

# **COLLECTIVE BARGAINING AGREEMENT**

between the

**TOWN OF WELLESLEY**

and

**WELLESLEY POLICE DISPATCHERS ASSOCIATION**

**JULY 1, 2020 TO JUNE 30, 2023**

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The collective bargaining agreement entered into as of the first day of July, 2020 between the Town of Wellesley in the County of Norfolk Commonwealth of Massachusetts, and the WELLESLEY POLICE DISPATCHERS ASSOCIATION hereinafter referred to collectively as the "ASSOCIATION".

## **ARTICLE 1** **Definitions**

Where the words are used in this Agreement "EMPLOYER" means the Town of Wellesley in the County of Norfolk, and Commonwealth of Massachusetts; "ASSOCIATION" means Wellesley Police Dispatchers Association. "Management responsibility" means the retention by the EMPLOYER of its right to conduct the business of the Town of Wellesley in the Police Department including, but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the working force and to conduct its operations in a safe and efficient manner subject only to the express limitations set forth in this Agreement. "Employees" as used in this Agreement shall mean all permanent, full-time police and fire signal alarm operators employed by the Police Department in said Town of Wellesley except such employees as are excluded from membership in a unit appropriate for purposes of collective bargaining. "Association representatives" as used in this Agreement shall mean the Association designee. Wherever the singular is used in this Agreement, it is intended to include the plural.

## **ARTICLE 2** **Recognition**

(a) The EMPLOYER recognizes the ASSOCIATION as the exclusive representative of those regular full-time police and fire signal alarm operators of the EMPLOYER covered by this Agreement in the Wellesley Police Department in job classifications set forth in ARTICLE 20 of this Agreement. Excluded from such Bargaining Unit are all other employees of the Town of Wellesley Police Department.

(b) The EMPLOYER will not discriminate against any employee or applicant for employment by reason of his membership in the ASSOCIATION or by reason of any organization activity on his part not in contravention of any provision of this Agreement, or because of race, creed, color, sex, or national origin.

(c) Matters appropriate for consultation and negotiation between the parties hereto, are practices, procedures and implementation of policies relating to work conditions which are in the authority of the EMPLOYER and subject to negotiation under the General Laws of the Commonwealth of Massachusetts, Chapter 1SOE.

## **ARTICLE 3** **Membership in the Association**

(a) Neither the EMPLOYER nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of the right of self-organization, to form, join or assist any employee organization to bargain collectively through representatives of their own

choosing on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection.

(b) Neither the ASSOCIATION nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of their right to refrain from organizing, forming, joining or assisting any employee organization to bargain collectively on questions of wages, hours and other conditions of employment.

(c) The EMPLOYER and the ASSOCIATION shall not discriminate against employees in the exercise of their right, freely and without fear of penalty and reprisal, to form, join and assist any employee organization or to refrain from any such activity in accordance with the Public Employee Labor Relations Act, Chapter ISOE of the General Laws of the Commonwealth of Massachusetts. Except as expressly provided herein, the freedom of the employees to assist the ASSOCIATION will be recognized as extending to participation in the management of the ASSOCIATION and acting for it **in** the capacity of an organization representative.

#### ARTICLE4 **Precedence of Laws and Regulations**

In the administration of all matters covered by this Agreement, the EMPLOYER, ASSOCIATION, officials and employees are governed by the provisions of any existing or future laws and regulations including provisions of the Bylaws of the Town of Wellesley and particularly ARTICLE 30 and 31 of such Bylaws and amendments thereto. This Agreement shall at all times be applied in accordance with and subject to such laws. Should any provision of this Agreement be deemed to be in conflict with any such laws, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such laws.

#### ARTICLES **Dues Collection**

(a) Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the EMPLOYER shall deduct from earned wages, periodic ASSOCIATION membership dues required as a condition of acquiring or retaining membership in the ASSOCIATION of those employees who individually authorize such deduction in writing on the form attached hereto, made a part hereof and marked "Appendix A." The EMPLOYER will remit all sums deducted under such check-off authorization to the Treasurer of the ASSOCIATION together with a list of the employees from whom such dues have been deducted.

(b) The ASSOCIATION shall indemnify and save the EMPLOYER harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the EMPLOYER for the purpose of complying with this ARTICLE, or in reliance on any assignment furnished to the EMPLOYER.

## ARTICLE 6 **Management Responsibility**

The listing of the following specific rights of management in this ARTICLE is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the EMPLOYER not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the EMPLOYER except as they may be shared with the ASSOCIATION by specific provisions of this Agreement.

(a) Among such Management responsibilities as are vested exclusively in the EMPLOYER are the following: the right to hire, promote, transfer, assign and retain employees in positions within the Wellesley Police Department and to suspend, demote, discharge or take other disciplinary actions against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Wellesley Police Department in situations of emergency.

(b) The EMPLOYER shall have the freedom of action to discharge its responsibility for the successful operation of the Wellesley Police Department, including the scheduling of operations, the methods and materials used in carrying out the functions of the Police Department and the extent to which its own or other facilities and/or personnel shall be used.

## ARTICLE 7 **Association Responsibility**

(a) The ASSOCIATION shall have the right and obligation to represent the employees, members of the bargaining unit; to present its views to the EMPLOYER on matters of concern either orally or in writing; to consult or be consulted with respect to the implementation of matters and practices which are within the discretion of the EMPLOYER except as limited by ARTICLE 3 of this Agreement, and to engage in collective negotiations with the EMPLOYER with the object of reaching an agreement applicable to such employees of the Wellesley Police Department.

(b) The ASSOCIATION shall be given the opportunity to be represented at discussions between the EMPLOYER and the employees concerning grievances subject to ARTICLE 22 of this Agreement.

(c) The ASSOCIATION acting as a sole and exclusive representative of the employees, members of such appropriate bargaining unit, shall be entitled to act for and negotiate collective agreements covering all employees in such unit, and shall be responsible for representing the interest of all such employees without discrimination and without regard to ASSOCIATION membership.

(d) The representative of the ASSOCIATION shall be permitted to enter the premises of the said department at reasonable hours, when necessary, to investigate existing grievances, after obtaining approval of the Chief of Police or his designated representative. The ASSOCIATION agrees that care will be exercised by such ASSOCIATION representative that he does not interfere with the performance of duties assigned to employees.

(e) The ASSOCIATION shall provide a written list of its officers, and its ASSOCIATION representatives immediately following their designation and the ASSOCIATION shall notify the EMPLOYER of any change in such list during the term of this Agreement. There shall be no requirement on the part of the EMPLOYER to recognize any such officer, representative or alternate representative until notice of official designation has been delivered to the EMPLOYER.

