

# **AGREEMENT**

**BY AND BETWEEN**

**THE TOWN OF FAIRHAVEN, MA**

**AND THE**



**NEW ENGLAND  
POLICEBENEVOLENT ASSOCIATION,  
LOCAL 106**

**Effective July 1, 2022  
Expires June 30, 2025**

## TABLE OF CONTRACT

<u>ARTICLE NO.</u>		<u>PAGE NO.</u>
	AGREEMENT	1
ARTICLE 1	RECOGNITION	1
ARTICLE 2	UNION DUES	1
ARTICLE 3	MANAGEMENT RIGHTS	2
ARTICLE 4	EMPLOYEE'S RIGHTS	3
ARTICLE 5	DISCRIMINATION	4
ARTICLE 6	PROTECTION	4
ARTICLE 7	BULLETIN BOARDS	4
ARTICLE 8	WORKER'S COMPENSATION	4
ARTICLE 9	GROUP INSURANCE PLAN	5
ARTICLE 10	WORK WEEK; SHIFTS & HOURS	5
ARTICLE 11	OVERTIME COMPENSATION	6
ARTICLE 12	PAID HOLIDAYS	7
ARTICLE 13	VACATIONS	8
ARTICLE 14	SICK LEAVE	9
ARTICLE 15	FAMILY LEAVE	11
ARTICLE 16	PERSONAL DAYS	11
ARTICLE 17	LONGEVITY	12
ARTICLE 18	MATERNITY LEAVE	13
ARTICLE 19	FUNERAL LEAVE	14
ARTICLE 20	JURY DUTY LEAVE	15
ARTICLE 21	OTHER LEAVE	15
ARTICLE 22	UNIFORMS	15
ARTICLE 23	GRIEVANCES	15
ARTICLE 24	NO STRIKE CLAUSE	17
ARTICLE 25	JOB POSTING AND BIDDING	17
ARTICLE 26	SENIORITY	18
ARTICLE 27	UNION REPRESENTATION	18
ARTICLE 28	DRUG SCREENING	19
ARTICLE 29	EVALUATIONS	20
ARTICLE 30	TIME CLOCKS	21
ARTICLE 31	WAGES	21
ARTICLE 32	SHIFT DIFFERENTIAL	21
ARTICLE 33	NEW ENGLAND PBA TRUST	22
ARTICLE 34	EARLY RETIREMENT INCENTIVE	22
	SCHEDULE OF COMPENSATION	23
ARTICLE 35	DURATION OF AGREEMENT	24

## AGREEMENT

This agreement entered into by and between the TOWN OF FAIRHAVEN, Massachusetts, hereinafter sometimes referred to as the EMPLOYER or TOWN, and New England Police Benevolent Association AFL/CIO, hereinafter sometimes referred to as the UNION or New England PBA, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

### ARTICLE 1

#### RECOGNITION

Section 1. The EMPLOYER recognizes the New England PBA as the exclusive bargaining representative with respect to wages, hours, and other conditions of employment for all regular full-time and regular part-time Fire & Police Signal Operator positions, hereinafter sometimes referred to as Operator, in the TOWN and excluding all managerial, per diem and confidential employees, and all other employees of the Town of Fairhaven.

Section 2. The EMPLOYER will not aid, promote or finance any other dispatchers group or organization which purports to engage in collective bargaining, or make any agreement with such group concerning wages, hours or conditions of employment for the employees in this unit for the duration of the certification by the Massachusetts Labor Relations Commission.

### ARTICLE 2

#### CHECK OFF OF UNION DUES - AGENCY SERVICE FEE

##### Section 1. Check off of Union Dues

If, during the term of this agreement, any employee covered by this agreement files with the EMPLOYER an authorization of check-off dues in the form attached hereto and marked "Attachment A, the EMPLOYER agrees to deduct union membership dues levied in accordance with the instruction of the UNION from the compensation of each such employee.

The EMPLOYER further agrees to remit by the tenth day of each month the aggregate amount of such deductions made during the preceding month to the Treasurer of the New England PBA along with a list of the employees from whom said dues have been deducted., by mail to:

**New England Police Benevolent Association, Inc.,  
Attn: Treasurer, William Ryan  
7 Technology Drive, Unit 102  
Chelmsford, Massachusetts 01863**

The EMPLOYER agrees to notify the UNION whenever deductions are not made in accordance with an authorization of check-off due to the fact that an employee is not on the payroll during any payroll period.

All persons eligible to join the UNION must do so after thirty (30) days of continuous employment.

#### Section 2. Agency Service Fee

An Agency Service Fee in accordance with the provisions of Chapter 150E of the General Laws shall be in effect for this bargaining unit as of the date of the signing of this Agreement. All employees in the bargaining unit shall, as a condition of employment, pay to the Union, the exclusive bargaining agent and representative, an amount equal to the Union's regular and usual membership dues. Every new employee shall be advised of this before he/she is hired so that he/she has knowledge of same.

In consideration of the Employer's entering into this Collective Bargaining Agreement, which Agreement includes an Agency Service Fee provision, the Union hereby agrees to indemnify the said Employer and hold it harmless from any and all claims, liabilities or costs of the Employer which arises out of entering into or enforcement of said provision or which arise out of the payroll deduction of agency service fees, including any and all legal fees and costs incurred by the Town.

### ARTICLE 3

#### MANAGEMENT RIGHTS

Except as otherwise noted in this Agreement, the Town retains all rights of management, including the right to direct employees, to hire, classify, promote, train, transfer, assign and retain employees and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work, lack of funds, or for causes beyond the Town's control, to determine organization and budget, to maintain the efficiency of the operations entrusted to the Town and to determine the methods, technology, means and personnel by which such operations are to be conducted, including contracting and sub-contracting; similarly, to take whatever action may be necessary regardless of prior commitments to carry out the responsibilities of the Town in any emergency.

