AGREEMENT

Between

THE TOWN OF MAYNARD, MASSACHUSETTS

and

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION

LOCALS 54 & 55

JULY 1, 2017 – JUNE 30, 2020

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AGREEMENT BETWEEN THE TOWN OF MAYNARD

AND

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION ("NEBPA")

LOCALS 54 & 55

This Agreement, effective as of the first day of July 1, 2014, by and between the Town of Maynard, hereinafter referred to as the "Town" and NEBPA Local 54 & Local 55 hereinafter called the "Union" is designed to maintain and promote a harmonious relationship between the Town and its employees of the Maynard Police Department who are within the provisions of this agreement, in order that more efficient and progressive public services may be rendered. All sections and articles in this contract are applicable to all Union members unless stipulated otherwise.

ARTICLE 1 - RECOGNITION

The Town hereby recognizes the Union to be the exclusive representative of those employees of the Town comprising NEBPA Local 54 & Local 55 of the Certification of Representatives by the Commonwealth of Massachusetts Labor Relations Commission for the purpose of collective bargaining with respect to wages, hours and conditions of employment.

ARTICLE 2 - MANAGEMENT RIGHTS

Management rights rest solely and exclusively with the Municipal Employer. Nothing in this Agreement shall be interpreted as diminishing the right of the employer to determine and prescribe the methods and means by which its operation of the Police Department shall be conducted except as may otherwise be specifically spelled out in this agreement. Any portion of this Agreement found to be in conflict with any laws or ordinances shall be declared null and void; however, all remaining portions of the Agreement shall remain in effect.

ARTICLE 3 - UNION RIGHTS AND ACTIVITY

Section 1: The Union shall inform the Town, in writing, of the appointment or election of any Union Officers or Representatives as soon as possible after such appointment and/or election.

Section 2: Union Officers or Representatives for the purpose of this Agreement are as follows: President, Vice-President, Secretary, Treasurer, and one (1) day steward and three (3) night stewards, all of whom are members of the bargaining unit.

Section 3: The Union contract negotiating team, not exceeding three (3) members, after first giving their immediate supervisor at least 48 hours of notice, shall be excused by said supervisor, without compensation, from regularly assigned duties for periods not to exceed one full work shift for the purpose of meeting with representatives of the Town pursuant to scheduled contract negotiations.

Section 4: For the purpose of presenting and discussing an employee grievance with a representative of the Town, the involved employee and one Union appointed representative shall be permitted a reasonable period of time off from regular duties without loss of pay. All such discussions shall be in accordance with the grievance procedure, described herein. The time and place of all grievance discussions shall be designated by the Town.

The Town shall not be required to meet with more than one aggrieved employee at a time although it may elect to do so.

ARTICLE 4 - DUES DEDUCTION

The Town agrees to deduct such dues as are determined by the Union and remit same with an alphabetical list of members from whom dues have been deducted to:

NEPBA
227 Chelmsford Street # C
Chelmsford, MA 01824-2305

The deduction shall be made bi-weekly by the Town upon the timely presentation of withholding authorization forms signed by the respective officer and containing therein a written provision for the procedure by which an officer's authorization may be canceled and containing the precise monetary amount authorized to be deducted. The form is subject to approval of the Town.

ARTICLE 5 - SENIORITY

Section 1: Department seniority within the Maynard Police Department shall commence from the date of full-time employment with the Maynard Police Department and shall be used in the contract wherever the word seniority is used. If more than one appointment is made at the same time, seniority shall be determined by the order of appointment and the starting dates shall accordingly be separated by one day.

Section 2: Seniority, shall not be broken by vacation time, sick time, injury time, temporary layoff, suspension, or authorized leave of absence, or any call to Military Service for the duration.

Section 3: Seniority is determined as described in Section 1. A copy of this list shall be submitted to the Union upon request and shall be posted in a prominent place.

Section 4: All specialized positions, such as Student Resource Officer, Photographer, Safety Officer, Investigator, Special Services Officer, Prosecutor, etc., which become available shall be posted at least one week in advance of new appointments so as to allow members of the Department to apply. All applicants shall be given fair consideration for such positions, and all full time police officers may apply for the said opening. However, the assignment to the opening will be in the sole discretion of the Chief of Police, provided, however, that if the officer with more Department seniority is not granted the opening, he will be given a reason why by the Chief of Police if requested.

Section 5: Should an opening occur on a shift, other than for a specialized position, a notice shall be posted for seven (7) days to the effect on the bulletin board. Any officer wishing to apply for the opening shall sign his name to the notice. At the end of the seven (7) day period, the employee signing the notice who has the greatest amount of Department seniority shall be appointed provided he is qualified and has the ability to perform the duties required. Failure to sign the notice within the seven (7) day period will waive any rights to the opening that a man with more Department seniority may have at that time.

His rights for the opening will remain waived until either another opening occurs or new work hours for the department are established. If the officer with more Department seniority is not granted the opening, he will be given a reason why by the Chief of Police, if requested.

Section 6: In the event the Town decides to reduce its established permanent Police Force, the employee with the least Civil Service Seniority or department seniority (Full-time) after July 1, 2014 shall be laid off first and so on. No new employee shall be hired by the Town until all laid off employees have been given the opportunity to return to work.

Section 7: The position of Prosecutor may be filled by a person in Local 54. If the Sergeant holding the position of Prosecutor relinquishes that position and returns to the regular duties of sergeant, the patrolman who was promoted in order to fill the prosecuting sergeant's regular position will have a right of first refusal at filling the position, if he is deemed qualified under Article 5, Section 4, of the Agreement. If that patrolman declines to accept the position of Prosecutor, or if he is not deemed qualified, then the patrolman will be given the first opportunity to fill the position of Sergeant should the position of Prosecutor be filled by a person from Local 54 provided that the patrolman is eligible to be promoted to the permanent position of Sergeant.

