreement to receive compensatory time off at the rate of one and a half (1.5) hours per hour of overtime. The administration of compensatory time off will be governed by applicable federal and State laws, regulations and advisories except as provided below.
- 28.2. The employee shall notify the supervisor of the requested use of compensatory time off no less than ten (10) calendar days in advance.
- 28.3. An employee may not accumulate more than twenty four (24) hours of compensatory time off at any one time. Compensatory time off shall not be accrued after March 31 of each year. All accrued time must be used by March 31 of each year.
- 28.4. All unused accrued time remaining on April 1 of each year will be paid out at the employee's base rate of pay per hour in the last payroll check of each fiscal year.

## **29. ACCREDITATION PERFORMANCE BONUS**

The Town recognizes the role that Public Safety Communicators play in supporting the accreditation efforts of the Douglas Police Department. The Town will award an annual accreditation bonus to all full time employees covered by this agreement of five hundred dollars (\$500), payable in a lump sum in the last payroll period of each fiscal year. Part time employees covered by this agreement shall be eligible for a (\$250) bonus if they meet the minimum annual shifts worked requirement for inclusion under this Agreement.

### **30. UNIFORM AND ALLOWANCE**

30.1. The standard uniform for the Department will consist of the following list, which may be changed from time to time by mutual agreement of the Parties:

- Polo (black, dark blue)
- Pull Over (black, dark blue)
- Station Shirt (black, dark blue)
- Pants, Khakis or 5.11's (black, dark, blue, or tan)
- Black or Brown or neutral Footwear

30.2. Each full-time Public Safety Communicator shall be granted an annual clothing allowance of \$550.00 in FY 24, FY25, and FY26 and qualifying part-time Public Safety Communicators \$275.00 in FY 24, FY25, and FY26 paid in a separate check paid in full in first full pay period of July.

30.3. All uniform parts and equipment excluding footwear and pants will be turned into the Department upon termination of employment.

### **31. TUITION REIMBURSEMENT**

Full-Time employees who have worked for the Town of Douglas for at least 1 (one) year are eligible for reimbursement for tuition, registration fees and books for work-related courses which serve to improve their knowledge and skills related to their positions with the Town. Reimbursement will be a maximum of \$2,000.00.

### **32. TRAFFIC CONSTABLES – POLICE DETAILS COVERED BY PUBLIC SAFETY COMMUNICATORS**

In the event that the Douglas Police Department develops a policy for the assignment of Traffic Constable to traffic related details in the future, the Union is committed to securing the involvement of Douglas Public Safety Communicators and will negotiate the terms and requirements for their inclusion within said policy.

### **33. MISCELLANEOUS**

The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, or order promulgated by the public safety Chiefs, the Town Administrator, or the Board of Selectmen.

#### **34. SEVERABILITY**

If any provision(s) of this Agreement or application thereof to any person or circumstance, is held unconstitutional or otherwise invalid by a court of law, the remaining provisions of this Agreement shall remain in force. The Town and the Union agree to commence negotiations on the substitute for the invalidated section or portion thereof within thirty (30) calendar days of the court's decision.

#### **35. STABILITY OF AGREEMENT**

- 35.1. This document and the current mutually accepted job descriptions constitute the complete Agreement between the TOWN and the UNION. It is acknowledged that during negotiations that resulted in this Agreement, each and all had the unlimited right and opportunity to make proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 35.2. This Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.
- 35.3. 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 said Parties.
- 35.4. The failure of the Town or the Union to insist, in any one or more situations, upon the performance of any of the terms or provisions of this Agreement shall not be considered a waiver or relinquishment of the right to future performance of any such term or provision, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

#### **36. DURATION**

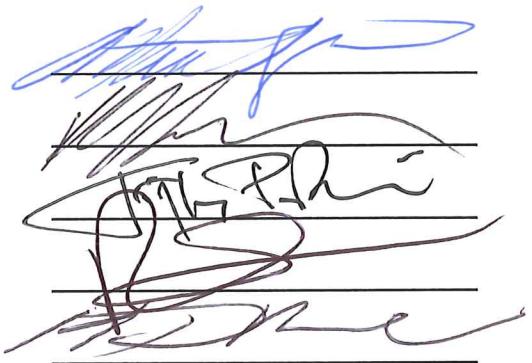
Between July 1 and November 1, 2025, the Union shall notify the Town of its proposals for a new Agreement to be effective on the termination of this Agreement, and the Parties shall proceed forthwith to bargain collectively with respect thereto. Notification under this section shall be accomplished by the Union's delivery of written invitation to bargain to the Town Administrator.