## ARTICLE 8 **Hours of Work and Overtime**

This ARTICLE defines the regular work week and shift schedule and shall not be construed as a guarantee of hours of work per day or per week. Wherever the word "overtime" is used in this Agreement, it shall mean the time an employee covered by this Agreement is required to be on duty for any period in excess of his/her regular hours of duty as hereinafter set forth.

(a) The regular hours of duty per week shall be an average of forty (40) hours per calendar week, scheduled four (4) days on duty followed by two (2) days off, ad infinitum per the Fair Labor Standards Act. The EMPLOYER may institute an alternate duty schedule consisting of five (5) days on duty followed by two (2) days off. Employees working such alternate duty schedules will accrue administrative leave as compensation for hours worked in excess of forty hours per week, such leave to be taken on either a regularly scheduled basis or with the approval of the Chief of Police.

(b) The EMPLOYER retains the right to schedule hours of employment in accordance with the work requirements of the Wellesley Police Department. Employees shall be assigned to eight hours and thirty-minute shifts. The "day" or first shifts shall commence between 7:00 a.m. and 9:00 a.m.; the "first half" or second shifts, between 3:00 p. m. and 5:00 p. m.; and the "last half" or third shifts, between 11:00 p.m. and 1:00 a.m.

(c) Employees covered by this Agreement are required to work overtime as a condition of employment. Except at the discretion of the Chief of Police, no employee shall actually work, either in his or her capacity as a Wellesley Police Dispatcher or authorized secondary employment, more than 18 hours in a 24-hour period without six consecutive hours off. Subject to the requirements of the department, overtime shall be assigned on an equitable basis to qualified, dependable employees who ordinarily perform such work in the normal course of their workweek in accordance with their skills and familiarity with the work as determined by the EMPLOYER. The time from which an employee has been excused from overtime work shall be considered in determining whether, as to him, there has been an equitable division of overtime. The EMPLOYER shall keep records of the overtime worked. Such records shall be made available to the ASSOCIATION for examination during the regular working hours.

(d) Permission to exchange duty shifts shall be subject to the following rules:

1. The granting or denial thereof shall be within the Chiefs discretion provided that such discretion shall not be exercised in an arbitrary or capricious manner.
2. Swaps allowed for greater than five (5) days shall be subject to the following:
  - a. Employees on the shift to which the employee desiring the swap is going shall be afforded the opportunity to express their desire to swap. Where, in the judgment of the Chief of Police, the qualification of two (2) or more employees desiring to make the swap are equal, seniority shall govern.
  - b. Subject to the discretion of the Chief of Police, no swaps between the same two (2) employees may exceed six (6) months nor may the same two (2) employees be involved in the same swap more than once in the period of one (1) year commencing from the date of the swap."

Not notwithstanding any other provisions of this Agreement, annually, during the period of March 1 to March 15, the Chief of Police, or the Chief's designee, shall ask each employee, in order of seniority, which particular shift(s) such employee wishes to be assigned to for the next fiscal year, that is, July 1 - June 30. Employees who are eligible for shift bidding shall be assigned to the shift(s) selected, in order of seniority, effective July 1. Excluded from the shift bidding are probationary employees. The Chief of Police will, in making assignments of employees who are excluded from shift bidding, take into consideration those employees' shift preferences as well as the needs of the Department.

In the event a permanent vacancy, or temporary vacancy as defined below, occurs on a shift, a notice of such vacancy shall be posted on the bulletin board provided for in ARTICLE 21 for five (5) consecutive days. Employees who wish to be considered for such posted vacancy shall personally sign their name on the notice. Where, in the judgment of the Chief of Police, the qualifications of the bidders are equal, the senior bidder shall be assigned to the vacancy. In the event there are no bidders for such vacancy, the same may be filled by the Chief of Police as he deems necessary for the purpose of servicing the requirements of the department, except that if the Chief fills such a vacancy by transfer, the employee with the least seniority shall be assigned to the vacancy.

As used in this section, permanent vacancy means an assignment of more than six (6) months duration. A temporary vacancy or assignment is one of up to six (6) months duration. In cases of emergency of up to one (1) month's duration, the Chief of Police may fill the vacancy as he deems necessary without posting as provided above. No employee shall be required to perform a temporary shift assignment emergency assignment under this ARTICLE more than one time during any year of this Agreement.

Anything contained in this Agreement to the contrary notwithstanding, the Chief may make whatever transfers or assignments he deems to be in the best interests of the Town of Wellesley, provided that no such transfer or assignment shall be made arbitrarily or capriciously.

(e) Employees requesting a change in shift assignment with another employee may put forth such request in writing to the Chief of Police. Said changes may occur only upon written approval of the Chief and a copy of said approval will be forwarded to the attention of the Association.

(f) Employees required to attend court, seminars, and training sessions as part of their police department duties shall be considered on duty while in attendance at same. Employees whose work assignments do not immediately precede or immediately follow the court assignment, seminar or training session shall receive pay for no less than two (2) hours of duty for attendance at court and for no less than four (4) hours of duty for attendance at seminars and training sessions. When a required court appearance, seminar or training session immediately precedes or immediately follows an employee's work assignment he or she shall be paid for the actual time worked. All witness fees or other remuneration received by employees from any source other than the Town of Wellesley for such attendance shall be turned over to the Chief of Police forthwith on receipt of same.

Employees shall be eligible for reimbursement for use of their personal automobile for authorized travel incurred in connection with their employment, from the Wellesley Police Department to the approved location, at the published rate of the I.R.S.

(g) In the event an employee reports to his place of work at his/her regularly scheduled time without having been previously notified not to report, s/he shall be paid for two (2) hours at the rate to which s/he would normally be entitled for his/her assignment, unless s/he is assigned other work in the department for the day which s/he is qualified to perform. Should an employee report for work on a regularly scheduled overtime day without having been previously notified not to report, s/he shall be paid two (2) hours at his/her overtime rate or assigned to other available work which s/he is qualified to perform.

## ARTICLE9

### **Holidays**

#### **Holidays**

(a) Employees will be paid an annual payment on or about December 1<sup>st</sup> of each year for eight (8) holidays, whether worked or not.

Employees who work a shift on Thanksgiving Day, Christmas Day or New Year's Day will be compensated at a rate of one fifth (1/5) of a week's pay in addition to his/her regular rate of pay. If an employee works more than one shift on these holidays, they will only receive the holiday compensation once. Any overtime shift worked on Thanksgiving, Christmas Day or New Year's Day will be a one and a half times (1.5x) the employee's regular rate of pay.

Any employee who works on a designated holiday may choose to be paid monetary compensation for such holiday or take a straight time compensatory shift off, scheduled with the approval of management.