ARTICLE 6 - HOLIDAYS

Officers will receive a "day's pay", equivalent to 1/10 of their bi-weekly pay for each of the eleven holidays recognized by the Town of Maynard. This extra pay will be included in the payroll in which the holiday falls. Officers may choose to work up to eleven (11) holidays a year and receive an 'in lieu of' shift off (8 hours) in return. The 'in lieu of' shift cannot be taken before the chosen holiday. Officers who work a scheduled holiday shift will be paid an additional four hours for the shift. In addition, officers who work on Christmas Eve and New Year's Eve (evening shift only) will receive time and a half pay for the shift.

The Town recognizes the following holidays:
New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. The day before Thanksgiving, Christmas Eve and New Year's Eve will be 'subject to fill' days.

The Special Services Officer, Prosecutor, Student Resource Officer and Detective will have regular holidays off.

The Lieutenant shall have regular holidays off except when they fall on a regular shift where no regular ranking officer is assigned or when directed to perform police duties by the Chief.

ARTICLE 7 - HOURS OF WORK

Section 1: The Town will establish a schedule of duty that provides essentially for four tours of duty followed by two tours of off duty, in accordance with a precise schedule furnished by the Chief of Police, commonly known as the "Four & Two" schedule.

Each tour of duty will consist of approximately 8 ½ hours at straight time with a ½ hour overlap between the oncoming and outgoing tours. This ½ hour is (15) minutes before and after the hour (i.e. The 7am-3pm shift runs from 6:45am-3:15pm etc...) It is understood that this overlap is intended to cover roll call and other informational exchanges between the oncoming and outgoing tours. Once roll call has been completed by the oncoming tour, the Supervisor of said oncoming tour shall release the outgoing tour, unless there is a need for the outgoing tour to remain, said need shall be at the sole discretion of the oncoming Supervisor. It is understood by the Parties that no overtime period will begin until after the full 8 ½ hour shift is complete.

While the number of hours worked in a week will sometimes exceed 40 hours and will sometimes be less than 40 hours, the schedule will be so arranged that over a 6-week cycle, the work for each employee will average approximately 40 hours.

Overtime pay will be based on an hourly rate computed by dividing the annual salary by 52.2 and dividing the result by 40. An officer working an overtime shift will be paid on the basis of 8 hours, not 8½ hours.

An officer's daily rate for a paid absence is calculated by dividing the officer's annual salary by 52.2 (weeks) and then dividing the result by five.

It is the clear intent of both parties that the "4 and 2" schedule will not result in additional cost to the Town through overtime or added personnel or in a reduction in service to the Town of any consequence. If this intent is not met, the schedule may be discontinued at the option of the Chief of Police and the Board of Selectmen.

Any Town ordinance or Federal or State Law which may subsequently require overtime pay for time worked in excess of 8 hours in a day or 40 hours in a week may, at the option of the Board of Selectmen, nullify the "4 and 2" schedule and return the department to the "5 and 2" schedule.

Section 2: Changes in work schedules after the designated shift bids mentioned in this Article, shall only be allowed by agreement between the Town and by all possible affected Union members. Said changes will only be allowed where all parties are in agreement. It is understood that the situations deemed by the Board of Selectmen in their capacity as Commissioners, or the Chief of Police, to be an emergency, shall be an exception to such a practice.

Section 3: Department Seniority shall be one of the considerations given by the Chief or officer in charge of making any permanent (in excess of one month) changes of shift assignments involving a Police Officer.

Section 4: No Officer shall be required to work more than sixteen (16) consecutive hours without a period of eight (8) consecutive hours off, except in an emergency.

Section 5: The Lieutenant, Prosecutor, Detective, Special Services Officer, and School Resource Officer will work a "5 and 2" schedule as assigned by the Chief.

Section 6: Declaration of Shift Preference.

In April of each year, all members of the bargaining units, excluding specialists, shall submit a preference to the Chief for the following fiscal year in accordance with the following:

A. Each employee of the bargaining unit shall submit a bid, expressing his or her preferences for shift assignment.
B. Such employee shall denote his first, second and third choices for shift assignment. The shift choices open for bidding shall be: 7a-3p shift, 3p-11p shift, 5p-1a shift, 11p-7a shift, and the split shifts 11p-7a and 3p-11p and shall not be for job assignments and/or duties. This provision is conditional upon the Chief's satisfaction that officers are on time for shifts as assigned. (Note: the swing shift (D5) to be agreed upon between the Union and the Chief). Swing shift as of June 28, 2009, is 5p-1a and 7a-3p.
C. Employees shall be assigned to shifts by seniority in accordance with the order of their highest shift preference, unless such preference for any employee is proven detrimental to the efficient operation of the Department. If the Chief denies an employee his shift preference he shall provide the employee a detailed written explanation of the reasons that his assignment to his preferred shift would be detrimental to the efficient operation of the Department.
D. All Sergeant's shifts will be permanent in the Contract under Article 7, Section 6B (Split shifts for all night Supervisors).

ARTICLE 8 - SALARIES

Section 1:

July 1, 2017 2.0 % COLA (paid retroactive on base & overtime)
add a step 5 based on ten years of patrol service.
July 1, 2018 2.0% COLA
July 1, 2019 1.175 % COLA

A chart reflecting the changes listed above is shown in Appendix A. In addition, the following specialized positions or ranks receive additional compensation as shown below.

A. The Prosecuting Officer will receive Five Hundred Dollars ($500) less than the rate of pay of the Sergeant at the same step level the Prosecutor occupies.

B. The Special Services Officer shall be paid at a rate that is equivalent to 15.36% above the top step patrolman's rate. When the current employee assigned to this position is no longer serving as the Special Services Officer, the rate of compensation will be equal to Detective pay and specific job responsibilities will be assigned by the Chief of Police.

C. A Detective will receive 10% above the step he/she occupies.

D. The School Resource Officer will receive 10% above the step he/she occupies.

E. The Evidence Officer will receive 5% above the rate he/she occupies.

F. The Accreditation Manager will receive a $3,000.00 annual stipend upon completion of annual required processes to maintain accreditation status.

