

**MEMORANDUM OF AGREEMENT  
BETWEEN THE TOWN OF NORTHBOROUGH AND  
THE NORTHBOROUGH DISPATCHERS UNION, LOCAL 165B**

The Town of Northborough (Town) and the Northborough Dispatchers Union, Local 165B, of the Mass. Coalition of Police, AFL-CIO (Union), hereby agree to a successor to the current collective bargaining agreement dated July 1, 2019 to June 30, 2022. Unless specifically modified herein, the terms and conditions of the collective bargaining agreement dated July 1, 2019 to June 30, 2022 shall remain in effect with the following amendments (deleting the text shown below in strikethrough and adding the text shown below as underlined):

**ARTICLE II - RECOGNITION AND UNION SECURITY**

(A) In recognition of the fact that a majority of the employees in the town (fire & police dispatchers) have chosen the union, the MCOP, Local 165B, as their collective bargaining representative, the town hereby recognizes the union as the exclusive bargaining representative of all future public safety dispatchers ~~of the Northborough Police Department and the Northborough Police and Fire Departments in the rank of Clerk Dispatcher.~~

**ARTICLE III – PARTICIPATION IN UNION**

(C) No elected or appointed official of the town shall participate in the management of the union or act as its representative if such activity would be incompatible with his or ~~her~~ official duties, ~~other than a sworn police officer holding the rank of sergeant.~~

**ARTICLE V - SENIORITY**

(A) There shall be established within the rank of dispatchers a seniority system based on the longest continuous full-time employment in the department by member down to the least time of service. This system shall be used for the purpose of ~~vacation leave and~~ bidding of shifts.

**Move Section B below in its entirety to Article XIII-Vacations**

(B) Vacation leave granted under the terms and conditions of this section shall be limited in that no more than one dispatcher will be allowed vacation leave at the same time. \*\*At the Chief's discretion, more than one dispatcher may be granted a vacation day on the same date if it does not create a hardship on the department and its employees.

**ARTICLE VII - COMPENSATION**

(B) The compensation plan shall be as follows:

Effective 7/1/22: Base pay increase of 2%  
Effective 7/1/23: Base pay increase of 2%  
Effective 7/1/24: Base pay increase of 2%

(C) Members of the dispatchers bargaining unit working the third shift will receive an additional ~~20~~ 40 cents per hour shift differential. Dispatchers working the first shift will receive an additional ~~50~~ \$1 per hour shift differential. This differential will be paid only for the regular workweek and will not be paid when overtime payments are necessary to fill shifts.

(F) Any dispatcher who is assigned to train a new employee shall receive ~~four (4)~~ five (5) hours overtime per week (week defined as five (5) workdays) additional compensation while the training lasts, or prorated per day if training period lasts less than one week in duration.

(G) SPECIALTY PAY: An employee assigned by the Chief to serve in the capacity of ~~Assistant Computer Systems Manager~~ Assistant Communications Supervisor shall receive a stipend equivalent to 3% of base pay added to base pay for the applicable period of time the employee is assigned to serve in this capacity.

Assignment to ~~Assistant Computer Systems Manager~~ Assistant Communications Supervisor shall include serving as Assistant LEAPS Representative, NIBRS Reporting Official and Report Maintenance Official, as well as any other related capacities.

#### (H) EMERGENCY MEDICAL DISPATCH (EMD) STIPEND

The Town will ~~maintain the \$1,000~~ provide a \$1,300 annual EMD stipend. The EMD stipend shall be paid in lump sum once a year after May 1st, and prior to June 30th, and shall be based upon satisfactory performance evaluations. Probationary employees are ineligible for the EMD Stipend, and the EMD Stipend will be pro-rated on a monthly basis for new hires (post-probation) and upon a member's separation from employment.

