

**AGREEMENT**  
**between**  
**TOWN OF DOVER**  
**and**  
**DOVER POLICE ASSOCIATION**

**July 1, 2020 – June 30, 2023**

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**AGREEMENT BETWEEN**  
**THE TOWN OF DOVER**  
**AND**  
**DOVER POLICE ASSOCIATION**

**PREAMBLE**

This contract between the Town of Dover, hereinafter referred to as the "Employer" or "Town," and the Dover Police Association, hereinafter referred to as the "Association," is designed to maintain and promote a harmonious relationship between the Town of Dover and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

This Agreement is also in the mutual interests of the Town and the Association to provide for the operation of our police department under methods which will further to the fullest extent possible the safety, welfare and health of the inhabitants of the Town of Dover under conditions which will insure economy of operation, quality and quantity of performance, upkeep of the Town, and the protection of life and property.

In seeking to achieve the aforementioned goals, the parties acknowledge that the Town has and must retain complete authority over the policies and administration of the department, which it exercises under law, except as expressly modified by a specific provision of this Agreement.

**ARTICLE I**

**RECOGNITION AND BARGAINING UNIT**

The Town hereby recognizes the Association as the exclusive representative and bargaining agent for the following bargaining unit:

All full-time and regular part-time employees (those who work an average in excess of 20 hours per week) employed by the Town of Dover in its Police Department. Excluded from this unit is the Chief of Police, casual and temporary employees, auxiliary police, permanent intermittent police and special police who are not permanently assigned to the Department and all other employees of the Municipal Employer.

The Town agrees not to discharge, transfer or discriminate against employees covered by this agreement because of legal authorized "Association" activities.

## **ARTICLE II**

### **RIGHTS OF THE EMPLOYER**

Section 1 In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility for the people of the Town of Dover in the Employer and the Chief of Police for the efficient and economical operation of the Police Department it is herein agreed that, except as specifically and directly modified by express language in a specific provision of this Agreement, the Employer and its agents, including the Chief of Police, retain all rights and powers that they have or may hereafter be granted by law in managing the Police Department and directing the work force and may exercise the same at their discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

Said rights and powers include but are in no way to be construed as limited to: the right to establish rules and regulations; the right to determine the extent to which work will be performed by members of the bargaining unit; the right to hire, fire, suspend, or in any other manner discipline; the right to classify, promote, demote, transfer permanently or temporarily; the right to determine the qualifications and competence of; the right to evaluate the performance of; the right to assign any added, lessened or differed work or responsibility to; the right to set standards and requirements applicable to and to make determination of the number of steps and eligibility for any in-step wage increase for, the right to make any pay deduction because of absence, or failure to perform work by, any employee covered by this Agreement; and the right to introduce new programs and policies.

The above rights are solely and exclusively the prerogative of the Employer subject only to such limitations as are expressly provided for in this Agreement.

## **ARTICLE III**

### **SENIORITY**

(A) Seniority within the Dover Police Department shall commence from the employee's date of appointment as a regular full-time member thereof. If more than one employee is appointed on the same date, seniority shall be determined among these employees as follows: (1) prior length of service as a police officer in other police departments; (2) if neither employee had service in another police department or if two employees had the same amount of service in another police department, then the marks achieved while attending the police academy.

(B) Seniority shall not be broken by vacation time, sick time, injury time, temporary layoff, or any authorized leave of absence, or any call to Military Service.

(C) If an employee resigns voluntarily or is discharged he shall lose all seniority.

(D) In the event of a reduction in force, layoff shall be in reverse order of seniority and any recall to work shall be in accordance with seniority.

(E) Except as modified by subsection (G), seniority status shall not be changed by either promotion to a higher rank or demotion to a lower rank

(F) If any unpaid leave of absence exceeds a period of three months (except in the case of military service) seniority will only be restored when the employee has worked two (2) days for every one (1) day of said leave.

(G) For the purpose of shift bidding, seniority shall be defined as time in rank.

## **ARTICLE IV**

### **DEATH LEAVE**

Each employee of the bargaining unit shall be granted leave without loss of pay in the event of a death in his/her immediate family. Such leave shall last for three (3) consecutive on-duty days commencing with the first on-duty day immediately following the day of death. In the event that circumstances exist which require additional time off by the employee, two (2) additional days may be granted by the Chief of Police or his designee. For the purpose of this article the term "immediate family" shall mean and include only the members of the employee's family and his spouse's family: Mother, Father, Sister, Brother, Spouse, Child, Grandparents, Grandchildren, and blood relatives living in the household.

It is also understood that under certain circumstances an employee may be required to attend to family or personal matters relating to the death of a relative not heretofore mentioned. Under these circumstances leave without loss of pay may be granted at the discretion of the Chief of Police for a period not to exceed three (3) days commencing with the day of death.