G. FTO Stipend – The Field Training Officer will receive one (1) hour of OT per FTO shift worked.

Section 2: Night differential. All police officers covered by this contract shall receive, in addition to his regular wage, a night shift differential of 8% of his/her base rate for all hours worked during third shift to include the 5p-1a shifts hours between 11p-1a (was 6%), and 6% of his/her base rate for all hours worked during second shift. All night shift differential percentages shall be included in base pay for retirement purposes.

Section 3: Officers filling in for an OIC shift shall receive a 10% increase to their base pay rate for each D1/OIC shift worked. Officers filling in for a Sergeant shift shall receive the Sergeant's lowest step rate for each shift worked. Sergeant's working a Lieutenant Shift, when a Lieutenant has been unavailable to work for five days or more, shall receive the difference between that Sergeant's base rate and the Lieutenant's base rate, from the first day of the absence. When the Chief has been unavailable to work for five days or more, the Lieutenant shall receive the difference between the Lieutenant's base rate and the Chief's base rate. Sergeants may never receive the Chief's base rate nor may Officer's earn the Lieutenant's rate.

Stipend and incentive pays will not change for the purpose of calculating the rate differential. Only base rate to base rate is adjusted.

ARTICLE 9 - OVERTIME

Section 1: Police Officers shall be paid overtime in accordance with the provisions of M.G.L. Chapter 147, Section 17C.

Section 2: Any employee recalled to work during his regularly scheduled time off shall be paid one and one-half (1 ½) times his base rate of pay for his overtime hours, but in no case shall this be less than four (4) hours at time and a half the officer's base rate of pay.

Section 3: a. Overtime assignments shall be made on a fair and equitable basis, following as far as practicable the roster on a rotation sequence. On July 1, of every year an overtime list shall be established. Said list shall be aligned by department seniority, with the most senior officers listed first and then following in descending order.

Each officer will have three picks of overtime shifts and then will be placed at the bottom of the list. Officers shall be offered station overtime shifts in this order with the shift going to the officer listed highest on the list who wants to work said shift.

b. Two separate lists, so called (order-in-lists) shall be maintained at the Police Station under the supervision of the Police Chief or his designate. On July 1, of every year an order-in lists shall be established for shifts; (1) shifts of six hours or more, and (2) less than six hours. If no officer agrees to work an overtime shift, that shift will be designated for the relevant order in list. Said list shall be aligned by department seniority, with the least senior officers listed first and then following in ascending order. The available officer with the lowest amount of order-ins shall be ordered in for the unfilled shift first. However, should two officers have the same amount of order-ins, then the officer with the least amount of department seniority shall be ordered in.

c. When an officer becomes sick or injured while working a shift, and therefore goes home, it shall then become the discretion of the Chief, or his designate whether such shift shall be filled for any remaining time.

d. No officer can be ordered-in while on a vacation day. Further an officer shall not be subject to duty for sixteen (16) hours previous to and sixteen (16) hours subsequent to the calendar date of their vacation day. When an officer takes at least four (4) consecutively scheduled shifts off using vacation days, personal days, in lieu of days, or swaps, or any combination thereof, he/she shall not be subject to duty from the end of his/her last scheduled shift before his first vacation day, until after he works a shift subsequent to his minimum four (4) consecutive days off.

e. All officers will have six (6) weekends or twelve (12) days or combination thereof per fiscal year that they can reserve and not be ordered in for said weekend. For purposes of this section a weekend shall consist of the time from the officer's last scheduled shift to his first scheduled shift back (4th shift for the 4 and 2 officers, 5th shift for the 5 and 2 officers). No more than three (3) officers can put in for the same weekend. Said weekends shall be noted in writing to the Sergeant appointed by the Chief, and all reserved weekends must be reserved at least thirty (30) days in advance. Reserved weekends can be reserved by email as it will have an accurate date and time of the request. Once an officer has reserved a weekend, it is final; he/she cannot cancel said reserved weekend and regain that pick.

f. Under this section it is the intent to exhaust all other means of filling overtime before resorting to either the order–in-list or modified order-in-list.

Section 4: The overtime records shall be retained at the Police Station and shall be available for view by all employees.

Section 5: Employees shall be given a minimum twenty-four (24) hours notice of overtime assignments whenever practical.

Whenever practical, all pre-arranged overtime is to be filled 30 days in advance. This is to include any vacation time, injured leave or any pre-arranged leave (personal, military, etc.) that is known to the Chief 30 days or more in advance of time to be taken.

If an overtime shift is taken by any officer, and this overtime is cancelled for any reason, overtime will be deleted from the officer's overtime card. He shall be allowed to make

another choice to fill the cancelled spot. An officer may not bump any officer that has been assigned an overtime shift.

Section 6: It is acknowledged that the distribution of overtime among members of the Police Department shall be fairly made as the opportunities arise. It is further acknowledged that the performance of overtime assignments is a condition of employment.

Section 7: Special officers, volunteers or supernumeraries shall not be utilized to deprive regular full-time employees of overtime.

Section 8: If the Chief or his designate declares that an emergency situation exists, and if the continuous duration of the emergency situation exceeds four hours and encompasses a time during which an officer would normally take his breakfast, lunch or supper break, the Town shall furnish the employee with a reasonable free meal for each meal encompassed.

Section 9: The Lieutenant shall be eligible to fill sergeants' shift only when all ranking sergeants have refused said shift.

ARTICLE 10 - CLOTHING

Section 1: There shall be an annual clothing allowance in the amount of $1,000 (effective July 1, 2012) annually, for every member of the Bargaining Unit, which the Town agrees to pay for uniforms and equipment for each officer, as described below.

Section 2: Each officer will be responsible for making uniform orders with an appropriate vendor as necessary, all such orders being subject to the approval of the Chief, and will deliver to the Chief a purchase invoice therefore. Upon approval by the Chief, the Town shall pay the vendor for the amount of such purchase invoice up to but not exceeding the amount of the annual clothing allowance for such officer. All such uniforms and equipment shall at all times remain the property of the Town.