### ARTICLE VIII - OVERTIME

~~(B) When a dispatcher is out of work due to sickness or injury, bereavement leave or vacation leave and the Chief of Police does not assign anyone already scheduled to work that shift who is qualified to dispatch, then full time dispatchers will be notified to have first choice on those duties. When a shift opening is to be filled by a full time dispatcher, the officer in charge who has responsibility for filling the shift will make every effort to contact full time dispatchers according to seniority.~~

(B) When a dispatch shift is open due to sick leave, vacation leave, bereavement leave, personal days or compensatory time off, that shift will be filled according to the overtime list. The dispatcher on top of the overtime list will have first choice of the shift and if they refuse it shall be offered to the next dispatcher on the list, and so on, until filled.

~~(F) When a dispatcher is out of work due to sickness or injury, bereavement leave, or vacation leave, and the Chief of Police does not assign anyone already scheduled to work that shift who is qualified to dispatch, then full time dispatchers will be notified to have first choice of those duties or personal days then full-time dispatchers will be notified to have first choice of those duties. When a shift opening is to be filled by a full time dispatcher, the office in charge who has responsibility for filling the shift, shall notify all dispatchers according to seniority. If the dispatcher on top of the overtime list refuses the~~

open shift, it shall be offered to the next dispatcher (and so on and so on). If all dispatchers have refused the open shift, the dispatcher on top of the list shall be ordered in to work the open shift. If that dispatcher cannot be contacted within one hour of the initial call, the dispatcher shall be charged with four (4) hours of compensatory time. If that dispatcher does not have any compensatory time left on the books, then the next overtime shift worked shall have the four (4) hours deducted. In the event that the dispatcher on top of the list does not return the call within one hour, the next dispatcher shall be ordered in.

#### **ARTICLE IX – CALL IN PAY**

In the event scheduled meetings are cancelled notice will be provided at least eight (8) hours in advance by a message left on the dispatcher's ~~home telephone answering machine~~ voicemail or ~~by a telephone call attempt to leave a message at the dispatcher's home telephone~~ designated contact phone. It shall be the responsibility of all dispatchers to contact the Police Department eight (8) hours in advance of a scheduled meeting to confirm the meeting has not been cancelled.

#### **ARTICLE XI - HEALTH AND WELFARE**

Effective ~~July 1, 2019 through June 30, 2022~~ July 1, 2022 through June 30, 2025, the Town will fully reimburse employees, without limitation, for all deductible payments made to health care plans for in-patient and out-patient hospital visits. This reimbursement shall be in effect only for the duration of the contract. At the end of the contract (June 30, 2025) continuation of these changes will be subject to negotiations for a new contract.

#### **ARTICLE XIV - HOLIDAYS**

(A) Add Juneteenth as paid Holiday

#### **ARTICLE XXVII – RANDOM DRUG TESTING**

Delete existing language that states ~~“The Town and Dispatchers have agreed to implement a random drug testing program”~~ and insert actual implementation language to be agreed upon.

#### **ARTICLE XXVIII – NO SMOKING**

~~No smoking as a condition of employment for all new hires as of 07-01-90.~~ No smoking or use of tobacco products or derivatives, including but not limited to vaping, is a condition of employment for all employees.

#### **ARTICLE XXX – ROLL CALL COVERAGE**

~~Dispatchers may be required at the Police Chief's sole discretion to provide coverage for the on-coming dispatchers to attend roll call with the oncoming shift. This coverage shall be provided as a continuation of their shift and paid at the overtime rate. Coverage may also be provided through alternative personnel at the Police Chief's sole discretion.~~

**ARTICLE XXI - DURATION OF AGREEMENT** (*language below represents Article XXI in its entirety*)

This agreement shall become effective July 1, 2022 through June 30, 2025 and shall remain in force and effect until a new contract is agreed upon, from year to year thereafter unless terminated or modified as hereinafter set forth, provided that any portion hereof which by law requires town meeting action shall not become effective until such action.

**TOWN OF NORTHBOROUGH**

By its Board of Selectmen:

Mitch Cohen

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James P. Smith  
Dated: 11/7/2022

**NORTHBOROUGH DISPATCHERS**

**MCOP, LOCAL 165B**

By the following persons:

[Signature]

[Signature]

[Signature]

K. Mick

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Dated: 11/2/22