All new hires as Operator shall be subject to a successful completion of a psychological exam. The psychological exam shall be conducted under the policy established for new hires.

## ARTICLE 4

### EMPLOYEE'S RIGHTS AND OBLIGATIONS

#### Section 1. Organization Activities

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, employees shall have and be protected in the exercise of the right, freely and without fear of penalty of reprisal; to form, join or assist employee organization; to act in the capacity of Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection. In the exercise of such rights, the employees shall be free from any and all interference, restraint or coercion and from any discrimination in regard to tenure, promotion or other conditions of employment. The Union agrees that it shall represent the interests of all employees without discrimination and without regard to whether or not any employee is a member of the Union.

#### Section 2. Union Membership

The employer will advise the Union in writing of the name, address and classification of each new employee. The Employer recognizes the right of any employee to become a member of the Union or refrain from becoming a member of the Union and will not discourage or encourage or discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union or to refrain from becoming a member of the Union.

#### Section 3. Stewards and Union Officers - Appointments and Duties

The Town recognizes the right of the Union to have a Shop Steward who will represent the employees covered by this Agreement. The Union agrees to furnish the Town with a list of Union Officers and Steward immediately after their designation and to notify the Town of any change.

The Shop Steward shall be granted reasonable time off without loss of pay during the working hours sufficient to seek to settle filed grievances, and, with the permission of the Police Chief, to seek to settle issues or disputes which have not yet been filed as grievances, provided that such time off does not impair the functioning of the dispatch services. The Town agrees to permit Union representative to be present at all hearings and meetings involving personnel matters. No employee shall be refused Union representation in matters involving discipline or job performance.

#### Section 4. Access to Premises

The Town agrees to permit representatives of the Union to enter the premises at any reasonable time for an individual discussion of working conditions with employees.

**ARTICLE 5**

**DISCRIMINATION**

Neither the EMPLOYER nor the UNION will discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin.

**ARTICLE 6**

**PROTECTION**

Insofar as is required (as distinguished from permitted) by Massachusetts General Laws, the Town shall hold the employee harmless from any loss or liability arising out of acts resulting in accidental bodily injury to or the death of any person or accidental damage to or destruction of property. The employee is expected to exercise all reasonable care and precaution to prevent undesirable consequences from arising as a result of the performance of his/her duties.

**ARTICLE 7**

**BULLETIN BOARDS**

Announcements shall be posted in conspicuous places where employees enter or leave the premises or on an agreed upon location in each building. Both parties may use the bulletin boards for notices of routine nature. Both parties agree to use reasonable effort to avoid posting denunciatory or inflammatory written material on such bulletin boards.

**ARTICLE 8**

**WORKER'S COMPENSATION**

All employees covered by this Agreement shall be covered under the Worker's Compensation Law. Each such employee shall be entitled to the benefits and be subject to the provisions of General Laws, Chapter 152.

An employee receiving Worker's Compensation shall be entitled to sick pay only in an amount equal to the deficiency, if any, between the employee's regular weekly pay and the compensation payment. In determining the amount of compensation both individual and dependency payments, if any shall be included

An employee will accumulate sick leave, vacation and longevity while receiving Worker's Compensation.

**ARTICLE 9**

**GROUP INSURANCE PLAN**

The Employer will continue for the duration of this agreement to provide a group insurance plan on substantially the same basis as present. The Employer will not itself operate the plan, but the insurance company or companies will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. The premiums for such plan shall continue to be 60% Town (Employer) share and 40% Employee share. Any claims or disputes concerning eligibility for payment or benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance or arbitration procedures herein.

In the event Town Meeting increases the Town's contribution from the present 60% to a greater amount of the premium, such increase will be extended to the Union employees as of the effective date.

**ARTICLE 10**

**WORK WEEK; SHIFTS; HOURS**

Normal work period for full-time positions shall be a six-day cycle in which the employee will work four (4) consecutive days and have two (2) consecutive days off. Each regularly scheduled work day will consist of an eight (8) hour shift. The workweek for dispatchers shall begin at 12:01 a.m. on Sunday morning and end at 12:00 a.m. (midnight) on the following Saturday night. Shift designations for full-time Operator are as follows:

	12:00 am - 8:00 am		
	7:00 am - 3:00 pm		
	8:00 am - 4:00 pm		
	4:00 pm - 12:00 am		
Split Shift	7:00 am - 3:00 pm	and	8:00 am - 4:00 pm
Split Shift	4:00 pm - 12:00 am	and	12:00 am - 8:00 am
Split Shift	12:00 am - 8:00 am	and	4:00 pm - 12:00 am
Split Shift	8:00 am - 4:00 pm	and	4:00 pm - 12:00 am

The Chief may eliminate any of the foregoing shifts on a temporary or permanent basis. Shift reassignments shall be based on seniority subject to the bid system.

Operators who work a regular schedule less than 32 hours in any week shall be classified as part-time Operators.

Shifts and work hours of part-time Operators shall be set by the Chief of Police as conditions warrant.

