

AGREEMENT
BETWEEN
TOWN OF PEPPERELL
AND
PEPPERELL POLICE OFFICERS' ASSOCIATION
MASSCOP LOCAL 288
JULY 1, 2014 – JUNE 30, 2017

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This agreement entered into by the Town of Pepperell, hereinafter referred to as the "Employer," and the Pepperell Police Officers' Association, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of conditions of employment.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive Bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all its full-time Police Officers in the existing bargaining unit, excluding Sergeants, Lieutenants, and the Chief. The Employer will not aid or abet, promote, or finance any other labor group, organization or individual which purports to engage in collective bargaining, or make any agreement with such group, organization, or individual for the purpose of undermining the Union or changing any conditions contained in this Agreement.

ARTICLE II - EQUAL EMPLOYMENT OPPORTUNITY

It is understood and agreed to by the Union that it is the policy of the Town of Pepperell and the responsibility of its management to provide equal employment opportunity without regard to race, creed, age (as defined by law), sex, or national origin. This policy applies to all phases of personnel activity including training, assignment, promotion, and compensation.

The masculine gender, whenever used in this Agreement, shall include the feminine, unless the context clearly indicates otherwise.

ARTICLE III - MANAGERIAL RIGHTS; PRODUCTIVITY

Except as otherwise limited by express provisions of this Agreement, the Employer shall have the right to exercise complete control and discretion over its organization and technology, including but not limited to:

- determination of standards of service to be provided, and standards of productivity and performance of its employees;
- the establishment and/or revision of its personnel evaluation programs;

- the determination of the methods, means, and personnel by which its operations are to be conducted;
- the determination of the content of job classifications;
- the appointment, promotion, assignment, direction, and transfer of personnel;
- the suspension, demotion, discharge, or any other appropriate action against its employees;
- the relief from duty of its employees because of lack of work or other legitimate reason; the establishment of reasonable work rules;
- and the taking of all necessary actions to carry out its mission in emergencies.

Section 2:

Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

Performance reviews of all Officers shall be performed semi-annually. Performance reviews shall be conducted by the Officer's immediate supervisor, being, in most cases, the shift supervisor. Said reviews shall be done through a format mutually agreeable to the Chief of Police and the Union.

The Employer agrees not to discriminate in any way whatsoever against any employee of the Police Department who is properly a member of the approved Collective Bargaining Unit, because he is a member of the Union, or because he concerns himself, either personally or in concert with other members of the Union, with any legitimate activity of the Union, as long as it does not impede the efficient performance of the Police Department.

ARTICLE IV - SERVICE FEE

Section 1:

All employees who are covered by this Agreement shall, on or after the thirtieth (30th) day following the effective date of this Agreement, commence paying a service fee to the Union, which fee shall be proportionately commensurate with the cost of collective bargaining and contract administration.

All employees hired after the effective date of this Agreement shall commence payment of said service fee on or after the thirtieth (30th) day following the commencement of such employment.

Section 2:

The service fee shall not be imposed unless the requirement of a service fee as a condition of employment has been ratified by a majority vote of all employees in the Bargaining Unit who are present at a meeting held to ratify this Agreement.

The Employer agrees to keep the Union informed of all employees added to or separated from the Bargaining Unit, by periodically sending to the Union a list of those hired, transferred, or terminated.

ARTICLE V - CHECK-OFF

Section 1:

During the Term of this Agreement, the Employer will deduct weekly the current service fee for that week from the wages of each employee who has individually and voluntarily authorized such deductions, in writing, and over his signature. The amount of the service fee shall be certified, in writing, to the Employer by the Union. No deductions shall be made relating to assessments or fines.

Section 2:

The Employer will remit the amounts so deducted to the Union within fifteen (15) days from the date said deductions were made.

Section 3:

The Employer shall not be obligated to make such deductions from the earnings of any employee who, during the month involved, shall have failed to earn sufficient wages to equal the service fee.

Section 4:

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings whatsoever by any employee, relating to deductions made by the Employer. Once deducted service fees have been remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE VI - UNION REPRESENTATION

Section 1:

Representatives of the Union shall be permitted to confer with employees within the Bargaining Unit, at reasonable times during the working hours, for the purpose of discussing, investigating, and processing grievances, provided that such activities do not interfere with the performance of the employees' duties, and provided that prior approval has been given by the Chief of Police, whose approval shall not be unreasonably withheld, but whose decision shall be final.