Section 3: Any change of style, type of color, or uniform or attire, or any change of equipment or accoutrements required by the Chief of Police shall be paid by the Town.

Section 4: At the option and request of the employee, up to but not exceeding 50% of their clothing allowance may, if available and instead of being used for uniform purchase, be drawn upon by the employee for uniform cleaning cost reimbursement. Such reimbursement shall be made upon delivery to the Chief of an invoice for such cleaning costs.

Section 5: Uniforms damaged in the line of duty will be replaced or repaired by the Town at no cost to the Officer.

Section 6: All flashlights, batteries, and any equipment required by members of the unit shall be supplied by the Town at no charge to the employee.

Section 7: Any equipment required by members of the unit that is damaged or is inoperable or worn that is not covered by the clothing allowance will be repaired or replaced by the Town.

Section 8: Any optional items of uniforms or attire approved by the Chief of Police and agreed upon by a two-thirds majority of the Bargaining Units may be purchased by the members without additional cost to the Town.

Section 9: All uniforms and equipment paid for by the Town will be returned to the Town when replacements are purchased or when the officer leaves the employ of the Town.

Section 10: Each officer must possess full uniform and equipment as required by the Department Rules and Regulations.

Section 11: New Hires will receive an initial clothing allowance of $1,000 in addition to their regular clothing allowance.

Section 12: The Town will continue to provide all officers with bulletproof vests one time in addition to original clothing allowance.

Section 13: Any officer with five (5) or more years of service may elect to have 50% of their clothing allowance added to their base pay. Any officer with twenty (20) or more years of service may elect to have 100% of their clothing allowance added to their base pay. All officers must annually notify the Chief or his designee in writing of the intent to exercise this option by June 15 of the prior fiscal year.

ARTICLE 11 - VACATIONS

Section 1:

A. Two weeks of vacation (80 hours) with pay shall be granted to all permanent and temporary full-time employees who have actually worked 30 weeks during the twelve months preceding June 1 of the vacation year. The vacation year is the fiscal year.
B. Three weeks of vacation (120 hours) with pay shall be granted to all permanent and temporary full-time employees on the fifth anniversary of their employment with the Town.
C. Four weeks of vacation (160 hours) with pay shall be granted to all permanent and temporary full-time employees on the tenth anniversary of their employment with the Town.
D. Five weeks of vacation (200 hours) with pay shall be granted to all permanent and temporary full-time employees on the twentieth anniversary of their employment with the Town.
E. Vacation weeks begin at the end of an officer's last scheduled shift and end at their next scheduled shift back after having taken four consecutive days off for which they would have been scheduled.
F. Six weeks of vacation (240 hours) with pay shall be granted to all permanent and temporary full-time employees on the twenty-fifth (25) anniversary of their employment with the Town.

G. All "5 and 2" personnel will receive an additional ten (10) days (80 hours) off a year.

Section 2: Vacation weeks shall contain five (5) days, entire accumulation of weeks may be taken one day at a time at the officers' request, provided seventy-two (72) hours of notice must be given for each day taken. When it is take in conjunction with normal days off the officer shall not be subject to duty for eight (8) hours preceding or after the calendar date in which the vacation days occur. Any single vacation day taken on a holiday , as defined in ARTICLE 6 of this Agreement, will be subject to fill and no order in shall be applied as defined in ARTICLE 9 of this Agreement.

Permanent (part-time) employees shall receive vacation pay on a prorated basis based on number of hours scheduled each work week.

Vacations shall be granted by the department heads at such time as, in their opinion, will cause the least interference with the performance of the regular work of the department. Employees with ten (10) or more years of service may carry over five (5) vacation days to the following vacation year. Time carried over must be used in the following vacation year and may not be carried beyond that point. Nothing in this article shall prevent an employee from carrying vacation time over on a continuing basis. Notice must be given prior to November 15 of intent to carry over. Single vacation days may not be carried over. Vacation requests shall be awarded, as much as possible, based on seniority.

When there is permanent cessation of employment which is allowed by law or consistent with this agreement, by retirement, voluntary resignation or is mutually agreed by the union and the town to be no longer able to perform the duties as a police officer required, the employee shall be paid for any accumulated vacation at the rate of one day's regular pay for each month since the employee's preceding vacation, not to exceed two weeks pay. In the event of the death of any employee, any accumulated vacation pay shall be paid to his or her estate.

Section 3: The Town will buy back up to ten (10) vacation days each year. Officer must notify Chief of intention to buy vacation time by January 1 of each year.

ARTICLE 12 - SICK LEAVE

Section 1: Sick Leave is a "privilege", not a right and shall be payable only in cases of bona-fide illness or non-work connected accident.

Section 2: All permanent and temporary full-time employees shall accumulate sick leave at the rate of eight and one third tenths (.8333) hours for each month of employment, for a total of ten (10) sick days per year (80 hours). The maximum sick leave accumulation shall be two hundred and sixty (260) days (2080 hours). Officers on 111F injury leave will not accumulate sick time while on leave. Officers not eligible for sick leave buy back and do not utilize a sick day for four (4) consecutive months, will be entitled to an additional day off (8 hours) with pay to be accrued as Comp Time. The earned day must be used within thirty (30) days of receipt.

Section 3: Advanced sick leave up to a maximum of ten (10) days may be granted to permanent employees with one year of service but only on the recommendation of the Chief of Police and approval of the Board of Selectmen.

For employees hired before July 1, 2004, the Town will buy back up to 50% (fifty percent) of accumulated sick time up to a maximum of 260 days (2080 hours).

For employees hired after July 1, 2004, the Town will buy back up to 50% (fifty percent) of accumulated sick time up to a maximum of 220 days (1760 hours).

For employees hired after January 1, 2009, the Town will buy back up to 25% (twenty-five percent) of accumulated sick time up to a maximum of 220 days (1760 hours).