All employees working a seven (7) hours or longer work shift shall receive a paid half (½) hour lunch break. Operators shall not be allowed to leave the premises during their lunch period. The work schedule shall provide a ten (10) minute rest period during each four (4) hours of work. Whenever possible, the rest period shall be in the middle of the four (4) hour shift

## ARTICLE 11

### OVERTIME COMPENSATION

An employee shall be compensated at 1½ the hourly rate for his/her rate for hours worked in excess of the normal work day, or for hours worked in excess of the scheduled work period as defined in Article 10. Holiday time, vacation, personal days, bereavement and compensatory time taken shall be considered time worked for weekly overtime compensation.

Sick leave shall not be considered time worked for weekly overtime compensation.

Full-time Operators shall be compensated at 1½ times their hourly rate for hours worked in excess of their normal work week in the same work period. Full-time Operators may elect compensatory time in lieu of payment. Said compensatory time given as overtime shall be 1½ times the hours worked. Accumulated compensatory time shall not exceed 40 hours during a fiscal year and a maximum of 40 hours may be carried over to the next fiscal year.

A full-time Operator called back to work on the same day after having completed his/her assigned work, and having left the place of employment, and before his/her next regular scheduled starting time, shall be paid at the rate of time and one-half (1½) for all hours worked on recall if the employees hours worked exceed 40 hours during that work week, or a minimum of three (3) hours pay for call back, whichever is greater.

There shall be one full-time Operator on duty at all times unless no full-time Operator is available to work the vacant shift. In this event, the Chief of Police in his discretion shall have the authority to order a full-time Operator to work a shift; the Operator who is working the previous shift shall be required to remain over and on duty for the first four (4) hours of the vacant shift. The Operator who is scheduled to work the subsequent shift shall be required to work the remaining four(4) hours of the vacant shift which is the four(4) hours prior to their scheduled shift. If the subsequent shift Operator is not available then the prior shift operator shall be required to work the entire eight (8) hours of the vacant shift. In the event neither Operator is available for the vacant shift, as determined by the shift supervisor, than an Operator from a constantly rotating list of all full-time Operators shall be assigned, the Chief may fill the second Operator position with a full-timer or part-time Operator or police officer in his sole discretion. In the event the only full-time Operator is sick or using other leave resulting in no full-time Operator scheduled to work, overtime shall be offered to full-time Operators according to a rotating list.



The term "Operator" shall include all public safety dispatching including police, fire, EMS and other assisting agencies

Full-time civilian Operators shall be offered overtime according to list established by seniority. Record keeping shall be done by a block list. When an overtime shift is filled a block will be filled. Blocks will not be filled in if an employee is out sick, or on a personal day, vacation or other approved leave. No one will be listed more the two (2) blocks behind anyone else. If a full-time civilian dispatcher refuses the shift their block will be filled in.

Notwithstanding the previous paragraph, the Chief of Police, may in emergency circumstances if public safety requires or if the overtime is one (1) hour or less, assign overtime not in accordance with the list.

The overtime list shall be posted for all civilian Operators to see and shall be maintained according to the above described procedure.

Full and part-time Operators may be required to work extra shifts or beyond regular working hours under exigent circumstances at the discretion of the Chief of Police.

## ARTICLE 12

### PAID HOLIDAYS

The following shall be deemed paid holidays:

New Year's Day	Memorial Day	Veterans' Day
Martin Luther King Day	President's Day	Patriot's Day
Independence Day	Thanksgiving Day	Labor Day
Columbus Day	Christmas Day	Juneteenth Day

For Full-time dispatchers, Holiday pay shall be one-fifth of the employee's weekly salary and shall be paid to each employee over and above his/her weekly salary whether he/she worked the holiday, was on vacation, injury or sick leave. An employee may request to receive eight (8) hours of straight compensatory time off in lieu of payment for a holiday. Accumulated holiday compensatory time shall not be carried over from one calendar year to another. This section shall not be construed to infringe on the right of officers to be paid for holidays.

Listed holidays apply to full-time dispatchers only. Part-time Operators will get one (1) hour extra pay at straight time for every four (4) hours worked on any holiday.

Section 2: Any full-time Operator shall be given leave from duty with pay on his/her birthday provided he/she has so requested in writing at least two weeks in advance, and that leave shall be deducted from other leave available to him/her at the time, which may include vacation, holiday, personal days or other accumulated time.

Section 3: Effective July 1, 2018; If an employee works on any of the holidays listed below, he/she shall be paid time and one half (1½) their normal rate of pay for all hours worked, in addition to his/her holiday pay.

Thanksgiving Day and Christmas Day

### ARTICLE 13

#### VACATION

An employee will be entitled to vacation after one continuous year of employment.

<u>Time Employed:</u>	<u>Length of Vacation:</u>
After one year	Two weeks
After five years	Three weeks
After ten years	Four weeks
After fifteen years	Five weeks

Preference of vacation dates shall be given on the basis of seniority within the Unit with the understanding that the Chief or his designee may exercise his/her reasonable discretion in the assignment of vacation dates with proper functioning of the department in mind.

Newly hired full time employees shall receive two (2) weeks of vacation time after one year of continuous employment. Vacation time will be credited on his/her first anniversary date and must be used by December 31 of that year. Thereafter, employees will receive his/her vacation entitlement on January 1 based on the years of service an employee holds at that time.

Employees who are eligible for vacation and whose services are terminated by resignation, lay-off, dismissal or retirement will be paid an amount equal to the unused vacation allowance remaining in that year of employment.

Vacations shall be assigned twice annually at least thirty (30) days prior to April 1 for the period April 1 through September 30, and at least thirty (30) days prior to October 1 for the period of October 1 through March 31

With the approval of the Police Chief an employee shall be able to take one (1) week of his/her vacation two (2) days at a time except in the case of an emergency.

Vacation days may be used in absence of sick leave when there is no sick leave remaining with the approval of the Police Chief.