Denial of any discretionary bereavement leave shall not be the subject of a grievance.

The purpose of this leave is only to attend to family or personal matters arising as a result of the death.

## **ARTICLE V**

### **EXTRA PAID DETAILS**

The Town and the Association acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service in the Town to ensure public safety. Therefore, if the Chief of Police in the exercise of his discretion, determines that a Police Officer paid detail is needed for any work to be done on a public way, or for any related construction maintenance, or related work the Chief shall possess the authority to require the presence of a sworn police officer(s) on a paid detail basis. The Chief shall have the further discretion to determine the number of officers assigned to any such instance necessary to maintain public safety. The Chief or his designee shall review all situations which may require details on a case by case basis. The parties agree that when the Chief or his designee decide that a police officer paid detail is required, the detail shall first be offered to members of the bargaining unit.

The following provision shall govern the assignment of extra paid details to police officers where the detail is to be paid for by the Town or by a governmental body or by any outside individual, group, corporation or organization:

(A) All extra paid details shall be assigned by the Chief of Police as set out hereafter on a voluntary basis and offered to regular officers first. Said paid details will be distributed as evenly as practicable among regular officers from a seniority list, and a record will be kept of this distribution and posted. Said record will at least include an indication as to the number of details accepted and/or declined. Said record will be available in the Police Station upon request by a representative of the Association. For purposes of determining equitable distribution, a refused detail shall be considered a detail.

(B) It is agreed that those officers who are working paid details do so on their off-duty time or on any time which they are not specifically scheduled to work in the Police Department.

(C) No such assignment shall be made until the person or organization requesting services has agreed to pay the following minimum rates with a four hour minimum. Said hourly compensation to be paid in four hour blocks for hours one through four and hours five through eight, subject to the exceptions described below. Further hours worked in excess of eight hours will be compensated at the rate of one and one half (1 ½) times the detail rate, for each additional hour or fraction thereof. Private town residents shall pay the Town Agency rate with a four hour minimum and with hour-for-hour charges thereafter without any additional blocks or minimums. There are no "blocks" or minimum payments after the first four hour block for Town or Town agency details. Rather, in such cases, employees shall be paid for detail time actually worked after the first four hour block.

Detail Rate:

\$56.00 effective July 1, 2020

\$58.00 effective July 1, 2021

\$60.00 effective July 1, 2022

Members of the bargaining unit shall be compensated at the individual officers overtime rate of pay for all Town Agency details.

If/when a determination by the Chief is made that a) working details is affecting an officer's Departmental/Town work, or, b) the Department is having any difficulty filling overtime shifts, the Dover Police Association's Overtime Committee will meet with the Chief to discuss the Overtime Committee's implementation of measure(s) designed to address the above determination.

(D) If a detail is canceled and the party requiring the detail fails to notify the Police Department three (3) hours prior to the start of the detail, those employees assigned to the detail shall receive two (2) hours pay from the requesting party, excepting Town details.

## **ARTICLE VI**

### **UNIFORMS AND EQUIPMENT**

Section 1 A new police officer, upon joining the police force as a full-time officer, shall be

provided by the Town with a complete uniform and accessories. All other police officers will be allowed an annual uniform allowance in the amount of \$900.00.

Section 2 The Chief shall control the funds allotted as a uniform allowance for each officer and shall pay the bills for uniforms and accessories not to exceed the above yearly limit provided that the uniform or accessories purchased comply with the Chief's requirements as to quality, appearance and uniformity. The parties understand and agree that bargaining unit members must submit documentation to the Chief's satisfaction that establishes IRS compliance as a condition of being eligible for a uniform allowance. The parties agree that Article VI may be reopened by the Town should there be any future concerns whether or not clothing allowance payments comply with the then in effect IRS regulations. The sole purpose of any reopener shall be remedying any clothing allowance IRS issue.

Section 3 It shall be the responsibility of each officer to keep and maintain the uniforms and accessories purchased through this allowance in a good and proper condition, reasonable wear and tear excepted. Upon termination of employment for whatever reason, the uniforms and equipment purchased through these allowances shall be returned to the Town.

Section 4 It shall be the responsibility of the Town to provide each police officer with all necessary equipment required to properly carry out the duties of a police officer.

Section 5 The Town agrees that if the Chief of Police, with approval of the Board of Selectmen, orders a change in the type of uniform to be regularly worn by the police officers, then the Town will issue one (1) new type uniform to each police officer. The cost to the Town for the first issue of a new type uniform shall not be deducted from the employee's annual uniform allowance.

Section 6 The Town will pay for officer's pistol permits.

Section 7 Members of the bargaining unit shall be entitled to an annual cleaning allowance as follows:

\$700.00 effective July 1, 2013

Further, the parties agree that, to the extent allowed by law and to the extent approved by PERAC and the Norfolk County Retirement Board, payments made to employees for cleaning shall be subject to pension deductions and shall be considered regular compensation for retirement purposes.