For employees hired after July 1, 2014 no sick leave buy back will be provided annually or at termination of employment.

Sick days will be calculated as eight (8) hours straight time.

The provisions of this section apply not only upon voluntary retirement, but upon any termination of work (except firing, except for employees hired after July 1, 2014)

Section 4: The Chief of Police or designee may request a doctor's certificate for all periods of absence on account of sick or injury leave from officers who appear to use excessive sick leave, or have been absent on account of illness for three days or more or a non-job related injury. Absence without pay may be charged by the Chief of Police or designee when such certificate is not presented.

Section 5: Line of Duty Disability/Sick Leave.

An officer reporting an injury while on duty shall immediately notify the OIC of injury sustained. The OIC shall follow the procedure for Department employee injuries set forth in General Order Chapter 16 Section 5: Employee Injuries.

Section 6: Photographs of the scene of the injury shall be taken if the OIC or Chief determines it necessary.

Section 7: Sick Leave Bank.

A. The Bank.

There shall be a Sick Leave Bank for the purpose of making sick leave available to employees with long-term illness and injury who need and merit additional sick leave. The Chief of Police and two representatives of the Union, one (1) from Local 55 and one (1) from Local 56, will constitute the administrators of the plan. The administrators will act by a majority vote and the Chief of Police will keep written records of their actions.

The Chief and Union administrators will meet as needed to review records. The Town's Treasury / Payroll Office is the official keeper of accrued time records. We have to clear up the discrepancy first. When it is determined that the sick bank

accumulation is less than the 1680 hours required, each officer will contribute equally up to 24 hours per year until the total is again above 1680 hours. In addition, all new officers will contribute sixteen hours after their first full year of service.

B. Grants of Sick Leave.

The administrators may grant sick leave to employees who request it in writing. The administrators shall be guided generally by principles of need and fairness which include the following guidelines:

1. Grants may be made only to employees who have exhausted their own current and accumulated sick leave.
2. An employee may be limited to a grant of sick leave equal to fifteen (15) times his number of years of service.
3. In cases where a grant of sick leave is inappropriate or insufficient, the administrators may lend sick time to the employee. As an employee accrues new sick leave, it will be credited to the bank to repay the loan. The loan will not exceed the amount in the bank. Any unpaid balance of the loan will be deducted from the bank.
4. An employee, to be eligible for said sick leave grant, shall have fifty percent (50%) or more of his/her total sick leave entitlement accumulated at the onset of the current long-term illness or injury. This provision shall not apply if the employee demonstrates to the plan administrator that his/her accumulated sick leave was below the above-mentioned level due to any periods of illness or injury that extended beyond single day use of said sick leave.

   Medical records or doctors certificates shall constitute proof of extended illness or injury.

Section 8: Injury Leave.

1. Any employee incapacitated for duty because of injury sustained in the performance of his/her duty shall receive compensation in accordance with Massachusetts General Law, Chapter 41, Sections 100 and 111F, and subject to the conditions posted therein, and shall not be considered sick and shall not lose sick leave.

   Subject to the conditions set forth in this article, the Chief may require an employee who has been injured On Duty Status (IOD) for more than four (4) weeks and who is not hospitalized, to perform light duty provided: that employee is not taking medication which would impair his performance; that the Town is not contesting the employee's IOD; and that the Chief has determined that there is suitable bargaining work available for which the employee is qualified. The employee may waive the four (4) week period and begin light duty earlier than otherwise required. An employee on sick leave status may elect to perform light duty work provided: that the employee is not taking medication which would impair his performance and the Chief has determined that there is suitable bargaining work available for which the employee is qualified.

2. The employee will maintain their pay (stipends, night differentials, etc.) for the entire time on light duty.

3. The officer will continue to receive benefits of Section 111F for the remainder of the hours not worked, if unable to work a full 40 hour week.

Section 9: Any officer is authorized to use accrued sick time to care for a family member who has an illness or injury (persons named in Article 13: Death in the Family: will be the same qualified family members for purposes this Article) this is to include the birth of a child. Any request for verification for absences of five (5) days or more must be consistent with the Family Medical Leave Act.

ARTICLE 13 - DEATH IN THE FAMILY

Section 1: Employees shall be paid for regular scheduled time lost due to a death of an employee's father, mother, child, wife, husband, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, granddaughter, grandson, brother-in-law and sister-in-law occurring between the date of death and the date of the funeral. For special circumstances owing to transportation requirements, the department head may extend beyond the date of the funeral.

ARTICLE 14 - MILITARY LEAVE

Section 1: Military Leave - Employees who are members of or join the armed services of the United States will receive compensation and leave while in basic training, during annual and monthly training, and when activated for duty, in accordance with USERRA regulations and Massachusetts General Laws, Chapter 33, Section 59 as adopted by the Town of Maynard in 1968.

Section 2: Jury Duty - An officer called to Jury Duty shall receive an amount equal to the difference between normal compensation and the amount received from the public service, upon presentation of evidence of the amount paid by the public service.

ARTICLE 15 - INSURANCE BENEFITS

In accordance with M.G.L. Chapter 32B, Section 3, the appropriate public authority is the determining factor for recommending plan design changes. Group insurance plan design provisions are being and will continue to be addressed through the provisions of M.G.L. Chapter 32B with the appropriate public authority.

Section 1: The Town shall fund 75% of the monthly medical insurance premium to assure such medical insurance coverage as the Town is presently providing.

Section 2: The Town shall pay for ½ the cost of a $5,000 accidental death and dismemberment policy for each member of the Union. At the employee's option, and entirely at his own expense, such policy may be increased to the amount of $10,000.

Section 3: The Town shall provide insurance (minimum of one million dollars) protecting each member of the Union from false arrest and imprisonment suits and any other liability, while representing the Town of Maynard.

Section 4:
Current officers receiving benefits as Section 5 is currently written will be 'grand-fathered' into the benefit provided they meet the annual proof criteria outlined below. These officers may be listed in a side letter for continuity with successor agreements.
See side letter drafted at end, if agreeable, delete this paragraph.