An employee upon his/her reinstatement who pays back his/her contribution to the retirement system in its entirety, shall be credited with previous time in service for the calculation of vacation time.

A vacation "week" for part-time employees shall be calculated by the average number of hours worked per week the previous year. (for example: a part-time Operator who works an average of 16 hours a week for a year shall be eligible for two "weeks" vacation after one year. Each "vacation week" shall be 16 hours.)

## ARTICLE 14

### SICK LEAVE

Section 1. Each employee shall be credited with sick leave after six (6) months of service with pay at the rate of one and one-quarter (1 1/4) days for each month of service. Sick leave credit will begin the first (1st) day of the month following the month in which a new employee is employed. Sick leave may be accumulated up to one hundred and twenty (120) days.

An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits. A full time employee shall not accrue sick leave credit for any month in which he or she was on leave without pay, or absent without pay for the entire month.

Regular part-time employees working a minimum of twenty (20) hours per week shall be entitled to one and one quarter (1 1/4) days of sick leave per month based on a regular part-time day.

A list of accumulated sick leave shall be posted for all employees within the department by July 31 for the previous fiscal year ending June 30th. No transfer within the service of the Town of Fairhaven shall affect the amount of earned sick leave credit and accumulations to which an employee is entitled under this Article.

Section 2. Notification of absences under this Article must be given to the Chief or his designated representative at least ten (10) minutes before starting time. The department shall post in a conspicuous place the procedure and person to notify of an illness so employees will be clearly informed of the procedures to follow.

Section 3. The Chief may require any employee to produce medical proof if he/she absents himself/herself the day before or the day after a holiday, or if he/she is absent because of a sickness for any period in excess of three (3) days and the Chief may require the employee to be examined by a physician selected and paid for by the employer. In addition, the Chief reserves the right to require medical evidence for less than four (4) sick days if sick leave abuse is suspected as long as this right is not exercised arbitrarily or capriciously. If so required, such evidence is to be acquired at the employee's expense unless resulting from examination by a physician selected and designated by the Town. If during any ninety (90) day period three or more sick days are

taken subsequent sick days taken during the next ninety (90) day period will require a medical certificate. When absent, a medical certificate must be turned in within two (2) working days. If not turned in, it will not count as an excused absence and employee will not be paid.

Section 4. It is agreed that whenever a female employee shall become pregnant, she shall furnish the Chief with a certificate from her physician stating the approximate date of delivery. She may continue to work as long as her physician certifies that she is able to do so, provided that the Chief does not find her work performance is impaired. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery therefrom are, for all job related purposes temporary disabilities and should be treated as such under the sick leave provision of this Agreement. Sick leave policy shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other disabilities, provided that nothing in this article shall restrict a female employee from requesting a leave of absence without pay under the provisions of applicable law. A female employee must give the Chief thirty days notice of approximate delivery date that she is able to work.

Section 5. Full time employees will be provided an incentive for attendance as of June 30 of each year. The amounts are as follows:

0 days of sick leave	\$ 400.00
1 day of sick leave	\$ 325.00
2 days of sick leave	\$ 250.00
3 days of sick leave	\$ 175.00
4 days of sick leave	\$125.00
5 days of sick leave	\$ 75.00
More than 5 days of sick leave	\$ 0.00

Payment will be made as of the week ending June 30th of each year. Use of sick leave pending a determination of worker's compensation will be not be considered sick leave use if the worker's compensation claim has been approved for payment and the employee has been re-credited with his/her sick leave. An employee will have to be employed one (1) full fiscal year to collect the sick leave incentive.

Section 6. Employees who are absent from work due to an industrial accident which has been reported within three (3) working days of the date of the accident may, at their option, draw upon their sick leave day by day, until they exhaust their sick leave or upon receipt of their first worker's compensation check, which means approval of the worker's compensation claim, the employee will reimburse the town for that portion of the sick leave which was used during the period in which the employee was waiting for the worker's compensation approval. The employee shall then be recredited with the sick leave which was used during this same period. Compensation checks will be mailed to

the town. Use of sick leave in conjunction with worker's compensation shall not affect the sick leave incentive for the first five days of injury only.

Section 7. An employee as of June 30th of each year will be compensated for unused sick leave in excess of 120 days at the rate of one-half (1/2) of all such sick leave.

An employee, who resigns, retires, dies or is separated from employment other than for just cause, will be paid for one half (1/2) his/her accumulated unused sick days. This payment will be considered a bonus and should not be eligible for any retirement benefit.

Employees hired after July 1, 2022, are not eligible for any annual sick leave buyback. Further, employees hired after July 1, 2022 shall only be eligible for end of service sick leave buyback in the event the employee separates through retirement. Retirement sick leave buyback is subject to terms contained herein.

Section 8. An employee may use up to five (5) days of accumulated sick leave. In any one year for illness in his/her immediate family. These sick days will be deducted from the sick leave bonus.

Section 9. Sick Leave Bank. – At the end of each fiscal year fifteen (15) percent of each full time employee's accumulated sick leave above the maximum will be deposited in a "sick bank", and shall be available to any full time employee in the unit who has used all of his or her available time and other available paid leave, and remains unable to return to work because of non-work related injury. In addition, any full time employee may donate up to three (3) days of available sick leave in a fiscal year to the sick bank. The sick bank will be governed by the Union for the first forty (40) days used by an individual employee, and will be controlled jointly by the Chief and the Union for the remaining period of use by an individual employee. The maximum number of days an employee may use the sick bank during any consecutive three year period shall be eighty days. Grievances over the control of the sick bank will not be subject to arbitration, and the decision of the Selectmen shall be final.