## **ARTICLE VII**

### **OVERTIME**

(A) The parties agree to establish a 14-day work period pursuant to section 207(k) of the current federal Fair Labor Standards Act and related federal regulations, 29 CFR 553.200, *et seq.* All overtime will be offered to regular officers first. Overtime will be paid at the rate of one and one-half (1 ½) times their regular base hourly rate (which does not include Educational Incentive Pay under Article XIX) of pay for all hours and any portion thereof worked in excess of their assigned



regular work schedule up to 85.5 hours during a work period, and at the rate of one and one-half (1 ½) times their FLSA regular rate (which does include Educational Incentive Pay under Article XIX) for all hours and any portion thereof worked in excess of 85.5 during the work period.

(B) Employees required to work on their day(s) off or time off, shall be paid not less than four (4) hours minimum at the rate of one and one-half (1 ½) times their regular base hourly rate of pay when called back in, except that when an employee is required to begin work within three (3) hours of the commencement of the employee's regular shift, the employee will receive overtime pay only from the time the employee is required to begin work until the commencement of the shift, with a one hour minimum.

(C) All overtime shall be assigned by the Chief of Police on a voluntary basis and offered to regular officers first. Said overtime will be distributed as evenly as practicable among said regular officers from a seniority list and a record will be kept and posted of this distribution. Said record will be available in the Police Station upon request by a representative of the Association.

## **ARTICLE VIII**

### **SICK LEAVE AND PERSONAL BUSINESS LEAVE**

(A) Sick leave without loss of pay may be granted for the following reasons, subject to the approval of the Chief of Police:

1. Illness or injury, except where directly traceable to employment by an employer other than the town. Any employee who is out sick for four or more consecutive shifts may, in the Chief's sole discretion, be required to provide a doctor's note. Any direction by the Chief that an employee must provide a doctor's note pursuant to this section shall be non-grievable and non-arbitrable.
2. When the serious illness of a member of the employee's immediate family requires his/her personal attendance. "Immediate Family" in this paragraph shall mean wife, husband, mother, father, child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, as well as step-parents, step-children and domestic partners.

(B) Each employee in the bargaining unit shall be granted fifteen (15) days sick leave each fiscal year. All unused sick leave shall be accumulated from year to year without limitation, provided that the Town buy back unused accumulated sick time according to the following schedule:

1. Buy back of accumulated sick leave shall be limited to a maximum of 90 days upon retirement with the provision that any officer who has accumulated over 200 days of sick time shall be compensated at a rate of one (1) day's compensation for every three days sick time; Officers who have not accumulated 200 days as of the date of retirement shall be compensated at a rate of one compensated day for every five sick days accumulated;

Upon death, resignation or termination of employment, any unused, accumulated sick leave shall

be forfeited.

(C) An employee shall notify the Chief on the first day of absence due to sickness or injury stating the nature of the sickness or injury, the time expected to be incapacitated, and the date on which he or she expects to return to work.

(D) Each employee shall be entitled to three days of personal business leave per fiscal year to attend to urgent personal business. The employee must give at least 48 hours advance notice to the Chief of Police in order to be entitled to said personal business leave.

## **ARTICLE IX**

### **COURT TIME**

Any employee who goes to court on police work in connection with his or her employment after his or her regular shift or on a day off will be paid at the applicable overtime rate provided under Article VII.A with a four (4) hour minimum, except that when an employee is required to begin work within four (4) hours of the commencement of the employee's regular shift, the employee will receive overtime pay only from the time the employee is required to begin work until commencement of the shift, with a one hour minimum. On those occasions when an officer is not on duty at a time when he is required to be in court, and he travels to court in his own personal vehicle, the Town shall reimburse the officer only for direct mileage traveled from the officer's home to court and back to the officer's home, at the rate established by the Board of Selectmen in accordance with Article XXIX of this Agreement.

## **ARTICLE X**

### **HOLIDAYS**

The following days shall be considered paid holidays:

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

This article shall be construed to mean that each member of the bargaining unit is guaranteed eleven (11) paid holidays in any given year of this contract. The Town agrees that it will pay for each of the aforementioned eleven (11) paid holidays in the first payroll week following the holiday.

Officers shall be paid time and a half for any hours worked on a holiday in addition to the ordinary day's pay for the holiday.

## **ARTICLE XI**

### **Disciplinary Action**

(A) No officer shall be disciplined or discharged except for just cause.

The chief may impose oral or written reprimands and suspensions of up to five (5) days. Prior to the imposition of such suspensions the Chief shall grant the employee a hearing.

Any discharge, termination, demotion, or suspension greater than five (5) days must be authorized by the Board of Selectmen. Prior to the imposition of such discipline the Selectmen shall grant the employee a hearing.