Section 2:

The Employer shall recognize one President, one Vice-President, and a Secretary/Treasurer to be designated by the Union, and whose names shall be given to the Chief of Police. Union Officers shall not be discriminated against, or penalized because of their Union activities. The Union Officers shall not alter or amend any provision of this Agreement. The Employer further agrees that the Chief of Police will meet once a month, at a convenient time with the Union Officers to discuss and, if possible, resolve any problems that may arise affecting employees.

Section 3:

Requests for meetings shall be made at least one (1) day prior to the requested date.

Section 4:

All meetings between the Negotiating Committee and the Employer's representative(s) will be held in a place acceptable to both parties, usually Pepperell Town Hall. Members of the Committee, not to exceed four (4) at any one session, and provided that not more than two (2) of that number will be officers absent from the current shift, will be allowed time off without loss of pay to attend these meetings.

ARTICLE VII - JOB OPENINGS

When the Employer contemplates hiring any additional employees, it will notify the Union of the job openings, and will give consideration to any applicants referred by the Union. It is expressly agreed that the Employer shall be the sole judge in determining the qualifications of all applicants and shall retain the right to reject any applicant referred by the Union.

ARTICLE VIII - PROBATIONARY PERIOD

Any newly hired employee will be deemed to be on probation from the beginning of his or employment with the Pepperell Police Department to the conclusion of twelve (12) months following. Said period of probation will be reduced by any amount of time the employee may have served as a Pepperell Police Officer under a waiver granted pursuant to MGL, Chapter 41, Section 96B. Notwithstanding any contrary provision of this Agreement, any employee who fails the required academy training under Chapter 41, Section 96B and who is discharged within thirty (30) days following the report of such failure to the Employer, may not grieve or arbitrate said discharge under this Agreement. A probationary employee may be discharged at the sole discretion of the Employer, and discharge of such probationary employee may not be made the subject matter of the grievance or arbitration provisions of this Agreement, either by the employee(s) affected, or by the Union.

ARTICLE IX - SUPERVISORY EMPLOYEES

Supervisory employees who are not members of the Bargaining Unit shall have the right to perform work of the same type as that performed by members of the Bargaining Unit to the same extent that they have done in the past.

ARTICLE X - SENIORITY

Section 1:

An employee's seniority shall be construed as his continuous and uninterrupted length of service in the employ of the Employer from his most recent date of hire. An employee who has completed his probationary period shall be credited with seniority as of his original date of hire.

Section 2:

Seniority shall be the determining factor in scheduling vacations and holidays, and inverse seniority shall be the determining factor in layoffs.

Section 3:

The Employer shall furnish the Union and the Police Department with a copy of the proposed Seniority List. A permanent list shall be posted and maintained on a readily accessible bulletin board at the Police Station.

Section 4:

Seniority shall not be broken by vacation time, sick time, time lost due to injury sustained while performing the job on or off duty, unlawful suspension, or any call to military service for the duration of an enlistment.

An employee's seniority and his employment with the Employer shall be coterminous upon occurrence of any of the following:

- a) resignation
- b) discharge
- c) failure to report back to work promptly at the expiration of any leave of absence which has been granted at the discretion of the Employer
- d) failure to report back to work within three (3) working days after certified delivery of notice of recall from layoff, provided that, if the employee communicates with the Employer within said three (3) working days, he shall, upon request, be given an additional period of not more than five (5) days within which to report for work, where such additional days are requested in order that he may give notice of quit to his interim employer
- e) failure to report to work for three (3) consecutive days without notifying the employer.

Section 5:

Any suspension or unpaid leave of absence granted at an officer's request, excluding injured on duty leave, shall not be included in the calculation of seniority.

ARTICLE XI - PROMOTIONS

Promotions from within the Bargaining Unit shall, generally, be based upon seniority, providing qualifications and ability are relatively equal.

To be eligible for promotion within the Pepperell Police Department, an employee must be a high school and police academy graduate, and must have at least three (3) years experience as a full-time police officer, at least one (1) year of which must have been as a member of the Pepperell Police Department. An Associate's Degree or better in Criminal Justice is highly desirable.

The promotion process shall be determined at the sole discretion of the Chief of Police, who shall give reasonable notice to all candidates as to the timing, composition, structure, and sequence of that process, as well as the weighting of each element of the process, relative to the total score.