## ARTICLE 10 **Vacations**

(a) The following annual vacations with pay shall be granted to all Employees who are on the payroll July 1, and who complete the following periods of full-time continuous employment during the vacation year (July 1 through June 30):

<b>Service Period</b>	<b>Vacation</b>
Six months	One week
One year	Two weeks
Three years	Three weeks
Seven years	Four weeks
Fifteen years	Five weeks
Twenty-five years	Six weeks

In no case shall an employee take their vacation until they have been on the payroll six months. In the year in which an employee is first eligible for a two-week vacation, the additional week shall not be granted until such employee has completed the full term of service requirement.

Full time employees will receive one week of vacation after completing six months of service. Upon hire, the Chief of Police may consider past employment in other like positions or departments as a Police and Fire Signal Alarm Operator to add to the employee's eligible service period for vacation purposes. Thereafter, they will accrue vacation at a rate of 10/12th of a day per month (based on two weeks per year) through the June 30th following their first anniversary. Said employee's second week of vacation or determined vacation based upon credible service will be credited on their 1<sup>st</sup> anniversary date.

On the July 1<sup>st</sup> following said employee's first year anniversary, the employee will begin receiving an annual vacation crediting as listed above.

(b) Vacations shall be granted by the Chief at such times as, in his opinion, will cause the least interference with the performance of the regular work of the Department, but taking into account the preference of the individual employee. Vacations must be taken in the twelve (12) months following the July 1st on which they are earned and shall not accumulate from vacation year to vacation year.

Except for compelling personal reasons with prior approval of the Police chief, salaries shall not be paid in lieu of vacations except to those employees entitled to more than ten vacation days. Employees entitled to more than ten vacation days upon request, may be paid for any or all

vacation days in excess of ten days, in lieu of vacation leave. Said days shall be paid provided the Chief is notified prior to May 1. The Chief shall post a reminder by April 1. Such payment may be made after May 1 with the approval of the Chief.

(c) Employees eligible for vacation shall be entitled to a vacation of two (2) calendar weeks during the prime vacation period of June 15 through Labor Day. On or about April 1 preceding the vacation year, the Chief shall post a notice on which employees shall by May 1 indicate their preference for vacation time off. Where a conflict exists between employees requesting the same vacation period, the Chief shall give consideration to the seniority of each such employee. Prior to May 15, the Chief shall post an approved vacation schedule after which changes in the schedule may be made for compelling reasons at the discretion of the Chief.

(d) If the employment of a person who has become entitled to an annual vacation, but has not taken it, is terminated by dismissal through no fault or delinquency on their part; by resignation, written notice of which was received by the Department Head at least two (2) weeks prior thereto; by retirement or by death; the employee shall be paid for their vacation period. In exceptional cases where circumstances prevent the giving of two (2) weeks' notice, excluding cases where the employee resigns to take other employment, the two (2) weeks' notice requirement may be waived and vacation pay allowed by the Department Head with the approval of the Human Resources Board. If the employment of such a person is terminated by death or retirement, s/he shall be paid for vacation benefits accrued at the rate of one-twelfth (1/12) of her/his vacation benefit for each thirty (30) calendar days of service between July 1 to the date of termination. Upon the death of an employee entitled to vacation allowance, the allowance shall be paid to the person or persons to whom unpaid salary is payable.

(e) If a former employee of the Town returns to the service of the Town and completes at least five (5) years of full-time service following such return, the amount of continuous full-time service immediately preceding the interruption of his work for the Town shall be added to the five (5) or more years of current full-time service to give total service for computation of vacation. Service in the armed forces shall not be considered an interruption of work for the purposes of computing total service credit for vacation.

## ARTICLE 11 **Sick and Personal Leave**

In the event of a bona fide personal and non-service connected sickness or injury (for which no compensation is received under Workers' Compensation) employees shall be eligible for time with pay in order that their income may be maintained during such period of bona fide incapacitation, on the following basis:

(a) The Chief shall determine and grant what he considers to be the appropriate and reasonable allowance for the following period of continuous service:

Service Period	Allowance
Less than 3 months	Up to 5 days
3 to 6 months	Up to 10 days
6 to 12 months	Up to 15 days
1 year or more	Up to 30 days*

(b) In the case of exceptional circumstances additional allowances may be granted on recommendation of the Chief and approval by the Human Resources Board. In determining whether such extended allowances shall be granted, the past absences of the employee, the length of continuous service with the Town and the quality of the employee's performance and record shall be taken into account. Consideration shall also be given as to what portion of the allowance shall appropriately be at full pay and what portion at part pay. Vacation period shall not be substituted for sick leave except in unusual circumstances and with the prior approval of the Human Resources Board.

(c) Employees shall notify their Department Head as far in advance of the anticipated absences as possible, but in any event, before the start of their duty shift, stating the reason for the absence and, if ill or injured, the nature of the illness or injury, time expected to be incapacitated and when they expect to return to work. In the event the absence is due to an accident, hospitalization, or illness, expected to last more than seven (7) calendar days, the employee shall also give the name of the attending physician.

(d) The EMPLOYER reserves the right to investigate claims for sick leave pay under section (b) above. A doctor's certificate shall be required after the seventh day. If deemed in the interests of the Town, the Chief of Police and/or the Board of Selectmen or its designee shall have an independent doctor make an examination and report.

(e) Employees shall be granted two (2) days of leave with pay each fiscal year to transact personal business. For new employees such time off shall be granted according to the following schedule:

Hired Between:

July 1 and December 31	2 days
January 1 and March 31	1 day
April 1 and June 30	0 days

In addition, employees may earn additional leave with pay to transact personal business according to their use of sick leave. For the purpose of this article, the fiscal/contract year will be divided into quarters as follows:

July 1 - September 30  
October 1 - December 31  
January 1 - March 31  
April 1 - June 30

Employees will be eligible to earn one personal day for each full quarter (1/4) of the fiscal year that an employee does not call in sick or take an emergency personal day. Emergency personal day shall be defined as personal time taken with less than 24 hours notice. Scheduling all of such days off shall be upon approval of the Chief of Police or his designee.

Employees who use not more than two (2) sick days, in total, during the fiscal year shall be entitled to one (1) additional business leave day; to be utilized during the ensuing fiscal year.

Up to four (4) business leave days that are earned but not used in the fiscal year may be carried forward from year to year. Such days may accumulate to a maximum of seven (7) days. Employees shall give as much notice as possible, but in no event less than 24 hours, except in cases of emergency. Such notice shall be given by the employee to the Chief of Police or his designee and are subject to approval.

Employees who earn the maximum five (5) personal business leave days in a fiscal year under this Article shall have the right, at the employee's option, to buy back one of said five (5) days at the rate of \$110.00 for the day. Notice to buy back must be given with thirty (30) days following the close of the fiscal year involved and the Town shall pay for said day within thirty (30) days thereafter.