The charges against an officer shall be in writing and the employee shall be entitled to a hearing under the terms of the grievance procedure set forth herein. At the hearing, the employee will have the right to have an attorney or other person present on his or her behalf.

Each full-time Police Officer hired after the effective date of this contract shall serve a twelve (12) month probationary period which shall begin on the first day of full-time employment, which doesn't begin until the officer graduates from the Police Academy and begins exercising full police powers. During this probationary period, he or she may be removed, discharged or dismissed for any reason whatsoever.

The filing of a formal civilian complaint against an officer will require the civilian to provide a written affidavit signed under the penalties of perjury. No disciplinary action will be taken against any officer on a civilian complaint until the officer has been advised of the allegations in writing and given the opportunity to respond to the complaint. The Chief will continue to have the right to adjust both oral and written complaints in an informal manner.

## **ARTICLE XII**

### **INSURANCE**

The Town agrees to pay seventy percent (70%) of the premium for all health insurance plans offered by the Town on all members of the Bargaining Unit.

The Town further agrees that each employee shall be covered with a "Police Special Accident" insurance policy presently being carried by the Town of Dover according to the following schedule:

Dover Police Department coverage for:

Loss of Life:	\$100,000.00 limit
Medical:	\$100,000.00 limit
Loss of income:	\$300.00 per week for 104 weeks

The proceeds of the Loss of Income insurance are for the benefit of the Town to defer the cost of providing benefits under G.L. c. 41 section 111F. An employee who is eligible for benefits under the policy will be required to complete and submit the paperwork necessary to process a claim for benefits. He will be required to turn over and endorse to the Town the insurance benefit checks he receives under the Loss of Income insurance policy.

The Town and the Union agree that the Board of Selectmen, in their discretion, may select, change and/or eliminate carriers, plans and benefits subject only to the limitation that when implementing changes under this provision the changes shall be implemented for all benefit-eligible employees of the Town. This includes, but is not limited to, the Board's authority to eliminate plans and benefits being offered by the West Suburban Health Group (WSHG), and replace them with alternative plans and benefits offered by the WSHG. If the Selectmen vote to make any such change, they shall notify the Union in writing of the change and, upon request by the Union, the parties shall meet to bargain over the impact of the change. Negotiating over the impact will not delay implementation of a change, but may continue after a change is implemented if the parties

have not completed their negotiations over the impact of the change.

### **ARTICLE XIII**

#### **VACATIONS**

- (A) Choice of vacation shall be granted on a seniority basis at the discretion of the Chief.
- (B) Members of the bargaining unit will be granted the following vacation leave:
  - 1. After one year – ten (10) working days vacation;
  - 2. After five years – fifteen (15) working days vacation;
  - 3. After ten years – twenty (20) working days vacation;
  - 4. After twenty years – one (1) extra working day's vacation, for each additional year of service over 20 years.

A year's service for the purpose of this Agreement shall be determined by the number of full year's service as of July 1 of each year. A year's service means definite, full-time consecutive employment for the Police Department for the period containing July 1 of any year through June 30 of the following year. The Town agrees that a new employee with more than six months service but less than one full year's service as defined above, may take up to five (5) of the ten (10) working days vacation that are provided under B.1 above.

The vacation to which an employee is entitled must be taken annually, except that employees shall be entitled to carry over not more than five (5) unused vacation days from one fiscal year to the next, provided that employees intending to do so notify the Chief, in writing. Vacation days which are unused, for any reason, as of June 30<sup>th</sup>, with the exception of the five (5) days which may be carried over, shall be forfeited. Vacation schedules commence on July 1 and terminate on June 30. Salaries shall not be paid in lieu of vacations. Employees shall be granted an additional vacation day for each scheduled vacation day that is interrupted due to court or emergency call-in.

### **ARTICLE XIV**

#### **ASSOCIATION BUSINESS LEAVE**

- (A) All employees covered by this contract who are officers of the Association or members of the Association's collective bargaining team, not to exceed two members, may be allowed reasonable time off with permission of the Chief for official Association business or negotiations or conferences and for grievances with the Board of Selectmen or the Chief of the Department.
- (B) One member of the Association, as may be designated by the Association, may be granted leave without loss of pay to attend meetings of the Massachusetts Police Association as provided by Massachusetts General Laws, Chapter 147, Section 17D, but in no event for a period of more than two (2) days.

## ARTICLE XV

### HOURS OF DUTY AND WORK SCHEDULE

Employees shall be scheduled to work on a regular work shift or tour of duty and each work shift and tour of duty shall have a regular starting time and a regular quitting time.

(A) The hours of duty of the three shifts will be as follows:

Day shift	7:00 A.M. to 3:00 P.M.
Second shift	3:00 P.M. to 11:00 P.M.
Third shift	11:00 P.M. to 7:00 A.M.