## ARTICLE 15

### FAMILY LEAVE

An employee may apply for up to three (3) months' leave of absence without pay for the purpose of taking care of a sick member of the immediate family. ("immediate family" shall be the employee's parent, sister, brother, child, spouse, parent-in-law, grandparent, or any other person actually domiciled with the employee.) Sick leave, longevity, personal days and vacation will not accrue during such leave. Proof of illness must be provided by family member's physician.

**ARTICLE 16**

**PERSONAL DAYS**

An employee will be entitled to three (3) personal days. These days will be taken during the year from July 1 to June 30. If an employee has not worked a full year his/her personal days will be prorated based on the number of months worked, provided that personal days will not accrue during the first six (6) months of employment.

Personal day requests must be made to the Chief of Police at least twenty-four (24) hours in advance except in case of an emergency.

Personal days will not be paid to the employee at the time of resignation.

Section 2: Part-time dispatchers do not receive personal day.

**ARTICLE 17**

**LONGEVITY**

Longevity payments will be made to regular full-time and regular part-time employees. Payment of longevity will be made in the first pay day in December. To be eligible, an employee must have completed his/her continuous employment length of service as of December 1.

**Full-Time Employee Longevity Payment Schedule**

After 5 years of service	\$350.00	After 24 years of service	\$1200.00
After 6 years of service	\$350.00	After 25 years of service	\$1250.00
After 7 years of service	\$350.00	After 26 years of service	\$1300.00
After 8 years. of service	\$400.00	After 27 years of service	\$1350.00
After 9 years of service	\$450.00	After 28 years of service	\$1400.00
After 10 years of service	\$500.00	After 29 years of service	\$1450.00
After 11 years of service	\$550.00	After 30 years of service	\$1500.00
After 12 years of service	\$600.00	After 31 years of service	\$1550.00
After 13 years of service	\$650.00	After 32 years of service	\$1600.00
After 14 years of service	\$700.00	After 33 years of service	\$1650.00
After 15 years of service	\$750.00	After 34 years of service	\$1700.00
After 16 years of service	\$800.00	After 35 years of service	\$1750.00

After 17 years of service	\$850.00	After 36 years of service	\$1800.00
After 18 years of service	\$900.00	After 37 years of service	\$1850.00
After 19 years of service	\$950.00	After 38 years of service	\$1900.00
After 20 years of service	\$1000.00	After 39 years of service	\$1950.00
After 21 years of service	\$1050.00	After 40 years of service	\$2000.00
After 22 years of service	\$1100.00		
After 23 years of service	\$1150.00		

Any employee retiring, resigning, fired or, in the case of the employee's death, his/her estate, will be entitled to a prorated longevity payment based upon years in service and the payment shall be prorated from anniversary date to termination date. An employee upon his/her reinstatement who pays back his/her contribution in the retirement system in its entirety shall be credited with previous time in service for the calculation of longevity payments.

Section 2: Part-time Operators averaging 16 or more hours a week during the previous year will receive longevity pay in accordance with the above schedule, pro-rated to the proportion of a full-time work week, the employee worked on average during the previous year.

## ARTICLE 18

### MATERNITY LEAVE

Every female employee shall be entitled to six (6) months maternity leave and she shall be paid there for to the extent that she has accumulated sick leave, pursuant to M.G.L.A. 149 § 105D. Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence.

Nothing in this agreement shall be construed to limit the rights of employees to maternity leave benefits otherwise provided by law.

Accrued sick leave and vacation benefits may be used for maternity leave purposes under the same terms and conditions, which apply to other temporary medical disabilities.

## ARTICLE 19

### FUNERAL LEAVE

All regular full and part time employees shall be entitled to three (3) consecutive workdays' leave of absence preceding and including the day of the funeral on the employee's request when a death occurs to a member of an employee's immediate family. The immediate family is to be considered father, mother, child, spouse, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, adopted child and any stepchild. For the death of a brother-in-law, sister-in-law, current son-in-law, current daughter-in-law, (2) days of funeral leave will be granted; and for an aunt, uncle, niece or nephew (1) day of funeral leave will be granted. However, the Chief may in his reasonable discretion allow time off for the death of other relatives or members of an employee's household. No payment shall be made for any day's absence during the bereavement period in which the employee is not regularly scheduled to work. No employee shall lose pay to which he is normally entitled while on leave of absence for death in the family nor will it be charged to sick leave or vacation pay. Unused funeral leave (days falling on Saturday, Sunday or holidays) may be used for Probate Court Hearings or Will Readings as long as two (2) days advance notice is given to the Police Chief.

## ARTICLE 20

### JURY DUTY LEAVE

An employee in full-time or part-time employment required to serve on jury and thus having to be absent from regular duty shall upon application be paid the difference between the compensation received from jury duty and his regular compensation from the EMPLOYER upon presentation of an affidavit of jury duty granted.

## ARTICLE 21

### OTHER LEAVE

#### Military Leave

Members of the military reserves on brief tours of military duty such as the annual two-week tour of duty shall be compensated by the Town for the difference between the employee's regular pay and that received on military duty. Such tours of duty shall not be counted against vacation allowance.

## ARTICLE 22

### UNIFORMS

Each full-time time employee covered by this agreement shall receive an annual duty uniform, duty clothing and duty equipment allowance for approved duty uniform clothing, clothing used for duty, and equipment, not to exceed four hundred and fifty dollars (\$450.00) payable in payroll check at the beginning of each calendar year.