Effective July 1, 2014 or upon the signing of this agreement, whichever comes first, eligibility for the health plan opt-out stipend is available to any employee who has been continuously on the Town's health insurance since July 1, 2012. Employees hired since July 1, 2012 must be on the Town's health insurance for at least 24 consecutive months prior to applying for the opt-out provision.

Employees applying for the opt-out provision will receive $1500 per fiscal year if opting out of an individual plan and $3000 per fiscal year if opting out of a family plan. To qualify, an employee must provide proof, annually, that they have insurance coverage from another source. This proof must be provided during the Town's annual 'Open Enrollment Period'. Employee's may re-join the health insurance program due to a qualifying event (refer to Town insurance provider and IRS regulations regarding what constitutes a qualifying event) but will not be eligible for the stipend if they are carrying the Town's health insurance during any part of a fiscal year. Employees may opt-out at any time but must be out for an entire fiscal year to qualify for the stipend.

Family members who are both employees but are otherwise eligible for the opt-out provision may do so at the $1500 per year rate.

Employees eligible for the stipend will receive their payment in the last payroll of the fiscal year.

ARTICLE 16 - RETIREMENT BENEFITS

Section 1: The Town agrees to provide retirement benefits as permitted under the Contributory Retirement Law.

ARTICLE 17 - COURT DUTY

Section 1: Any Police Officer who is required to attend as a witness during his off duty hours at a court hearing or trial, as the result of the performance of his duties as a Police Officer, in either civil or criminal matters, shall be paid overtime pay for the time occupied.

Section 2: All officers attending court will report to the station prior to their appearance and sign out in the court log unless authorized to do otherwise by the Chief or his designee. Upon completion of the court appearance an officer will return to the station and sign out on the court log unless authorized to do otherwise by the Chief, his designee or the Department Prosecuting Officer.

ARTICLE 18 - ASSIGNMENT OF PRIVATE DETAIL

Section 1: On July 1, of every year a private detail list shall be established. Said list shall be aligned by department seniority, with the most senior ranking officer listed first and then following in descending order.

Each officer will have three picks of private details and then will be placed at the bottom of the list. Officers shall be offered private details in this order with the detail going to the officer listed highest on the list who wants to work said detail.

Section 2: No payment or other consideration for private detail service shall be made to or accepted by anyone other than the Town. For processing such payments, the Union assents to the Town charging a 10% administrative fee being added to private detail billings for other than Town (municipal) details.

Section 3: The Chief shall determine the number of officers to be assigned to each private detail to insure proper protection of Police Officers involved.

Section 4: All personnel serving on private detail assignments shall be properly uniformed and fully equipped. No private duty assignments shall be made unless a sufficient number of personnel to safely and adequately perform the function as determined by the Chief of Police is requested.

Section 5: No assignment of any private detail shall be made until and unless the Town Accountant shall be in receipt of deposit payment from the third party, of sufficient size, to assure that full payment shall be rendered to the Town.

Section 6: No officer shall be required to perform private detail work. Assignments to private detail work shall be made as equally as possible among all Police Officers working on a full-time basis.

Section 7: The rate of pay for all private details shall be Step 1 Sergeant's base pay overtime rate as defined in Article 8.

There shall be a minimum of four (4) hours pay applicable to all private and town assignments, except school functions.

Officers reporting to the job site without having been given reasonable prior notice of cancellation, shall be entitled to four (4) hours pay, excluding funerals and school activities.

Any officer working a strike detail will be paid at a rate of two (2) times the current detail rate for a minimum of eight (8) hours pay.

Non-Municipal Extra Paid Details:

1. Shall be paid at the current detail rate for a minimum of four (4) hours.

2. Shall be paid at the current detail rate in excess of four (4) hours up to eight (8) hours.
3. Details in excess of eight (8) hours shall be paid at one and one-half times the detail rate for those hours in excess of 8 per detail.
4. Holiday details shall be paid at a rate one-and-one-half (1 ½) times the detail rate, except that on the holidays of Thanksgiving Day, Christmas Day and New Year's Day the employee shall be paid at a rate of two times the detail rate.
5. Private Details after 6:00 p.m. Monday through Friday and any private detail on Saturday or Sunday will be paid at twenty-five percent (25%) above the regular private detail rate. This rate is not to be included with the Holiday rates named in Section 4 above.

Section 8: No member of the bargaining unit shall be taken from his regularly scheduled work shift or tour of duties and be required to work private details.

Section 9: If a detail is cancelled for any reason and the customer fails to notify the Police Department two (2) hours prior to the start of the detail, those employees assigned to the detail shall receive four (4) hours pay. Exception to this section will be that any town (DPW Road Jobs, etc.) will have a one (1) hour notification. Union will have the right to question any detail if believed private contractor should be paying.

Section 10: Employees shall be given the maximum possible notice of a detail assignment. An employee will be notified a minimum of 24 hours whenever a detail assignment has been received previous to 24 hours of its starting time, or immediately after the request for an officer is received by the authorized officer.

Section 11: A Private Detail shall be used for the purpose of traffic control at all road jobs or proposed road jobs whenever the Police Chief or his designate determines that the road job or proposed road job creates a hazardous condition.

If the Chief or her/his designate determines that a road job, to which a Private Detail was not assigned, is creating a hazardous condition, then the road job shall be shut down until such time as a Private Detail arrives at the scene of the road job.

In those circumstances where the Chief or her/his designate determines that a road job, to which a Private Detail had not been assigned, is creating a hazardous condition, the twenty-four (24) notice requirement shall be waived. The Chief or her/his designate shall determine the number of men or women necessary to compromise each Private Detail.

If on any day an officer performing a Private Detail must be replaced because the road job runs longer than anticipated, the replacement officer shall be paid a minimum of four (4) hours unless the contractor or utility company notifies the Police Department when hiring the Private Detail that the road job may run longer due to the type of work being done. In those circumstances when the contractor or utility company gives proper notice, the replacement officer shall be paid a minimum of four (4) hours only if the road job runs more than two (2) hours longer than anticipated.