The Chief, with the approval of the Selectmen, reserves the right to change the hours of the shift so long as he gives four days notice to the Association and does not increase the work hours. The parties agree that the Chief has the right to assign employees to shifts and assignments based on the needs of the Department. This includes, but is not limited to, the right to establish 'five days on, two days off' shifts for assignments when the Chief determines such a schedule is in the best interest of the Department and the Town.

(B) An officer's placement in a particular shift, as described in paragraph (A) above, will be determined as follows: Every six months of this Agreement, all shift assignments will be put up for bid and filled according to selections made by officers in the unit on a seniority basis.

(C) Each employee covered by this Agreement shall work an eight (8) hour shift as assigned by the Chief of Police on each of four (4) consecutive days and then shall be off duty for two (2) consecutive days. The officer shall resume his/her work schedule on his/her assigned shift on the seventh consecutive day and shall work his/her assigned shift for four (4) consecutive days. This schedule shall proceed on a continuing rotation basis, with a cycle of six (6) weeks. The result will be that during a normal six (6) week cycle each employee subject to this Agreement will work seven (7) four-day duty tours and have seven (7) two-day period off duty. The six (6) week cycle shall be repeated throughout the year.

## ARTICLE XVI

### Wages

Salaries for all employees covered by this Agreement shall be paid in accordance with the schedules listed below:

Schedule A		Step 0	Step 1	Step 2	Step 3	Step 4
Patrolmen		At	After	After	After	After
		Academy	Academy	1 Years	2 Years	3 Years
7/1/2020	FY21	\$ 50,547.81	\$56,177.17	\$62,951.82	\$65,882.97	\$71,492.92
7/1/2021	FY22	\$51,828.98	\$ 57,594.22	\$ 64,543.58	\$67,532.96	\$73,293.20
7/1/2022	FY23	\$ 53,129.55	\$ 59,050.09	\$ 66,174.14	\$69,221.77	\$75,142.30

		Step 1	Step 2
Sergeants		Upon	After
		Appointment	1 Year
7/1/2020	FY21	\$74,501.73	\$86,944.56
7/1/2021	FY22	\$76,365.23	\$89,188.66
7/1/2022	FY23	\$78,286.99	\$91,350.99

A year's service means definite consecutive employment with the Dover Police Department.

New Employees may be given credit for years of service for prior experience when being appointed to the Dover Police Department.

### SHIFT DIFFERENTIAL

(A) Officers assigned to the second shift, as described in Article XV(A), will be paid a total shift differential for shifts actually worked as follows: effective July 1, 2020-\$15.00 per shift.

(B) Officers assigned to the third shift, as described in Article XV(A), will be paid a total shift differential for shifts actually worked as follows: effective July 1, 2020-\$18.00 per shift.

## **ARTICLE XVII**

### **GRIEVANCE PROCEDURE**

(A) Purpose: The purpose of the Grievance Procedure shall be to settle employee grievances as expeditiously as possible so as to insure efficiency and employee morale. A grievance is an employee's expressed feeling of dissatisfaction, presented in writing, concerning aspects of employment or working conditions which have not been resolved to the employee's satisfaction through informal discussion with superiors. Such a grievance must relate to the interpretation, application of or compliance with, any of the provisions of this agreement.

(B) Procedure:

Step 1. Grievances shall first be presented in writing by the Association to the Chief of Police or his designee and an earnest effort shall be made to adjust the grievance. A grievance shall be presented within ten (10) calendar days, exclusive of Saturdays, Sundays and holidays, from the date the alleged grievance occurred. The Chief or his designee shall meet with the Employee and/or the Association representative within seventy-two (72) hours from the time the grievance is presented to him and he shall answer the grievance. The grievance shall be deemed denied if the Chief or his designee fails to answer the grievance within the specified time period, unless the time is extended by mutual agreement of the parties.

Step 2. If the grievance is not resolved in Step 1, the Association representative may refer the grievance to the Board of Selectmen within ten (10) calendar days, exclusive of Saturdays, Sundays and holidays, from the receipt of the Step 1 Answer. The Board of Selectmen shall meet either personally or through their designee with the Employee and/or Association representative within ten (10) calendar days to discuss the grievance, and will answer the grievance in writing within twenty (20) calendar days after the meeting ends. The grievance shall be deemed denied if the Board of Selectmen or their designee fails to answer the grievance within the specified time period, unless the time is extended by mutual agreement of the parties.

Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be appealed to the American Arbitration Association within fifteen calendar days, exclusive of Saturdays, Sundays and holidays, after receipt of the written answer of the Selectmen by the employee or the Association. Failure by an employee or the Association to appeal a grievance decision within the time limits set forth in this Article will render the decision final and binding.