## **NEGOTIATIONS AND RATIFICATIONS**

This Agreement was negotiated for the Town by Kevin Morse and for the Local by Brandon Auger

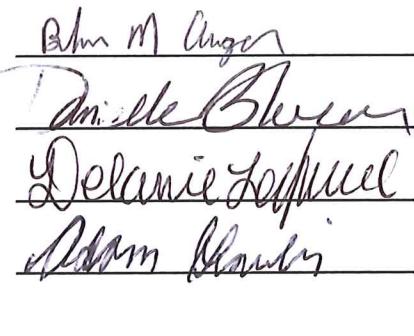
Signed, this 3rd day of October, 2023

**For the TOWN:**



Handwritten signatures of Kevin Morse and Brandon Auger, each consisting of several lines of cursive script.

**For the UNION:**



Handwritten signatures of Danielle Blayen, Delanie Lefebvre, and Adam Hawryluk, each consisting of several lines of cursive script.

## **APPENDIX A**

## **JOB DESCRIPTIONS**

## **ADMINISTRATIVE SECRETARY/DISPATCHER**

### **DEFINITION**

The Administrative Secretary /Dispatcher performs dispatching duties, provides administrative support to the Police Department and oversees the daily operation of the office; other related work, as required.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

*The essential functions or duties listed below are illustrations of the type of work that is performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

Answers business and emergency telephone calls; gathers information from the caller and dispatches police in accordance with department procedures; maintains radio contact with responding personnel.

Dispatches fire and emergency medical service personnel and monitors response.

Enters call information into the computer; enters data into NCIC/CJIS computer to obtain information on registration, licenses, warrants, stolen vehicles, stolen property or missing persons; removes information from the NCIC/CJIS system, as necessary.

Monitors prisoners detained in the lock up; prepares reports as required.

Prepares and processes payroll for department personnel; processes bills payable and posts, reconciles and balances accounts; maintains and processes revolving account for detail officers; bills and collects monies relating to details; turns over monies to the Town Treasurer.

Processes and logs citations from inception to disposition; schedules court dates for officers and maintains court docket and notifies officers of court dates.

Performs similar or related work as required, or as situation dictates.

## **SUPERVISION**

Works under the general supervision of the Chief of Police following department rules, regulations and policies, requiring the ability to plan and perform operations, and independently complete assigned tasks according to prescribed time schedules; only unusual situations are referred to the Chief.

## **WORK ENVIRONMENT**

Work is performed under busy office conditions, with some exposure to unpleasant conditions and regular interruptions to respond to requests for information or service; the workload is subject to fluctuations caused by emergencies.

The employee operates standard office equipment, E-911 lines, CJIS Registry computer, home alert systems, and recording machine.

The employee has ongoing contact with the public and other town employees, in person, by telephone and in writing.

The employee has access to collective bargaining negotiations, bid documents, legal proceedings and criminal investigations.

Errors could result in injury, delay or loss of service, monetary loss or legal repercussions.

## **RECOMMENDED MINIMUM QUALIFICATIONS**

### **EDUCATION AND EXPERIENCE**

High school diploma; advanced computer training; five years of administrative experience; experience working with the public; or an equivalent combination of education and experience.

### **KNOWLEDGE, ABILITY AND SKILL**

Knowledge of standard office practices and procedures, bookkeeping and payroll; familiarity with emergency dispatching and related equipment, departmental operations and functions.

Ability to communicate effectively orally and in writing with the public and town employees; ability to work independently and function in stressful situations; ability to learn and interpret laws and regulations.

Computer and typing skills; planning and organization skills; interpersonal skills.

## **PHYSICAL REQUIREMENTS**

Minimal physical effort is required to perform duties under typical office conditions. The employee is frequently required to sit, speak and hear, use hands to operate equipment and reach with hands and arms; occasionally required to lift paper and files weighing up to 30 pounds. Vision requirements include the ability to read and analyze documents and use a computer.

*This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

## **DISPATCHER / TRAINER**

### **DEFINITION**

The Dispatcher/Trainer performs responsible communication and administrative work responding to calls, dispatching police, fire and emergency medical services and providing information and other dispatch duties as required as well as trains all perspective dispatchers.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

In addition to all duties and responsibilities as defined for the position of Dispatcher; creates/designs lesson plans; trains all perspective trainees by the use of classroom and hands-on instruction; tests and evaluates all trainees; maintains training records; conducts in-service and .remedial training.

Trains in all aspects of dispatching including E911, emergency and non-emergency call handling, dispatching, radio use, CJIS computers, IMC computer, dealing with the public and other agencies; includes training for police, fire and EMS.

Trains newly appointed police officers for desk duty including the procedures for dispatch in the Douglas Police Department as well as dispatching for fire and EMS.

Trains and prepares all dispatchers and police officers for E911 certification.

Participates in the interview and selection process of applicants for vacant positions.

Makes recommendation to Chief of Police and the Sergeant in charge of scheduling when trainees are ready to work.

### **SUPERVISION**

Works under the general supervision of the Chief of Police.

Works independently while providing the training.