Part-time Operators working on average eight (8) hours or greater per week shall receive 2 shirts per year. Part-time Operators working on average sixteen (16) hours or greater per week shall receive 4 shirts per year

All items purchased under the clothing and equipment allowance shall remain the property of the police department.

### ARTICLE 23

### GRIEVANCES

The Appointing Authority for all grievances shall be the Town Administrator.

Section 1. A grievance is a dispute between the parties over the interpretation or application of the terms of this written Agreement and shall be handled in accordance with the following grievance procedures:

STEP 1. The UNION submits in writing its grievance to the Chief of Police or his/her designee within five (5) days after the grievance arises. The Chief of Police or his/her designee has three (3) days (exclusive of Saturday, Sunday and Holidays) to act upon the same. In the event that the aggrieved party is unable by reason of physical or mental incapacity to file the grievance within said time, then he is entitled to file it within five (5) days after the removal of the disability.

STEP 2. Within five (5) days (exclusive of Saturday, Sundays and Holidays), or by transmittal of an answer by the Chief of Police or his/her designee, either party may request that the grievance be presented to the Appointing Authority which has fifteen (15) days to act upon the same.

STEP 3. Either party may demand final binding arbitration by giving written notice to the other no later than fifteen days (excluding Saturday, Sunday, and Holidays) following the decision of the Town Administrator, or the end of the fifteen day period provided in Step 2.

- a. The UNION shall designate one (1) person as an arbitrator.
- b. The TOWN shall designate one (1) person as an arbitrator.
- c. A third disinterested party will be designated and agreed upon by representatives of the TOWN and the UNION.
- d. In the event that the representative from the UNION and the TOWN cannot agree on a third arbitrator within ten (10) days, then the parties agree to request the American Arbitration Association to select a third Arbitrator according to normal procedures and the decision of these arbitrators shall be final and binding.
- e. Cost of arbitration, including fees of arbitrators, cost of record and incidental expenses, shall be borne equally by the parties. Each party shall be responsible for all costs of preparation, presentation and appeal, if any, of its own case.
- f. The Arbitrator shall be without power or authorities to alter, amend, add to, and/or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding on the Parties to the extent permitted by law.

Section 2. If the Town of Fairhaven has a grievance, the Chief of Police shall notify the Union Steward within five (5) days who shall meet with the Chief within ten (10) days thereafter. If said matter is not resolved within five (5) days of said meeting, it may be processed through Steps 2 and 3 above. Any grievance not processed by the UNION through Steps 1-3 above shall be waived.

Section 3. Grievance Procedure: Notification

Written notification will be delivered in hand or by U.S. certified mail. Notice to the Chief of Police or his/her designee and Union Steward is notice to the parties respectfully.

Section 4. Grievance Procedure: Questionable Orders

In the event an order is given to any employee, the carrying out of which he/she feels might involve some action contrary to the terms of the Agreement, the employee shall carry out the order and thereafter seek redress through the grievance procedure herein set forth. All correspondence concerning rebutting warning or disciplinary letters should proceed through the normal grievance procedure.

**ARTICLE 24**

**NO STRIKE CLAUSE**

It shall be a violation of this Agreement for any employee, the Union, or any representatives thereof, to engage in, induce, or encourage any strike, work stoppage, slowing down or withholding of services as provided by General Laws, Chapter 150E, Section 9A.

**ARTICLE 25**

**JOB POSTING AND BIDDING**

When a full-time Operator shift covered by this Agreement becomes vacant, such vacancy shall be posted within ten (10) working days unless the position is to be eliminated. If said position is to be eliminated the Town will notify the Union within ten (10) days. Vacancy shall be posted in a conspicuous place listing the available shift. This notice of vacancy shall remain posted for seven (7) working days. Within twenty-one (21) days of expiration of the posting period, the employer will award the shift to the most senior qualified full-time Operator. If no full-timer Operator bids the vacancy, the least senior dispatcher may be reassigned using the "bump" system by seniority

Definition of a vacancy - a vacancy shall be defined as a shift opening caused by death, retirement, resignation, promotion or availability of a new position which can reasonably be expected to exceed thirty (30) days.

It is mutually agreed between the parties that if no applicant is qualified, the town may fill the position from outside the Union.

Part-time Operators shall not be covered by this Article and shall not have the right to bid on part-time shifts or on full-time positions which may be created or become available due to a vacancy.

Shift bid will be twice a year: posted September 1 and awarded by October 1 and posted March 1 and awarded by April 1.

## ARTICLE 26

### SENIORITY

#### Section 1. Full-Time Operators

Full-time employee's seniority shall be defined as continuous years of service in the Town of Fairhaven as a full-time Operator. Seniority shall prevail in the following matters; layoffs, recalls, transfers, shift assignments, reassignments and vacations.

Employees shall serve a six (6) month probationary period upon hire. During the probationary period the employee may be discharged or laid off with or without cause and such discharge or layoff shall not be subject to the grievance procedure. Once the probationary period is over the employee's seniority date shall be the date of hire by the Town.

#### Section 2. Part-Time Operators

Part-time employees' seniority shall be based upon hours of service in the Town of Fairhaven. Seniority shall prevail in the matters of layoff, recall, and vacations. Part-timers shall have for part-timers no seniority over full-timers.

Part-time employees will serve a probationary period upon hire of 400 hours of worked time, or a calendar period of six (6) months, whichever is longer. During the probationary period the employee may be discharged or laid off with or without cause and such discharge or layoff shall not be subject to the grievance procedure. Once the probationary period is over their seniority date shall be the date of hire by the Town.