## **ARTICLE XVIII**

### **ARBITRATION**

Section 1 In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

Written notice of demand to arbitrate shall be sent to the American Arbitration Association and to the other party. One arbitrator shall be mutually selected from a panel provided by the American Arbitration Association. Arbitration shall proceed in accordance with the voluntary labor Arbitration Rules of the American Arbitration Association.



Section 2 Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties, provided that the obligation of the Selectmen to pay shall be limited to the obligation which the Selectmen can legally undertake in that connection. In no event shall any present or future member of the Selectmen have any personal obligation for any payment under any provision of this Agreement.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 3 The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Employer except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.

Section 4 Subject to the limitations in Section 3, the decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby. In the case of arbitration involving disciplinary actions of persons not covered by Civil Service, the arbitrator shall have the power to direct a resolution of a grievance up to and including restoration to the job and/or award of full or partial restoration of all compensation or privileges as the arbitrator deems warranted should the arbitrator find the Employer acted without just cause.

Section 5 The parties may by mutual agreement submit more than one pending grievance to the same arbitrator.

## **ARTICLE XIX**

### **EDUCATIONAL INCENTIVE PAY**

(A) The Town and the Union agree that all members of the bargaining unit shall be entitled to receive educational incentive payments for all degrees which entitle an officer to receive educational incentive payments pursuant to the version of Chapter 41, Section 108L of the Massachusetts General Laws in effect the day this Agreement is executed or any other degree determined by the Chief of Police in his sole discretion. Officers' Educational incentive payments shall be at the following amounts:

- 10% for an Associate's degree or 60 points earned towards a Baccalaureate degree;
- 20% for a Baccalaureate degree;
- 25% for a Master's degree or for a law degree.

(B) Such payments shall continue regardless of whether General Laws, Chapter 41, Section 108L is underfunded, repealed, or amended by the Commonwealth of Massachusetts or its acceptance rescinded by the Town. Thus, it is the intent of this section, unless negotiated

differently in the future, to guarantee to said employees 100% payment of the education incentive pay benefits notwithstanding any subsequent legislation that might affect Chapter 41, Section 108L or the Town's reimbursement by the Commonwealth.

(C) All officers certified as Emergency Medical Technicians on July 1 of a contract year shall receive \$650.00 in incentive pay.

(D) Officers will be trained in the use of the Defibrillator and will maintain certification in its use.

(E) For the successful completion of all training as determined by the Chief of Police and/or as required by the Commonwealth of Massachusetts, each officer shall receive \$700.00 dollars. This amount shall increase to \$800.00 effective July 1, 2015 and to \$900.00 effective July 1, 2016. Further, the parties agree that to the extent allowed by law and to the extent approved by PERAC and the Norfolk Retirement Board, payments made to employees for training under this section shall be subject to pension deduction and shall be considered regular compensation.

## **ARTICLE XX**

### **LEAVE OF ABSENCE WITHOUT PAY**

Leave of absence without pay for a limited period, not to exceed six (6) months, may be granted at the discretion of the Board of Selectmen. Denial of a leave of absence shall not be the subject of a grievance.

## **ARTICLE XXI**

### **NO STRIKE CLAUSE**

Neither the association nor any employees covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slow down, picketing or withholding of services.

The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such picketing, strike, work stoppage, slow down or withholding of services.

## **ARTICLE XXII**

### **PHYSICAL EXAMINATION**

The Selectmen may require a complete physical examination of an officer. Such physical shall be administered by a physician of the Selectmen's choosing, and shall report to the Selectmen such information on the physical examination as may be required on a form to be prescribed by the Selectmen. The costs of such physical shall be borne by the Town. An officer found to be impaired shall be sent for rehabilitation; this does not diminish the Town's right to otherwise discipline for just cause.

## **ARTICLE XXIII**

### **PERFORMANCE EVALUATION**

There shall be a sub-committee of the Town and Union bargaining teams which will meet to investigate methods of performance evaluation and the encouragement of physical fitness. The parties, by mutual agreement, may reconvene the bargaining process with respect to issues entrusted to this sub-committee.

## **ARTICLE XXIV**

### **EMPLOYEE FILES**

Section 1 No material originating from the employer relating to an officer's conduct, service, character, or personality shall be placed in the personnel files unless the officer has had an opportunity to read the material. The officer shall acknowledge that he read such material by affixing his/her signature on the actual copy to be filed, such signature does not necessarily indicate agreement with its contents, but merely signifies that the officer has read the material to be filed.

Section 2 The officer shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

Section 3 Any officer shall have the right, on request at reasonable times to examine all material in his personnel file. A copy of such material shall be furnished to the officer at his/her request.

Section 4 An officer may have information removed from his/her file by use of the grievance procedure, provided the grievance is filed within ten (10) calendar days, exclusive of Saturdays, Sundays and holidays, of the introduction of the material pursuant to Section 2, on the grounds that the information in the file is improper, incorrect or irrelevant to the employment relationship.