## **WORK ENVIRONMENT**

In addition to the work environment as defined for the position of Dispatcher; the Dispatcher/Trainer works in a classroom environment as well as directly in the dispatch center and may be required to return to dispatch duties in the midst of hands-on training when the situation dictates.

## **RECOMMENDED MINIMUM QUALIFICATIONS**

### **EDUCATION AND EXPERIENCE**

Associate's degree or High school diploma and equivalent combination of experience and education, a minimum of five years dispatch experience, E-911 Trainer certification, Telecommunicator Instructor certification or equivalent experience in training and education. Must maintain required certifications by attending recertification training.

### **KNOWLEDGE, ABILITY AND SKILL**

In addition to knowledge, ability and skill as defined for the position of Dispatcher; teaching skills for adult learners, ability to design various tools for learning suitable for classroom and hands-on training for adult learners; testing and evaluating trainees.

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*

## DISPATCHER

### DEFINITION

The Dispatcher performs responsible communication and administrative work responding to calls, dispatching police, fire and emergency medical services and providing information; other related work, as required.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

*The essential functions or duties listed below are illustrations of the type of work that is performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

Answers emergency (E-911) and non-emergency calls for services; dispatches police, fire or emergency medical personnel to calls, as required; dispatches mutual aid, as required; logs and maintains records of calls; maintains contact with police and fire personnel via radio; monitors the radio system.

Assists persons by answering incoming telephone calls and greeting walk-in visitors; receives pertinent information, relays information to appropriate authority and provides assistance or makes referrals; assists with general paperwork.

Performs registration, license and warrant checks; types, processes and enters data for licenses to carry and firearms identification permits; sets up appointments; types permits and fingerprint cards; types witness statements and proofreads materials.

Monitors and tapes arrests; monitors municipal building; monitors alarms for water and sewer department and businesses; monitors prisoners using video monitoring equipment.

Communicates with other town departments and assists other police agencies.

Performs similar or related work as required, or as situation dictates.

## **SUPERVISION**

Works under the general supervision of the Chief of Police and the direct supervision of the shift supervisor, according to established policies and procedures and in accordance with oral instructions; questionable calls are referred to the shift supervisor; a variety of complex and diverse dispatching and administrative functions are performed in accordance with established standard operating procedures; independent judgment is necessary to determine the correct response to calls and dispatch all necessary personnel.

## **WORKENVIRONMENT**

Work is performed with moderate noise levels; position can involve stressful situations; the employee is required to work night, weekend or holiday schedules.

The employee operates a computer, radio, telephone, dispatching equipment, and standard office equipment.

Performance of duties requires ongoing contact with the general public, requiring excellent customer service skills, and with town departments and emergency personnel.

The employee has access to confidential and sensitive information.

Errors could result in injuries to the public, delay or loss of service and legal repercussions.

## **RECOMMENDED MINIMUM QUALIFICATIONS**

### **EDUCATION AND EXPERIENCE**

High school diploma; one year of experience working with the public; communications experience or training desired; or an equivalent combination of education and experience.

### **ADDITIONAL REQUIREMENTS**

As a condition of employment, the employee must obtain E-911 certification, Emergency Medical Dispatch training, suicide prevention training, and LEAPS/NCIC certification. The employee must complete on-the-job training and basic dispatch training, as required by the Massachusetts Criminal Justice Training Council.

### **KNOWLEDGE, ABILITY AND SKILL**

Working knowledge of computers and electronic data processing; basic understanding of emergency operations, basic knowledge of administrative practices.

Ability to understand and follow defined operating procedures and protocols; ability to learn communications system techniques; ability to handle emergency situations calmly, promptly and efficiently; ability to obtain essential information from callers; ability to read, write and speak

English clearly and give clear directions over the radio and telephone.

Excellent communication skills; computer skills; skill in the operation of communications equipment.

## **PHYSICAL REQUIREMENTS**

Minimal physical effort is generally required; required to operate a keyboard and sit at the computer and dispatching station and operate dispatching equipment and all other related emergency equipment at efficient speed. While performing duties, the employee is required to stand, walk, sit, speak and hear and use hands to operate equipment. Must be able to hear well on the radio and telephone. Vision requirements include the ability to read and use a computer.

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*

**ATTACHMENT A - COMPLAINT/GRIEVANCE FORM**

**Town of Douglas Complaint/Grievance Form**

Statement of grievance, including date of occurrence:

Article & Section reference from Contract:

Statement of Remedial Action Sought:

Supporting Evidence (list of enclosures):

**Submitted by:**

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Signature of Aggrieved

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Signature of Union Representative

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Date

Step	Procedural Recipient	Procedural Date to Move Forward	Aggrieved's Signature	Date/Time Submitted	Recipient's Signature	Date/Time Received
Informal	Chief	(5 cal. days)				
Step 1	Chief	(5 cal. days)				
Step 2	Town Administrator	(5 cal. days)				
Step 2b	Town Administrator Ruling	(14 cal. days)				
Step 3	Arbitration					