## ARTICLE 27

### UNION REPRESENTATION

The Town agrees to notify the Union President on memos and postings regarding union members and shop stewards.

The Union President shall be granted reasonable time off during working hours to investigate and settle grievances arising under the provisions of this Agreement, and with the permission of the Police Chief, to seek to settle issues or disputes which have not yet been filed as grievances, provided that such time off does not impair the functioning of the dispatch services.

During the term of this Agreement, as many as one employee who is a union steward or union official or elected delegate shall be granted time off, without loss of pay, at any time for the purpose of attending meetings of state or national bodies with which the union is affiliated.

No more than one (1) employee from this unit may be permitted to attend such meetings. Employee may be granted a leave without loss of pay for no more than three (3) conventions or meetings per calendar year for two days per year. Compensation will be made for any additional days will be paid from personal, comp or vacation time.

## ARTICLE 28

### DRUG SCREENING

#### Section 1:

- a. The Chief of Police upon reasonable suspicion based upon an officer's conduct may require an employee to submit a test sample for drug screening by means of blood or breath analysis to detect the presence of non-prescribed drugs, controlled substances and alcohol. A test sample must thereafter be provided upon the Chief's request.
- b. The affected officer may initiate a review of the Chiefs directive. If requested the Chiefs directive shall be reviewed by a special panel. The panel shall consist of the town administrator, the Captain, and one employee appointed by the union with no individual to serve on consecutive panels for review of drug testing directives. The purpose of review is to decide only whether the Chief has information which establishes reasonable suspicion to request a screening. The panel will meet and have the right to request corroborating information, if any, from the Chief in order to assist their review. Such special review shall be conducted and concluded within twenty-four (24) hours of the time the chief required the test sample, or as soon thereafter as is practicable.
- c. If the special review panel concludes that the drug screening is warranted, such testing shall be conducted. If the panel finds that the test is not warranted, the sample shall not be tested and shall be destroyed.

Section 2: At the time the test sample is provided by the employee, an original non-tested sample will be given to the officer upon request whether or not testing is conducted by the TOWN.

#### Section 3:

- a. The results of the drug screening test shall be given to the Chief of Police and the officer. In order for any test results to be accepted, the TOWN must demonstrate that the chain of custody of any samples has been preserved.
- b. In the event the test is positive for any non-prescribed drug of an addictive and incapacitating nature or any controlled substance or alcohol the Chief shall require the employee to take a leave of absence subject to the following terms. The employee must apply within five days of the imposition of such leave to one of those drug treatment

facilities agreed upon in advance by the TOWN and the ASSOCIATION, unless the Chief in his sole discretion agrees to application to another facility chosen by the employee. The employee shall enter the facility immediately upon availability of a placement. During the period of such leave the employee may use any accumulated leave, and if none is available or if it becomes exhausted, he may continue on unpaid leave. Such leave shall be for a period of ninety days or until the employee produces a physician's certification that the employee is able to return to work and is rehabilitated from any substance abuse, whichever is sooner. Such leave may be extended up to an additional ninety days if prior to the end of the first ninety day period the employee produces a physician's certification that such leave should be extended to enable the employee to return to work and to be rehabilitated from any substance abuse. If any employee is unable, at the end of the extended leave, to return to work or has not been rehabilitated from any substance abuse the TOWN may consider the employee unable to work and may take such action as it deems necessary.

c. During the period of any leave under this section, an employee shall not accumulate vacation or sick leave.

d. The TOWN reserves the right to impose disciplinary action for a first instance of positive drug screening subject to the following. Such discipline shall be subject to all civil service rights of the employee and shall be based on principles of progressive discipline taking into account the employee's record, any prior offenses, and the seriousness of the instant offense. Prior to the employee's admission to treatment, or as soon as possible thereafter, the Chief shall notify the employee of his intent, if any, to impose discipline, or to recommend such discipline to the Town Administrator. Any such disciplinary action shall be stayed during the period of leave, and for a period of up to six months following the return of the employee following leave. If the employee successfully completes such six month period without any offense of any kind, the Chief shall not impose or recommend discipline. If the employee commits any offense of any kind during such six month period the Chief may proceed to impose or recommend such discipline, in addition to any discipline applicable to the subsequent offense. The appeal period for purposes of Civil Service shall commence on the date of imposition of such discipline, and not at the time of notice of the intent to impose discipline.

e. On the date one year following an employee's return to work from leave pursuant to (b), above, the employee shall submit a test sample for drug screening by means of blood analysis.

**Section 4:** It is agreed that the parties will make every effort to protect privacy and confidentiality, and that there is no intention to waive any employee's constitutional rights in the establishment of these procedures.

## ARTICLE 29

### EVALUATIONS

Written evaluations may be done by the Chief of Police or his designee. No one shall be singled out in the department. Evaluations will be given to the employee. The

employee has the right to accept or not accept the evaluation. If the employee is not satisfied with his/her evaluation the employee has the right to grieve the evaluation.

### ARTICLE 30

#### TIME CLOCKS

Time clocks may be used in individual departments at the discretion of the Police Chief.

### ARTICLE 31

#### WAGES

Wages during the term of this contract will be according to "Schedule 'A' Wages", a copy of which is attached and made a part hereof. Compensation levels of jobs within the union are set out in "Schedule 'B' Compensation Levels", a copy of which is attached and made a part hereof. Step increases for full-time Operators are due on employee's anniversary date. Part-time Operators shall receive a step increase on either the first anniversary of employment or the completion of 800 hours of work following the date of employment, whichever occurs later, and thereafter on the anniversary of their last step increase, or the completion of 800 hours of work following their last step increase, whichever occurs later, until they reach top step. If a member of the bargaining unit changes in classification (part-time to full-time or full-time to part-time) that member will move to the new grade and to a step where the employee does not lose any compensation.