If an officer is out sick or has been out on injured leave, the officer will not be allowed to work private details on the next calendar day. If an officer works a detail and shift for sixteen (16) hours, he/she will not be able to accept a detail shift until he/she has had

seven (7) hours off. The Chief may allow an officer to work details in some circumstances on the prior sentences.

Section 12: Out of Town Details – At the discretion of the Chief of Police, his/he may authorize officers to work out-of-town details on a specified list of approved towns when they do not affect the staffing or costs of the Maynard Police Department. Such requests may not be reasonably denied.

ARTICLE 19 - MISCELLANEOUS

Section 1: The Town shall provide bulletin board space of reasonable size for the posting of announcements for Union business.

Section 2: A copy of all general orders and special orders of the Maynard Police Department shall be made available to the Union by the Town upon request.

Section 3: All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations.

Section 4: Employees shall receive full pay for all training assignments made by the Town. The Department shall encourage outside training and opportunities for training assignments to be made by the Town shall be posted by the Town whenever possible, at least one week prior to any assignment. Officers shall be paid the prevailing federal mileage deduction per mile round trip from the Police Station for use of their own vehicles to and from assigned training sessions and court-related travel. See Article 19, Section 13 for current meal rate.

Section 5: The Chief of Police shall designate the weapons to be carried and utilized by the Police Officers and shall provide training in their use.

Section 6: The Chief of Police shall arrange for an area of the Police Station to be available to the Union Membership from time to time for meetings and discussions or Union business.

Section 7: All specialized positions, such as Student Resource Officer, ~~Photographer,~~ Safety Officer, Investigator, Special Services Officer, Prosecutor, etc., which become available shall be posted at least one week in advance of new assignments, so as to allow members of the Department to apply. All applicants shall be given fair consideration for such positions.

Section 8: There shall be no amendment to this Agreement that is not executed in writing.

Section 9: The Town shall supply the station house with a complete set of Massachusetts General Laws Annotated and the Maynard Street Directory to include all current changes. Each permanent man shall be provided with a copy of the rules and regulations for the government of the Police Department, the By-Laws of the Town, and the traffic rules and orders as amended. It shall be the responsibility of the Town to keep all the aforementioned current and readily available to employees of the Police Department.

Section 10: The Town recognizes that exposure to inclement weather is not desirable and will endeavor to accomplish adequate relief and to prevent excessive exposure, including proper protection for individuals exposed to such conditions.

Section 11 All officers shall maintain their work areas in a clean and reasonable manner including their assigned vehicle which may need washing as this is part of an officer's work area

Section 12: Police automobiles purchased by the Town after hereof will be equipped with air-conditioning.

Section 13: Officers held over after lunch for a court appearance or for in-service days shall receive a meal allowance of $10 in FY18, $11 in FY19, and $12 in FY20.

Section 14: The Fair Labor Standards Act shall apply to both parties in connection with performance of this Agreement.

Section 15: If requested by an officer, the Town will provide each officer with 500 rounds of ammunition per year.

Section 16: The Town shall reimburse annually all members who present proof of membership at a health club for the amount of $300 effective July 1, 2006 (Membership must exceed $300). The Town will pay up to the amount of MIIA health club reimbursement for those not getting MIIA Insurance.

Section 17: A performance evaluation for each officer will be completed in accordance with department policies and procedures on July 1 of each year.

Section 18: Up to $300 will be reimbursed annually to an officer for gun club membership fees to encourage safe practice and training in firearms use.

Section 19: AED's (Automatic External Defibrillators): When AED's are installed in cruisers, every officer will receive a $250 (two-hundred and fifty dollar) yearly stipend, to be paid the first pay period in December.

Section 20: Residency (Effective July 1, 2005): The Town agrees that its Police Officers may reside anywhere within the **15**-mile radius as prescribed by Massachusetts statute.

ARTICLE 20 - POLICE CAREER INCENTIVE PAY PROGRAM

Section 1: The Town has accepted Chapter 41, Section 108L, of the Massachusetts General Laws, which established a career incentive program, offering base salary increases to regular full-time members of the Maynard Police Department as follows:

Section 2: Police career incentive base salary increases shall be predicted on the accumulation of points earned in the following manner: One point for each semester

hour credit earned toward a baccalaureate or an associate degree; sixty points for an associate degree; one hundred and twenty points for a baccalaureate degree; one hundred and fifty points for a degree of master or for a degree in law. All semester credits and degrees shall be earned in an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education. Only graduates of : (1) Criminal Justice or Law Enforcement programs, as set forth by the Board of Higher Education and implemented on January 1, 2004; or (2) law schools that are New England Association of School and Colleges accredited or board approved and who have passed the Massachusetts Bar Examination, or (3), degrees shall have been awarded by a college or university listed in the database of accredited postsecondary institutions and programs maintained by the US Department of Education." shall be eligible for the Police Career Incentive Pay Program.

Section 3: Base salary increases authorized by Section 108L shall be granted in the following manner for points so accumulated:

10% increase for an Associate's Degree in Law Enforcement.
20% increase for a Bachelor's Degree in Law Enforcement.
25% increase for a Master's Degree in Law Enforcement or Law Degree

All officers hired prior to June 24, 2009, will retain the same career incentive benefit attached to their base and their overtime pay.

Any officer currently enrolled in a degree program as of September 30, 2009, shall be eligible for the career incentive pay attached to their base and their overtime pay.

For all officers hired after June 24, 2009, the career incentive pay shall only apply to their base salary and shall be paid as a career incentive benefit twice a year, in the last pay period in March and the last pay period in November and it shall count for retirement purposes. It shall not apply to overtime.

Any Town which accepts the provisions of this section and provides career incentive salary increase for Police Officers shall be reimbursed by the Commonwealth for ½ of the cost of such payments upon certification by the Board of Higher Education.