Section 5 No information will be released to anyone outside of the management of the Town without the officer's consent.

Section 6 Any letter of reprimand placed in an officer's file shall be subject for review after two (2) years. If during this period the officer has received no other written reprimands, then the reprimand may be removed from the officer's file.

## **ARTICLE XXV**

### **FAMILY LEAVE**

The Family and Medical Leave Policy as set forth in Appendix A is incorporated into this Agreement and made subject to the terms of the grievance procedure.

## **ARTICLE XXVI**

### **INJURED ON DUTY**

- (A) Any officer injured in the performance of his/her duty shall be compensated in accordance with G.L. c. 41 sub-section 100 & 111F; any disputes under this provision shall be handled under the grievance and arbitration procedures.
- (B) A police officer shall not be denied the protection of this article merely because the performance of his/her duty occurs outside of the regular assigned shifts or police assignment.
- (C) Any absence from duty which is covered by this article shall not be charged against the accrued sick leave of the officer.
- (D) Any officer who is absent on c. 41, 111F leave without loss of pay for more than four (4) calendar months will cease to accrue vacation and sick leave until the officer returns to duty status.

## **ARTICLE XXVII**

### **SEPARABILITY AND SAVINGS**

If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

## **ARTICLE XXVIII**

### **OFFICER-IN-CHARGE**

The officer designated by the Chief may serve as OIC twice per year. The officer designated as OIC shall receive payment in the amount of \$600 per 6 month period increment.

## **ARTICLE XXIX**

### **MILEAGE**

Employees shall be reimbursed for mileage on his/her personal vehicle on official business at a rate generally established by the Board of Selectman

## **ARTICLE XXX**

### **DURATION**

This Agreement between the Town and the Association shall be a three-year contract and shall become effective on July 1, 2020 and shall continue in full force and effect until midnight on June 30, 2023, and shall be continued for an additional year unless sixty (60) days prior to January 1, 2023, either the Association or the Town gives written notice by registered mail to the other that it desires to terminate this Agreement. Such written notice shall contain a draft of any proposed amendments. During the negotiation of such proposed amendments, the terms of this Agreement shall remain in full force and effect. Should neither party to this Agreement send notice as described above, this Agreement will be considered to have been automatically renewed for one additional year.

This Agreement shall become effective only to the extent that sufficient funds are appropriated and to the extent that necessary amendments to all laws, ordinances, and by-laws are approved at Town Meeting so that this Agreement will not conflict with any said law, ordinance, or by-law.

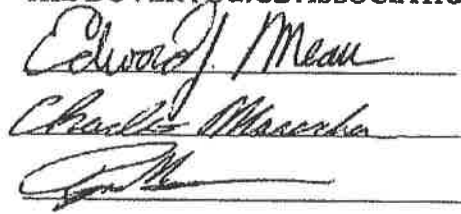
IN WITNESS WHEREOF the Town and the Association have hereunto caused this Agreement to be signed, sealed and delivered in their names by their authorized agents the day of April, 2020. 30th

THE TOWN OF DOVER

Board of Selectmen

Handwritten signatures of the Town of Dover Board of Selectmen, including John J. Joffries and another signature.

THE DOVER POLICE ASSOCIATION

Handwritten signatures of the Dover Police Association, including Edward J. Meau and Charles Mascella.

## **Appendix A - Family and Medical Leave Policy**

### **Coverage**

All full- and part-time employees who have been employed by the town for at least twelve months, not necessarily consecutively, and have worked a minimum of 1,250 hours during the immediately preceding twelve months are eligible for a leave of absence under this policy.

### **Policy Statement**

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the Town will grant eligible employees up to twelve weeks of unpaid leave during any twelve-month period, as defined below, for any of the following reasons:

- (1) To care for the employee's child within one year of birth, adoption, or the initiation of foster care;
- (2) To care for a child, spouse, or parent with a serious health condition;
- (3) Because the employee's own serious health condition makes the employee unable to perform his or her job.

Upon the completion of FMLA leave, an employee generally will be reinstated to the position the employee held when the leave commenced, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

### **Scheduling of Leave**

1. Eligible employees may take a maximum of twelve weeks of leave during any twelve month period. In all cases, the twelve-month period shall be measured on a "rolling" twelve-month period measured backward from the date an employee uses FMLA leave.
2. Family leave, i.e., leave for childbirth, adoption, or foster care must be taken and completed within one year of the birth, adoption, or the initiation of foster care. Such leave ordinarily must be taken all at once unless the employee's supervisor agrees to an alternative leave arrangement that satisfies the operational needs of the Town.
3. Medical leave, i.e., leave for the serious health condition of an employee or the employee's relative, may be taken whenever medically necessary. Depending on the circumstances, medical leave may be taken all at once, intermittently, or on a reduced leave basis. However, if the employee's need for intermittent leave or leave on a reduced basis is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment in a way that will minimize disruptions to the Town's operations. The Town may, with

justifiable cause, ask an employee to modify his or her treatment schedule in order to better accommodate the Town's needs.