If the employment of a person who has earned personal time under this section, but has not taken it, is terminated through no fault of delinquency on his/her part; by resignation, written notice of which was received by the Chief of Police at least two (2) weeks prior thereto; by retirement; or death, they shall be paid for their personal day(s). In exceptional cases where the employee resigns to take other employment, the two weeks notice requirement may be waived and personal day pay may be allowed by the Chief of Police. Upon death of an employee entitled to personal day(s), the allowance shall be paid to the person to whom unpaid salary is payable.

(f) The first three (3) regularly scheduled shifts during the contract year an employee calls in sick, the employee will be ineligible for the next extra shift that they would be offered. The fourth (4th) through the ninth (9th) regularly scheduled shifts the same contract year, that an employee calls in sick, the employee will be ineligible for the next two (2) extra shifts that they would be offered. From the tenth (10th) time on in that same contract year, that an employee calls in sick, the employee will be ineligible for the next three (3) extra shifts that they would be offered. Notwithstanding the above, no employee who calls in sick is authorized to work overtime for twenty-four (24) hours after the conclusion of their regularly scheduled shifts. Restrictions may be waived at the discretion of the Chief.

(g) An employee who is absent for over 90 consecutive calendar days due to an on-the-job injury or non-work-related illness or injury will not accumulate vacation, personal or sick leave credits during the period of absence from work.

## ARTICLE 12 **Jury Pay**

The EMPLOYER agrees to make up the difference in an employee's wages between the employee's regular weeks' wages and compensation received for jury duty, provided he reports for work on each day when he is excused from such duty. Income received by the individual for jury duty must be surrendered to the Town which in turn would issue a payroll check for the agreed amount. A certificate setting forth the amount received by such employee for jury pay shall be delivered to the EMPLOYER by the employee.

## ARTICLE 13 **Funeral Leave**

In the event of death in the immediate family of an employee covered by this Agreement, such employee will be granted funeral leave without loss of pay on the day of the funeral, if it is a scheduled work day for the employee and for a maximum of two (2) additional scheduled work days for the employee. "Immediate family" is defined as spouse, mother, step mother, father, step father, sister, brother, son, daughter, adopted child, step child, grandchild, mother-in-law, father-in-law, grandparents, and spouse's grandparents. Also, funeral leave without loss of pay will be granted on the day of the funeral, if it is a scheduled work day for the employee, and for a maximum of one (1) additional scheduled work day for step sister and step brother.

When in the judgment of the Chief unusual circumstances exist, up to three (3) additional work days may be granted off without pay.

Upon request of the employee, the Chief of Police may grant, at such times as in his opinion would cause the least interference with the regular work of the department, either vacation or personal leave time so as to afford the employee with the opportunity to attend funeral or related services and activities not otherwise addressed within this Article.

## ARTICLE 14 **Military Leave**

An employee hired prior to July 1 in any year who is absent for an ordered tour of military training duty with any organized Reserve or National Guard unit will be paid his regular rate and his certified military pay for each week of such absence, as provided in the General Laws, Chapter 33, Section 59 of the Commonwealth.

## ARTICLE 15 **Leave of Absence**

(a) Leaves of Absence requested in writing by any employee and granted voluntarily by the EMPLOYER in its discretion shall be without compensation and limited to a period of thirty (30) calendar days. Such Leave of Absence may be extended for good cause, or in accordance with the Federal Family and Medical Leave Act, beyond such thirty (30) days period in any individual case by the Board of Selectmen or its designee upon written application made in advance of the Leave. A Leave of Absence over thirty (30) calendar days' duration which has not been extended by the Board of Selectmen or its designee shall be considered a break in employment and should the employee involved be returned to work, their status shall be that of a new employee.

(b) Notice of the granting of a Leave of Absence and any extension thereof shall be in writing and a copy of such notice shall be given to the ASSOCIATION.

(c) A Leave of Absence granted pursuant to the foregoing shall be deemed to be independent of the Sick Leave provision of this Agreement and shall be construed accordingly.

Nothing herein shall be deemed to be in conflict with the Workers' Compensation laws of the Commonwealth of Massachusetts.

(d) The Town will conform to the Massachusetts General Laws and the Federal Family and Medical Leave Act regarding the granting of maternity leave. It is also agreed that employees may use accumulated or earned credited days of vacation and sick leave for maternity leave provided, however, that paid sick leave may be used as part of a maternity leave only when actual physical injury or illness prevents the employee from returning to work

(e) Leave of absence shall be granted for up to two (2) days to two (2) employees covered by this Agreement for the purposes of attending conventions of the MASSCOP as a duly authorized delegate. Forthwith upon the termination of the convention, the delegate receiving such paid leave of absence shall report for duty. Applications for such leave shall be submitted in writing to the Chief of Police, setting forth the dates and location of the convention four (4) weeks prior to the date requested where possible, but in no event less than two (2) weeks.

#### ARTICLE 16 **Group Insurance**

(a) Employees covered by this Agreement shall be provided an opportunity to join the Town of Wellesley Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment insurance, group hospitalization and surgical benefits, and extended benefits care for employees, and their eligible dependents, on a 50% contributory basis for indemnity plans and contributes various percentages of the premiums for health maintenance organization plans as required by law. Admission to the membership in said plan shall be in accordance with the terms and conditions of the contract between the EMPLOYER and the insurance carrier.

(b) The Town may reduce the number of HMO's offered, without bargaining with the Association; provided, however that the number of HMO's offered may not be reduced to less than two without bargaining with the Association.

#### ARTICLE 17 **Workers' Compensation**

In the event an employee is incapacitated as the result of a bona fide injury or sickness arising out of and in connection with his service to the Town and for which Workers' Compensation is payable, s/he shall be granted the difference between Workers' Compensation payments and his regular straight time rate of pay on the same basis and procedures as set forth under ARTICLE 11 Sick Leave, of this Agreement.

## ARTICLE 18

### **Safety**

The EMPLOYER shall from time to time make reasonable regulations for the safety and health of the employees during their hours of employment.

On or before June 30 of each year, employees covered by this agreement shall provide the Police Chief or his designee a note attesting that the employee has had an annual physical exam conducted by a licensed physician. Upon presentation of such note the employee will be eligible for a payment of \$50. If an employee fails to provide such a note he or she will be credited with four fewer hours of personal day on the next July 1.

On a voluntary basis employees will be provided with the opportunity to meet up to two times per year with a qualified fitness instructor or trainer to be selected by the Town, to allow the employee to have an evaluation of his or her physical fitness; receive a customized exercise program or routine; and have a follow-up assessment of progress made. Employees who wish to participate in this program will be required to provide evidence of medical clearance to participate in an exercise program that specifies any restrictions or limitations that are medically indicated.