The Board of Higher Education shall certify the amount of such reimbursement to be aid to such City or Town from information filed on or before September 1 of each year with said board, on a form furnished by it, by the Chief of Police, or one of similar rank, of the City or Town Police Department.

In the event the Career Incentive Pay program is not reimbursed by the Commonwealth, the Town is obligated to fund the program as previously outlined.

ARTICLE 21 - GRIEVANCES AND CONCILIATION

Section 1: Any matter involving the interpretation or application of this contract may be subject to a grievance. While nothing in this contract shall contravene or discourage an informal attempt to discuss and settle issues between employees and supervisor, it is understood that the grievance procedure shall be utilized only after other methods of informal settlement are unsuccessful. The formal grievance steps are as follows:

Step 1: The aggrieved employee shall submit a written grievance to his immediate supervisor. There shall be a thirty (30) day time limitation for the submittal of said grievance to the immediate supervisor. The grievance shall be signed by the aggrieved employee and his Union Representative and shall be dated and shall specify the following:

1. All facts which are pertinent.
2. The section of the contract involved.
3. A summary of the cause of the grievance.
4. The requested remedy or relief.

Within one week after filing, the aggrieved employee's immediate supervisor shall arrange for a conference with the aggrieved employee and his Union Representative, and any other person authorized by said supervisor, and the grievance shall be discussed.

Within three (3) weekdays after the discussion or discussions have concluded, the supervisor shall provide the employee with a written answer.

Step 2: If a grievance is unresolved after Step 1 and the employee so notifies his immediate supervisor, in writing, a meeting shall be arranged by the Chief of Police, the aggrieved employee, the Union Representative, and any other person authorized by the Chief of Police, within one (1) week after said request. (Matters that are of an emergency nature shall be expedited). The Chief of Police shall provide the employee with a written answer to the grievance with five (5) days after the completion of the discussion.

If a particular grievance, by its nature, is one that the Chief would prefer to be heard by the Town Administrator, he may refer said matter to them in lieu of conducting a meeting himself. If a grievance is referred to the Town Administrator for a hearing, the Union shall be so notified and a meeting shall be scheduled by the Town Administrator within the time specified for Step 2, following which the Union shall be given a written answer to the grievance.

Step 3: If after being heard by the Chief, the employee is not satisfied with the written answer by the Chief, the employee may ask, in writing, within seven (7) days of receiving written response from the Chief for a hearing with the Town Administrator or designee within the time specified for Step 2. After the arranged meeting with the Town Administrator, they shall provide the employee with a written answer to the grievance within five (5) working days after the hearing.

Any grievance, which is unresolved on the completion of Step 3, may be submitted to an arbitrator mutually agreeable to both sides, whose decision shall be binding on both parties. Both parties shall share the expense of the arbitrator equally.

Aggrieved party shall notify the opposing party of their intent to file arbitration within 14 business days. Failure to file such notice within such time frame will result in forfeiture of right to arbitration.

ARTICLE 22 - EMERGENCY LEAVE

Emergency Leave, with pay, of up to three (3) days may be granted to each member of the bargaining unit at the discretion of the Department Head for special cases of absence for reasons beyond the employee's control;

A. Serious illness of an immediate family member (spouse, child, step-child, parent, parent-in-law) and certain other close relatives (sister, brother or grandparent).

ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall be in full force for three (3) years from July 1, 2017 through June 30, 2020, and shall continue from year to year thereafter unless written notice to cancel or terminate the Agreement is given by either party to the other at least sixty (60) days prior to the expiration.

Where no such cancellation or termination notice is given, this Agreement shall remain in full force and effect until such change and revisions have been agreed upon.

Understanding the above, parties may at any time mutually agree to renegotiate any portion of the contract, during which time the remaining article would be in full force and effect.

ARTICLE 24 - PERSONAL DAYS

Employees shall be granted time off for which he/she will be paid his/her normal rate to conduct personal business. Such personal leave shall not exceed three (3) days (24 hours) each year of the contract. Personal days shall be granted at the discretion of the Chief or his designee, and shall not be carried over from on fiscal year to another.

FOR THE UNION (Local 55)

President: Sgt. Brian Cushing

11/9/17
Date

FOR THE UNION (Local 54)

President: Off. Brian Petersen

11-9-17
Date

Off. Michael Sutherland

11-9-17
Date

FOR THE TOWN OF MAYNARD

Chris DiSilva, Chairman 11-7-17 **Date**

Cheryl Steele 11/7/17 **Date**

Melissa Levine-Piro, Clerk 11/7/17 **Date**

Terrence Donovan **Date**

David Gavin 11/7/17 **Date**

Attest: Michelle Sokolowski
Michelle Sokolowski, Town Clerk

HEALTH CARE OPT-OUT SIDE LETTER

The officers listed below have received the benefit of the Health Plan Opt-Out stipend prior to the criteria adjustment made effective July 1, 2014. These officers will continue to be eligible to receive the opt-out benefit under the agreement during which they began receiving the benefit. The only exception to this is the annual proof of insurance that must be made during the annual open enrollment period (typically a 1099-HC provided annually to the covered individual will suffice.).

If the officers 'opt-in' in the future, the then current 'opt-out ' provisions will become enforceable.

The officers are: Jeffrey Houle, Gregory Balzotti

Appendix A – Salary Table

	COLAs	2%	2%	1.75%
	FY17	**FY18**	**FY19**	**FY20**
Patrol Step 1	$53,217	$54,281	$55,367	$56,336
Patrol Step 2	$54,252	$55,337	$56,444	$57,432
Patrol Step 3	$55,801	$56,917	$58,055	$59,071
Patrol Step 4	$57,196	$58,340	$59,507	$60,548
Patrol Step 5	n/a	$59,250	$60,435	$61,493
Sergeant 1	$69,751	$72,925	$74,383	$75,685
Sergeant 2	$71,495	$74,063	$75,544	$76,866
Lieutenant	$82,934	$85,913	$87,631	$89,164