#### Employee Notice Requirements

1. If an employee's need for FMLA leave is foreseeable, the employee must provide his or her supervisor with at least thirty days advance verbal notice before the leave can begin, or as much notice as is practicable under the circumstances. Such notice should include the employee's reason for requesting leave as well as its anticipated timing and duration.
4. If an employee's need for FMLA leave, or its approximate timing, is not foreseeable, the employee is expected to give his or her supervisor notice as soon as possible under the circumstances. Ordinarily, such notice should be provided within one or two working days after the employee learns of the need for the leave.
5. Employees will be provided a detailed notice at the time they request FMLA leave, which specifies the expectations and obligations of the employee during the FMLA leave and the consequences of any failure to meet these obligations.

#### Medical Certification Requirements

1. Any employee requesting a medical leave, either to care for a sick relative or because of the employee's own medical condition, must provide a doctor's statement supporting the employee's need for leave within fifteen days after requesting leave. Employees should contact the Town Administrator as soon as their need for a medical leave is determined.
6. A doctor's statement may be requested monthly, depending on the nature of the serious health condition, while an employee is on medical leave in order to certify the employee's continuing need for leave. A doctor's statement also may be required if an employee requests an extension of leave, or if there is a significant change in circumstances related to the employee's need for leave.
7. As a condition of returning to work, an employee who has been on medical leave must present a doctor's statement certifying that the employee is well enough to resume work. A medical certification also will be required in any case where an employee on FMLA leave represents that he or she is unable to return to work for medical reasons.

#### Status of Compensation and Benefits While on FMLA Leave

1. FMLA leave will be without pay except when an eligible employee uses accrued sick, vacation, or personal time to qualify for compensation during leave or is eligible for short-term or long-term disability leave pay.



2. The Town will maintain an employee's health insurance coverage for the duration of the employee's FMLA leave as though the employee were continuously employed. The Town will continue to pay its portion of the employee's health insurance premiums provided that the employee pays his or her contributory portion on a timely basis. Employees requesting leave should contact the Treasurer/Collector's Office to arrange an acceptable payment schedule.
8. The Town will maintain and pay its portion of the premiums for other benefits during FMLA leave, including life insurance, provided that the employee pays his or her contributory portion on a timely basis.
9. Employees will not accrue seniority or other benefits, such as vacation or sick leave, during any periods of FMLA leave. However, such leave periods will be treated as continued service for the purpose of calculating pension and retirement plan vesting and eligibility to the extent permitted by law.
10. In the event an employee fails to return to work after an unpaid family or medical leave is exhausted or expires, the Town is entitled to recover health or other insurance premiums paid by the Town during the leave period unless the reason the employee's failure to return is due to: (1) the continuation, recurrence, or onset of a serious health condition; or (2) other circumstances beyond the employee's control.

#### Return to Work

1. An employee on FMLA leave is expected to report at least monthly to the employee's supervisor on his or her status and intent to return to work.
11. The Town will make every effort to restore all employees on leave to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, it may be necessary to deny restoration to certain highly compensated "key employees" in order to avoid substantial and grievous economic injury to the Town's operations. The Town Administrator shall notify any employee who qualifies as a "key employee," and thus might be denied restoration, as soon as possible after the employee requests leave.

#### Parental Leave Benefits Under Massachusetts Law

Employees who are not eligible for a Family and Medical Leave of twelve weeks to care for the employee's child within one year of birth but have worked for the Town for at least three months are entitled under Massachusetts Law to up to eight weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of 18 (or under the age of twenty-three if the child is mentally or physically disabled for adoption).

To be entitled to such leave, the employee must provide at least two weeks' of the anticipated date of departure and state their intention to return. However, the law permits employees to provide notice as soon as practicable if the delay is for reasons beyond their control. If the employer agrees to provide the employee parental leave for longer than 8 weeks,

the employer must reinstate the employee at the end of the extended leave unless the employer clearly informs the employee *in writing* before the leave, and before any extension of that leave, that taking longer than 8 weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

Employees who are eligible for both twelve weeks of leave under FMLA and eight weeks of leave under the Parental Massachusetts law may take a maximum leave of twelve weeks, if the leave is needed for the purpose of giving birth or adopting a child. Subject to the requirements outlined above, employees eligible for both kinds of leave may choose between Parental Leave of eight weeks, with two weeks notice, or Family and Medical Leave with thirty days notice. Full-time employees who have taken up to twelve weeks of leave under FMLA for a purpose other than childbirth or adoption are entitled under Massachusetts law to take eight additional weeks of parental leave.