## ARTICLE 19

### **Seniority**

(a) For the purposes of this agreement, an employee's seniority shall date from the date of his/her continuous full time employment in the Wellesley Police department, except for purposes of shift assignments. For purposes of shift assignments, an employee's seniority shall be the date an employee was permanently hired into a position covered by this agreement. Continuous service means the most recent period of unbroken service with the Town of Wellesley, provided that authorized leaves of absence, military service, or layoff as hereinafter defined shall not be considered a break in continuous service for the purposes of establishing seniority.

The first twelve (12) months of employment shall be considered a probationary period. No controversy covering the tenure of employment of a probationary employee shall be the matter of a grievance. However, nothing herein shall be deemed to be in conflict with any provisions of Article 20 of this Agreement.

(b) In the event that a permanent vacancy occurs on a shift, or the need for temporary assignment on a shift arises, the Chief of Police will post a notice of vacancy on the bulletin board for a period of three (3) consecutive days, except in emergency situations. Assignments made to fill the vacancy, and any resulting schedule changes, shall take effect within thirty (30) days, except when in the judgment of the Chief of Police unusual circumstances exist. Additionally, the Chief of Police or his/her designee will make a good faith effort to notify affected members of the Association personally, or by telephone, or mail to the last known telephone number or address provided to the Police Department by the employee. Employees

who wish to be considered for the posted vacancy or temporary shift assignments shall submit to the Chief of Police, in writing, a request to be considered for the vacancy or assignments.

Probationary employees shall be ineligible to bid, but may be considered if there are no qualified bidders. In no event will two probationary employees or, when there are no probationary employees, the two non-probationary employees with the lowest seniority ratings be assigned to the same work shift, unless upon the direction of the Chief. This provision shall not apply to a non-probationary employee or employees with the lowest seniority ratings if he or she has, or they have, at least two years' service as a dispatcher, nor shall it apply to filling shifts on an overtime basis.

(c) Before any individual is hired by the EMPLOYER, he or she shall satisfactorily pass a pre-placement physical examination, to be administered without charge to the individual by a physician designated by the EMPLOYER. This requirement is applicable to individuals employed for, or transferred to, full time jobs.

(d) As used in this section, a permanent vacancy means an assignment of more than sixty (60) calendar days. A temporary assignment is up to sixty (60) calendar days. No employee shall be required to perform a temporary shift assignment under this Article more than one time during a contract year, except in a bona fide emergency situation or upon agreement of the affected employee and the Chief of Police.

Shift assignments are subject to change after five (5) days notice to the affected employee and the Association, and said notice shall be posted on the Department bulletin board for three (3) consecutive days, except in emergency situations.

In making shift assignments, including assignments to vacancies, the Chief of Police will consider the public safety interest, and the skills, abilities, and seniority of the affected personnel and will consult with the Association and the affected employees during the five (5) day notice period listed in paragraph 2 above. In the event the affected employee's skills and abilities are equal, any such shift assignment made by the Chief of Police shall be made by giving predominant consideration to seniority. In the event there are no applicants for the assignment, and provided that the skills and abilities of the considered employees are equal, any such assignment made by the Chief of Police shall be made by giving predominant consideration to the reverse seniority of the affected employees. Shift assignments will not be made in an arbitrary or capricious manner.

**ARTICLE20**  
**Classification and Rates of Pay**

(a) Effective July 1, 2020, the hourly rates of pay for the following job classifications shall be as follows (2% increase):

Group	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 12 Years (2%)
47	Police and Fire Alarm Operator	23.09	24.13	25.34	26.35	27.43	28.64	29.21

Hourly rates effective July 1, 2021 (2%)

Group	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 12 Years	Step 8 20 Years (3%)
47	Police and Fire Alarm Operator	23.55	24.61	25.85	26.88	27.98	29.21	29.79	30.69

Hourly rates effective July 1, 2022 (2%)

Group	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 12 Years	Step 8 20 Years
47	Police and Fire Alarm Operator	24.02	25.10	26.37	27.42	28.54	29.79	30.39	31.30

Employees will be paid via direct deposit to a financial institution of their choice and will receive the detail of their weekly remittance by secure e-mail. The Town may adopt a bi-weekly payroll with ninety (90) days' notice to the Association and its employees.

Compensatory time off with pay may, at the discretion of the employer, be granted to police and fire signal alarm operators in exchange for time worked in excess of the normal work day or work week with the prior approval of the Chief. The maximum number of hours that may be accumulated are one hundred and eighty-seven (187).

(b) A new employee may be hired at any step of range of the classification for which they are hired. The employee may advance one step-rate at the end of their first six (6) months of employment on the recommendation of the Chief of Police and may advance one step annually thereafter until the maximum is reached.

(c) Should an employee be denied a step-rate increase upon the review of their performance by the Chief or the Chief's designated representative, the employee shall be informed in writing of the reason or reasons for such denial.

(d) Each employee's work performance and attendance record shall be reviewed with him at least once a year, such review to be immediately prior to the anniversary date of the employee's last salary increase other than a general increase. Upon completion of such review, it shall be signed by the employee to indicate such review has taken place and by the employee's supervisor and forwarded to the Human Resources Office for inclusion in the employee's official personnel file.

(e) An employee who serves as the Department's LEAPS representative or back-up representative will be awarded a stipend in the amount of 0.6% of regular hourly pay. If the employee is the LEAPS representative or back-up representative for less than a full fiscal year the payment will be limited to the amount of time as the LEAPS representative or back-up representative.

(f) An employee who serves as the Department's Scheduling Coordinator will be awarded a stipend in the amount of 1% of regular hourly pay. If the employee is the Scheduling Coordinator for less than a full fiscal year the payment will be limited to the amount of time as the Scheduling Coordinator.

An employee who serves as the Department's 911 Coordinator will be awarded a stipend in the amount of 0.4% of regular hourly pay. If the employee is the 911 Coordinator for less than a full fiscal year the payment will be limited to the amount of time as the equipment supervisor.

(g) Off-duty employees who report and remain on duty until properly relieved, as a result of a call-in, shall receive not less than four (4) hours pay at their overtime rate of pay. However, when employees are notified of the call-in prior to the completion of the previous shift, they shall be paid the actual time worked for such additional hours at their overtime rate.

(h) Employees who are assigned to a regularly scheduled second or third shift shall be paid a premium of 2% of their regular hourly rate for all regularly scheduled hours on such shifts. Said premium shall be increased to 2.25% effective July 1, 2015; and to 2.5% effective July 1, 2016.

(i) The Town will reimburse the EMT class fee for any employee in the bargaining unit who enrolls in and successfully completes the EMT training course. The Town will also reimburse the EMT recertification fee for employees who retain their EMT certification.