Whenever funds are necessary to implement any provision of this Agreement, then it is understood that such provision is contingent upon receiving the necessary appropriation from Town Meeting. In the event the necessary funds are not appropriated, the issue shall be returned to the parties for further bargaining.

Notwithstanding the foregoing, it is understood and agreed the Town of Fairhaven will actively support before Town Meeting the appropriation of funds to implement this Agreement.

### ARTICLE 32

#### SHIFT DIFFERENTIAL

Employees shall be paid an additional shift differential for hours worked between the following hours:

4:00 - 12:00 midnight - (2.5%) per hour

12:00 midnight - 8:00 am - (3.5%) per hour

**ARTICLE 33**

**NEW ENGLAND PBA TRUST**

**SECTION 1.** The Town agrees to have a voluntary payroll deduction for the New England PBA Health & Welfare Trust Fund, which shall provide additional benefits to those covered under this agreement, including additional dental and vision benefits. The Trust is a fund administered by the New England PBA and is a joint labor and management managed fund. The Board of Trustees shall determine in their discretion and within the terms of the Declaration of Trust such Health & Welfare fund benefits to the employees covered under this agreement and their families. The contributions made by the employee to the New England PBA Health & Welfare Trust Fund shall not be used for any other purpose other than to provide Health & Welfare Benefits.

**SECTION 2:** The Town of Fairhaven shall not be held liable for any loss as a result of the New England Dental & Vision Trust, and shall be indemnified as a result of any litigation with respect to this section. The Town of Fairhaven does not bear any fiduciary responsibility with respect to this section and the sole burden of responsibility is with the UNION and its exclusive bargaining agent, the New England PBA.

**ARTICLE 34**

**EARLY RETIREMENT INCENTIVE**

Upon written notice of intent to retire a full-time employee who has or will have a least 20 years of service with the town on the effective retirement date, will receive additional compensation added to the base salary according to the following:

W/3 YEARS ADVANCE NOTICE	W/2 YEARS ADVANCE NOTICE	W/1 YEAR ADVANCE NOTICE
\$2,500 EA. YEAR	\$2,500 EA. YEAR	\$2,500 EA. YEAR

Written notice of intent to retire must be accepted by the Board of Selectmen and Retirement Board no later than February 15 of the first, second, or third year preceding retirement. Payment will become effective in July of the fiscal year following notification and will be added to the regular base pay in the number of paychecks for that specified fiscal year.

If the employee fails to retire on the specified date, the stipend will be returned to the Town of Fairhaven by withholding amounts of money from regular paychecks until the total amount of monies advanced are repaid to the Town.

**ARTICLE 35**

**MISCELLANEOUS**

**Section 1: PRINTING OF CONTRACT** - This Agreement and any future Agreement(s) shall be printed and supplied each member of the Union by the Town to the President of

NEPBA Local #106 within thirty (30) business days after ratification of both parties, at no costs to the Union.

Section 2: CREDIBLE SERVICE - Calculations for full-time service for wages, longevity and vacation time shall be based on creditable years of service under M.G.L. chapter 32, as evidenced by a statement of creditable years of service from the Bristol County Retirement Board."

Section 3: DISPATCHING FIRE CALLS - The dispatchers will build a call for any emergency fire call received by telephone, radio or other. Upon building the call the dispatcher will also enter the piece(s) of fire apparatus responding to the call in the dispatched section. When possible, dispatchers should enter other apparatus times as well (Arrived, en-route, clearing, etc.) The dispatcher will close the call when it is known the fire department has cleared.

The Parties acknowledge that the Town shall issue an Order relative to the protocols and procedures for Employees responding to and handling dispatch calls for the Town's Fire Department.

**ARTICLE 36**

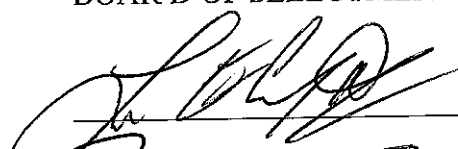
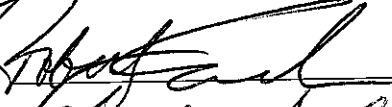

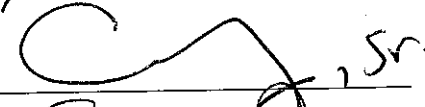
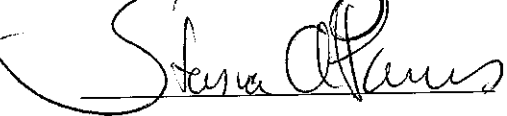
**DURATION OF AGREEMENT**


This agreement is to be effective for a period of three (3) years from July 1, 2022 through June 30, 2025.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representatives this 13 day of January 2023.

TOWN OF FAIRHAVEN  
BOARD OF SELECTMEN

New England Police  
Benevolent Association, Local 106

  
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**SCHEDULE OF**

**COMPENSATION**

**SCHEDULE "A" WAGES**

		<b><u>FY23</u></b>	<b><u>FY24</u></b>	<b><u>FY25</u></b>
<b>1</b>		25.00	25.50	26.01
<b>2</b>		27.00	27.54	28.01
<b>3</b>		30.50	31.10	31.73

**SCHEDULE "B"**

**COMPENSATION LEVEL**

The Schedule A wage scale is for Full-time Operators. Employees shall start on Step 1. Employees shall receive Step 2 after their third work anniversary. Employee shall receive Step 3 after their sixth work anniversary.