At the conclusion of the grievance period, the Chief shall make himself available, by appointment, to meet with any unsuccessful applicant for the promotional position, to discuss the applicant's performance, strengths, weaknesses, and those areas of concern or importance which weighed for or against his candidacy for appointment during the selection process.

ARTICLE XII - WORK SCHEDULE

Section 1:

Officers shall work for four (4) days, and then have two (2) days off. The work shift shall be eight (8) hours, and, for payroll purposes, the work week shall be forty (40) hours.¹

Any Patrolman whose regularly scheduled work week – for any period in excess of three months – consists of five work days followed by two days off, shall be granted additional days off, to make his or her aggregate time off equal to that enjoyed by a Patrolman working a 4-2 schedule for the same period. This additional time off shall be proportionately accrued monthly, must be taken within the fiscal year in which it was earned, and must be scheduled with the approval of the Chief.

Section 2:

It shall be the exclusive right of the Employer to establish the work schedule and work cycle as provided for in this Article, and to bid the shifts according to seniority. Schedule changes shall be posted a minimum of fourteen (14) days prior to the implementation of the change.

¹ The regular work-week cycle shall consist of six weeks, in the following configuration:

Week I	40 hours
Week II	40 hours
Week III	40 hours
Week IV	40 hours
Week V	32 hours
Week VI	32 hours

Upon an implementation date to be determined by the Employer, and subject to management rights expressed in the preceding paragraph, the following shift schedule shall be initiated with this contract:

Day Shift: 7AM -3PM
Evening Shift 3PM – 11PM
Night Shift 11PM – 7AM
Split Shift Two Nights and Two Evenings.

Subject to the provisions of Section 2, above, the foregoing shift schedule may be amended at any time by agreement between the bargaining unit and the Chief of Police.

A patrol officer’s shift shall not be changed to avoid payment of overtime.

Section 3:

Shifts may be rebid every six months.

ARTICLE XIII - OVERTIME

Section 1:

Except in the case of emergencies, police overtime shall, Sunday through Saturday, be offered to full-time police officers, so as to maintain a two-person patrol force on all shifts. The two-person patrol force will not be depleted for the purpose of prisoner watch. The Union agrees and accepts that “order-ins” may occasionally be necessary to maintain the two-person patrol force. “Order-ins” will be filled by the Officer whose name is at the top of the list.

It is specifically agreed that the phrase “two-person patrol force” shall be construed to include a Sergeant, the Lieutenant, or the Chief, if such Superior Officer is on duty and available to function as part of said patrol force.

Section 2:

All hours worked in excess of the normally scheduled work day and work week shall be paid at the rate of one and one-half (1.5) times the regular hourly rate.²

² “Regular hourly rate” shall be determined separately for each officer, conformable to requirements of the Fair Labor Standard Act. Determination of the regular hourly rate shall be made in each case by adding:

- The officer’s base hourly rate
- The officer’s Specialty Pay (if any), expressed as an hourly rate
- The officer’s Longevity (if any), expressed as an hourly rate
- The officer’s Shift Differential (if any), expressed as an hourly rate
- The officer’s Educational Incentive (if any), expressed as an hourly rate
- Any other element of compensation (if any) required to be included under terms of the FLSA, expressed as an hourly rate.

Section 3:

For the purposes of this Agreement, “hours worked” shall include the following:

- a) hours actually worked
- b) hours compensated by holiday base pay
- c) hours compensated by vacation pay
- d) paid personal days
- e) injured on duty leave, not to exceed the first forty (40) hours for any injury
- f) maternity/paternity leave
- g) incentive days

Section 4:

Employees will be required to work a reasonable amount of overtime.

Section 5:

A list of officers available for overtime shall be maintained and posted. A rotating system will be used whereby, if an officer is offered overtime and he/she refuses/accepts the overtime, his/her name will be put at the bottom of the list. The original list will start with the most senior officer, and the remaining names will be listed by decreasing order of seniority. Subject to the provisions of this Article, and except in the case of emergencies, the senior Union employee on duty shall be notified of shifts to be filled with employees of the Bargaining Unit. The Union shall have a minimum of 24 hours in which to fill the shift. At the end of that time, the shift shall revert back to the Employer, to be filled at its discretion.