(j) An employee who during their shift serves as the trainer for new hires shall receive 1.5 hours of overtime per shift with the option of taking compensatory time off in the amount of 2.25 hours in lieu of overtime.

## ARTICLE21 **Posting of Notices**

A bulletin board will be provided by the EMPLOYER, and placed in a conspicuous position near the location where employees enter or leave the premises, for the publication of notices and no notice shall be posted except on such bulletin board. If the ASSOCIATION desires to post notices within the Wellesley Police Department, such notices shall be first submitted to the Chief for the Chief's approval. No change shall be made in such notice thereafter.

## ARTICLE22 **Grievance Procedure**

A grievance is an employee's expressed feeling of dissatisfaction, presented in writing, concerning aspects of their employment or working conditions arising out of the terms and conditions of this Agreement, which have not been resolved to the employee's satisfaction through informal discussion with their immediate superior. In the event the employee is unable to present such grievance, it may be presented by their UNION Steward. Such grievances may relate to the interpretation or application of, or compliance with, any of the provisions of said Agreement. Grievances of the employees shall be advanced to the EMPLOYER by the UNION.

The EMPLOYER and the ASSOCIATION expect employees and supervisors to make a sincere effort to reconcile their differences. The following procedures are established for the settlement of grievances.

I. The designated ASSOCIATION official must notify The Chief of Police or the Chief's designee of the grievance within ten (10) working days after the occurrence of the matter which gave rise to the grievance. The grievance, signed by the aggrieved and the ASSOCIATION official, must contain the following information:

- (a) a statement of the grievance;
- (b) a statement of the remedial action or relief sought;
- (c) evidence (documentary) if available to support the grievance;
- (d) a statement of the reasons why the aggrieved believes a remedy should be granted.

The aggrieved employee and a designated ASSOCIATION official shall meet with the Chief of Police within ten (10) days of the filing of the grievance with the Chief of Police. The Chief must make a decision on the grievance within ten (10) days of such meeting with the aggrieved, unless it is mutually agreed by the participants that additional time to answer will be allowed. A copy of said decision will be addressed and forwarded to the Association and the Board of Selectmen or its designee of the Town of Wellesley. The first step may be waived with prior agreement by both parties.

2. Should the grievance remain unsettled after the decision of the Chief of Police, a meeting with the Executive Director or the Executive Director's designee may be requested within ten (10) business days (M-F) days (excludes Saturdays, Sundays and Holidays), otherwise the matter will be considered to be resolved.

The Executive Director or their designee, the employee and the employee's representative will meet within fourteen (14) business (M-F) days after the presentation of the grievance for further discussion thereof in an attempt to dispose of such grievance.

3. Should the grievance remain unsettled after the decision of the Executive Director or their designee, or grievance mediation, either party may within fourteen (14) calendar days of such meeting or the conclusion of mediation, request arbitration of such grievance.

(a) Arbitration proceedings shall be conducted by an arbitrator selected under the rules and regulations of the American Arbitration Association or other process or procedures mutually agreed upon by the parties. The decision of the arbitrator shall be rendered within thirty (30) days of the completion of the arbitration hearings, but such period may be extended by mutual agreement of the parties hereto. The award of the arbitrator shall be final and binding on the parties. The arbitrator shall not have the right to add to, detract from or in any way alter the provisions of this Agreement. Furthermore, the arbitration award shall be one such as is permitted by law and the regulations and policies of the Commonwealth of Massachusetts applicable to the EMPLOYER, and the employees and the ASSOCIATION.

(b) The grievance as stated in the Request for Arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing.

(c) No employee shall have the right to require arbitration, that right being reserved to the EMPLOYER and the ASSOCIATION.

(d) The EMPLOYER will make available, upon request, such records which the parties agree are pertinent to the arbitration and are not, in the opinion of the EMPLOYER, of a

confidential nature.

(e) Each party shall bear the expense of preparing and presenting its own case. The costs, if any, of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

**ARTICLE23**  
**Deferred Compensation**

Members of the Association are eligible to participate in the Town's Deferred Compensation Program.

**ARTICLE24**  
**Indemnification**

Employees covered by this agreement shall be covered under the Town of Wellesley Comprehensive Law Enforcement Liability Insurance Policy and shall be eligible to apply to the Town of Wellesley for legal assistance and /or indemnification if any legal action is brought against them, individually, for actions alleged to have been taken **in** the course of their employment. Such legal assistance and/or indemnification will be consistent with the policy established by the Board of Selectmen and in effect at the time of the alleged actions or omissions occurred.

**ARTICLE25**  
**No Strike**

Neither the UNION nor any employee covered by this Agreement shall participate in, encourage or condone a strike, work stoppage, slow down or interruption of services in accordance with the provisions of Chapter ISOE of the General Laws.

**ARTICLE26**  
**Uniforms**

(a) Upon employment to the Wellesley Police Department, employees will be issued such equipment as is specifically required in the performance of the duties of a police and fire signal alarm operator..

Employees will be provided with an annual allowance of up to \$80 for approved work shoes or boots and \$100 for the purchase of two (2) pairs of pants, either by reimbursement to the employee or direct payment to the vendor. Annually, but no later September 1, the Police Department shall order and provide four (4) uniform shirts and one (1) piece of departmental outerwear.

(b) The determination of uniform requirements shall be the responsibility of the Chief of Police. Should such uniforms become unserviceable through ordinary use as intended by the parties, or become lost, damaged or destroyed through no neglect of the employee, it will be replaced by the employer. However, such unserviceable uniform items shall be subject to inspection by the Chief of Police and shall be turned in when the replacement is received.

(c) All such clothing, equipment, insignia, badges, and/or other equipment or clothing provided to a police and fire signal alarm operator under this Article is, and at all times shall remain, the property of the Town of Wellesley. The use of such clothing and equipment shall be limited to official duty except as specifically approved in writing for other occasions by the Chief of Police.

**ARTICLE27**  
**Drug Testing**

Wellesley Police Dispatchers  
Drug and Alcohol Policy

July 1, 2017

**1. Introduction**

This policy has been adopted to address potential drug and alcohol abuse by Wellesley Police Dispatch Association personnel, to ensure a safe, healthy and productive work environment, to protect the health and welfare of the citizens of the Town of Wellesley, and to assure compliance with the Federal Drug-Free Workplace Act of 1988. These procedures provide the Town with reasonable measures to ensure that drug and/or alcohol use does not jeopardize the public or the Department's ability to serve its citizens.

It is the general intent of the policy to create a humanitarian program. Treatment and discipline are both important aspects of the plan. Drug and alcohol testing, which will be part of the program, is intended in part as a means of identifying those who need help.

The Town will not tolerate any drug or alcohol use which could affect an employee's job performance. The public has a right to expect that dispatch personnel will carry out their duties in a safe and reliable manner, free from the effects of drug or alcohol use. This policy replaces any and all earlier policies or procedures on drug testing and applies to all dispatch personnel.

**2. Prohibited Conduct**

1. The following conduct by members of the bargaining unit is prohibited:
  - a. The use, transfer, manufacture, sale or unauthorized possession of illegal drugs.
  - b. The use or unauthorized possession of alcohol on Town property, on Town business, in Town supplied vehicles, in vehicles being used for Town purposes, or during working hours.
  - c. Reporting to or staying at work with the metabolite of an illegal drug in the blood, or with a blood alcohol level of 0.04 or above.
  - d. Driving under the influence of alcohol or drugs while on duty.
  - e. Switching or adulterating any sample.
  - f. Refusing to consent to testing, or refusing to submit a breath or urine sample for testing.
2. Any employee who is arrested or convicted of a drug-related offense or for driving while intoxicated must notify the Chief within 24 hours of the arrest or conviction, or upon return to duty for the employee's next shift, whichever is shorter. Such arrest or conviction will be considered reasonable suspicion and the employee will be required to submit to testing in accordance with section 4.

**3. Prohibited Drugs**

- a. Controlled Substances: For the purposes of this policy, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs by way of example are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines.
- b. Prescription Medication: An employee who is taking a controlled substance under a valid prescription should check with their physician to ensure that the medication will not interfere with the employee's ability to perform job functions safely and efficiently. Any questions or doubts should be raised with the Police Chief. The use of prescription medication without a valid prescription shall be considered a controlled substance.

#### 4. Testing

1. All members of the bargaining unit will be tested for drugs and/or alcohol under the following circumstances:

- a. New employees will submit to a drug test before their date of hire.
- b. Reasonable Suspicion of Drug and/or Alcohol Use: When the Town has reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test.

The determination of "reasonable suspicion" shall be made based on specific, observable phenomena, such as: direct observation of on-duty alcohol use or possession; direct observation of on-duty or off-duty use or possession of illegal drugs; the display of behaviors which appear to be indicative of the use of any illegal drug or alcohol, and are not attributable to other factors; a pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to, frequent absenteeism, excessive tardiness, or frequent accidents, not attributable to other factors and which appear to be related to drug and/or alcohol abuse; arrest, indictment, or conviction for a drug-related offense; and/or behavior which is determined to pose a substantial risk of injury or property damage, which is not attributed to other factors, and which appears to be related to drug and/or alcohol abuse.

The determination of reasonable suspicion may be made by any Superior Officer. An Observed Behavior Reasonable Suspicion Record as shown on Appendix B, shall be completed by said Superior Officer.

The Town will provide reasonable suspicion training for all members of the Department. Upon implementation of this policy, reasonable suspicion training will be conducted on duty. The Town will provide periodic refresher training for all Department staff that will be conducted on duty. The training is intended to ensure that all personnel are able to identify situations when their own personal safety or that of their coworkers may be at risk by someone exhibiting signs of a substance abuse problem or under the influence of drugs or alcohol. Any employee who feels that their wellbeing is threatened by someone who may be either under the influence of drugs or alcohol or who may have a substance abuse problem should report those concerns to

any ranking Superior Officer who will then immediately report those concerns to the Police Chief or the Deputy Chief of Police or make a determination of reasonable suspicion in accordance with section above.

An employee will be placed on administrative leave while waiting for a test result based on reasonable suspicion.

c. Post-Incident: Any employee involved in an accident, or an incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, either of which results in serious injury or serious property damage, may be directed by the Town to submit to a drug and/or alcohol test.

d. Random Testing: The Town may conduct a random drug and alcohol test once per fiscal year. The Town shall provide notice to the Union of the date of the random testing no fewer than forty-five (45) days in advance. The names of all employees scheduled to work that day shall be submitted to the drug testing facility, which will in turn randomly select no more than three (3) names for testing.

e. Return to Duty: When an employee tests positive for drugs or alcohol, he or she will be required to submit to a return to duty drug and/or alcohol test after assessment by a substance abuse professional (SAP), completion of treatment, and clearance to return to full-duty is provided by the SAP. In order to return to duty, the employee must have a BAC of less than .02 and/or a verified negative drug test. Without a successful test result, the employee is considered to be unqualified to continue to perform work-related functions. The cost of the return to duty test will be borne by the Town.

f. Follow-up Testing: An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing as a condition of their continued employment at the discretion of the Chief of Police. A program of follow-up testing will be set forth in writing and will generally continue for a period of no longer than two (2) years. During a follow-up testing period, an employee will be subject to a reasonable number of unannounced tests for drugs and/or alcohol.

## 5. Testing Procedures

1. Alcohol Testing Alcohol testing will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

2. Drug Screening Drug screening for prohibited drugs using urinalysis will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

### 3. Re-tests

a. The urine drug screen process will include provisions for split sample collection in accordance with DOT regulations.

- b. Alcohol testing will include provisions for re-testing in accordance with DOT regulations.
- c. The Town shall immediately place any employees who have requested a re-test on administrative leave pending the outcome of the re-test.
- d. The cost of the re-test will be borne by the employee. If the result of the re-test result is negative, the employee shall be reimbursed for the costs of the test.
- e. Any test in which proper procedures are not followed, in which chain of custody is breached, in which a split sample test results in a negative test, when the MRO deems the test to be negative, or which is invalidated for any reason, through no fault of the employee will be deemed a negative result. The sample and the results will be destroyed.
- f. All negative samples will be destroyed, and all positive samples will be destroyed after any appeal period has been exhausted. Samples will not be tested for any purpose other than the drugs specified.
- g. Test results and medical information will be provided to and maintained by the Human Resources Department.
- h. Off-duty employees directed to be tested by the Town in accordance with this policy will be paid overtime in accordance with the applicable provisions of the Collective Bargaining Agreement.

## 6. Searches

The Town has the right to search for alcohol or drugs on Town owned or controlled property, including in desks, Town vehicles, and lockers, that may conceal substances prohibited by this policy. During any such search one or more union members may be present.

## 7. Violation of this Policy

- 1. Employees who test positive for alcohol and/or drugs will be placed on administrative leave and will be subject to the progressive discipline and/or rehabilitation process.
  - a. Upon a first violation of this policy, employees will be placed on administrative leave and will be required to attend a certified drug and alcohol rehabilitation program that may be inpatient or outpatient. The program must be approved by the Director of Human Resources and a Substance Abuse Professional (SAP).
  - b. Employees who enter into a Rehabilitation Agreement must be evaluated by a Substance Abuse Professional (SAP) and comply with any treatment recommendations to assist them with an alcohol or drug problem. The payment of the recommended treatment will be at the expense of the employee (or the employee's health insurance program, if applicable). Employees will be placed on non-occupational sick leave, accrued leave, or leave without pay status, whichever is

appropriate, during the treatment period. Employees who fail to comply with the treatment required by the SAP will be subject to disciplinary action up to and including termination.

c. Employees who have been evaluated by a Substance Abuse Professional, who are cleared by the SAP to perform all of their essential functions, who comply with any recommended treatment, who have taken and passed a return to duty test, and who are subject to unarmounced follow-up tests, may return to work. As a condition of employment, the employee must comply with prescribed follow-up care, if any.

d. Employees who have returned to work under these conditions and who subsequently test positive for drugs or alcohol in accordance with this policy will be suspended, without pay, for a period of thirty (30) days. During that time the employee must comply with the conditions set forth under 7.1(a). The employee may not use accrued leave during this period.

e. Any employee that is found to be in violation of this policy for a third time shall receive disciplinary action up to, and including termination.

## **ARTICLE28** **Legislation**

Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by existing or future laws and Code of Massachusetts regulations or by an Executive Order having the effect of law, or should any provision of this Agreement be found in violation of any such laws or Executive Order by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE29** **Effect of Agreement**

(a) This instrument constitutes the entire Agreement of the EMPLOYER and the ASSOCIATION arrived at as a result of collective bargaining negotiations, except such amendments thereto as shall have been reduced to writing and signed by the parties.

(b) The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the ASSOCIATION for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

(c) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

(d) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

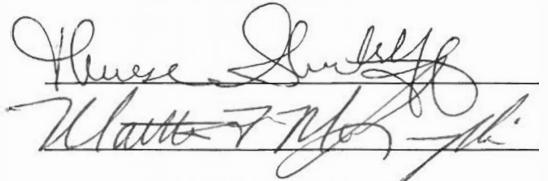
(e) Where this Agreement requires the appropriation of funds on the part of the EMPLOYER to effect this carrying out of any provision thereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or appropriations.

#### ARTICLE30 **Duration of Agreement**

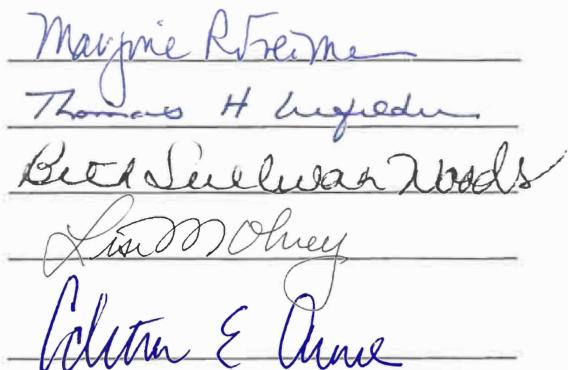
This agreement shall become effective July 1, 2020, except as otherwise provided herein, and shall continue in full force and effect until June 30, 2023 Negotiations for a successor agreement shall begin no later than thirty (30) days, but in no event earlier than September 30th of 2022 after written notice by either party of its desire to commence negotiations for a successor agreement. The Town and the Association, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor agreement.

In witness thereof, the Employer has caused this instrument to be duly executed by its authorized designees and the Union acting in behalf of the employees has caused this instrument to be signed by its proper officers thereunder duly authorized this 1st day of March, 2021.

Wellesley Police Dispatcher's Association

  
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Wellesley Select Board

  
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**APPENDIX A**  
**Authorization for Payroll Deduction**

BY:

TO:

Effective \_\_\_\_\_, I hereby request and authorize you to  
deduct from my earnings each \_\_\_\_\_ (payroll period) the amount  
of \$\_\_\_\_\_.

The amount shall be paid to the Treasurer of the Wellesley Police and Fire Signal Alarm Operators Association and represents payment of my ASSOCIATION Dues. These deductions may be terminated by my giving you sixty (60) days' written notice in advance or upon termination of my employment.

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Employee's signature

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Employee's address

## APPENDIX "C"

### Health Reimbursement Arrangement (HRA)

Employees will be offered a Town-funded health reimbursement arrangement (HRA) for calendar years 2017, 2018 and 2019.

An HRA is an account funded by an employer to reimburse participating employees for out-of-pocket medical expenses on a tax-free basis. Similar to a flexible spending account (which is funded by the participating employee), amounts to be credited to the account are set by plan year. When an employee incurs an out-of-pocket medical expense that is covered by the plan, he or she submits a receipt with a claim form to the plan administrator for reimbursement. Although the expense must be incurred during the plan year, there's a period of time after the end of the year in which to file a claim. Because this kind of account is authorized by the Internal Revenue Code, the employee does not pay taxes on the reimbursement.

For each calendar (plan) year 2017, 2018 and 2019, a family plan subscriber's account will be credited with \$1,000; an individual plan subscriber's account will be credited with \$400.

Eligible expenses for reimbursement will be co-pays according to the following schedule:

Office visit - primary care	No reimbursement
Office visit - specialist care	\$20
Emergency room (not admitted)	\$25
In-patient	\$150
Same-day surgery	\$75
Diagnostic imaging	\$50
Prescription drug - retail	\$10 for each prescription >= \$25
Prescription drug - mail order	\$20 for each Prescription

HRA funds must be expended before employee's flexible spending account (FSA) for eligible expenses. The Town will pay the administrative fee for the HRAs.

Any unexpended funds in an employee's account at the end of the plan year (calendar year) will revert to the Town.

Claims incurred during a given plan year may be submitted for reimbursement through January 31 of the following calendar year. Terminated employees will retain access to their HRA through the last day of health insurance coverage.

The full amount of annual reimbursement will be available to employees at the beginning of the plan year.

Participating employees must provide direct deposit information to facilitate reimbursement.

Participating employees will be eligible for reimbursement after exhausting the \$1,000 HRA for family subscribers or \$400 for individual subscribers through a \$50,000 pool established annually on a calendar year basis through 2019 by the Town for such excess claims by all participating employees in the rate-saver plans in all departments. Reimbursement will be made in full to the extent that the aggregate of all excess reimbursement claims does not exceed \$50,000; and on a pro-rated basis if the aggregate amount of all reimbursement claims exceeds \$50,000.

## Letter of Agreement

The Town of Wellesley ("Town") and the Wellesley Police Dispatchers Association, ("Association") have agreed, in the course of the negotiations for the collective bargaining agreement covering Fiscal Year 2018 through Fiscal Year 2020, that if during the term of this contract the Town desires to establish a new position of Dispatch Supervisor not included in the bargaining unit but with the responsibility, among others, to perform dispatch functions, the Association will meet and enter into negotiations about this position.

TOWN OF WELLESLEY

WELLESLEY POLICE DISPATCHERS  
ASSOCIATION

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Date

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Date