ARTICLE XIV - SPECIAL POLICE

The Employer reserves the right to supplement its Police Force by utilizing Special Police Officers, as needed. If no regular, full-time officer is available to supplement the regularly scheduled shifts, the Town may augment its police force by utilizing Special Police Officers.

ARTICLE XV - SICK LEAVE

Section 1:

The term "sick leave" shall apply to personal illness, disabling (but non-work related) accidents, prescribed medical treatments, or for absences concerned with sickness or accident, personal or in-family, and deemed justified by the Department Head.

Three (3) or more consecutive days of sick leave may require that a physician's certificate be submitted to the Department Head, with a copy to the Personnel Board.

Section 2:

Effective July 1, 1998, members of the Bargaining Unit shall be entitled to one (1) day of paid sick leave for each complete month of employment with the Town, provided that sick leave accumulated prior to that date shall be unaffected by this change in policy. The accrual of sick leave will cease upon the commencement of a leave of absence, with the exception of injured on duty leave. Upon the employee's return to active employment, a new accrual date will be established for the purposes of sick leave accrual. Unused sick leave may accumulate to a maximum of one hundred twenty (120) days.

Section 3:

The Town agrees to buy back 50% of any unused sick time at employment end. Sick leave may be taken in one-half hour increments.

Section 4:

The Department Head shall indicate on payroll sheets such employee days as are provided for under sick leave provisions, and the Town Accountant shall keep a record for each employee on special attendance files provided for that purpose.

Section 5:

Sick leave shall be paid on the basis of the employee's regularly scheduled hours. If the Police Chief requires that a physician's note must be presented to return to work, or is requested by the Police Chief for sick time taken, the town shall pay for co-payment for an office visit to obtain this certification of illness or fitness to return to duty. Prior to this request, if a patrol officer has visited a doctor for a health issue it is the responsibility of the patrolmen to obtain this certificate.

Section 6:

The Union is authorized to establish and administer a “sick leave bank” for the assistance of its members who may encounter extreme or catastrophic medical circumstances. Each member of the Bargaining Unit may contribute sick leave days to said bank at any time, provided that he or she, after such contribution, will have a personal sick leave balance of at least 80 hours remaining. Sick leave credits from the bank may be granted by the Union, under standard, written procedures of their own devise, to members of the bargaining Unit who have, for substantive, legitimate reasons, exhausted their available personal sick leave.

The Union shall present the Town Accountant with monthly statements reflecting the names of contributors to the sick leave bank, and the number of days each has contributed.

The Union shall, immediately upon making any award of sick time from the bank, notify the Town Accountant of the name of any individual who has been granted sick time from the bank, and the number of sick days so awarded.

ARTICLE XVI - PERSONAL DAYS

Section 1:

Three (3) personal days with pay will be granted each fiscal year.

Section 2:

Requests for personal days will be presented to the Chief at least forty-eight (48) hours in advance of the start of the shift from which the employee seeks to be excused, except in cases of bona fide emergency. Permission for use of personal days shall not be unreasonably withheld by the Chief.

Section 3:

Personal days may be taken in conjunction with vacation time only when authorized by the Chief of Police.

Section 4:

Employees are eligible, in any fiscal year, to earn an incentive day in each calendar quarter in which a perfect attendance record has been achieved (a “perfect record” being defined as a calendar quarter in which neither sick time nor time off without pay has been taken). Earned incentive days are subject to the same scheduling requirements as personal days (see Section 2), and must be taken in the same fiscal year in which they are earned, with the exception of an incentive day earned in the last calendar quarter, which must be taken within the first 30 days of the ensuing fiscal year.

Section 5:

Maternity and Paternity Leave: Paternity leave of up to three (3) consecutive, scheduled work days, with pay, will be granted for the birth of a child or the adoption of a child under two years old. Leave will commence on the day the child is brought home from the hospital, or, in the case of adoption, the day the child is permanently introduced to the home.

Maternity leave will be the same as above for the adoption of a child: however for the actual child birth, maternity leave will consist of 12 working days off with pay. The first day will be determined by admittance to the hospital for birth, or time day of birth if no admittance. Light duty may be offered, but is very unlikely do to scheduling.

ARTICLE XVII - LEAVES OF ABSENCE

Reasonable requests for unpaid leave of absence for a specified period will be considered, and will, if possible, be granted. Request for a leave of absence for a period in excess of two (2) weeks must be submitted in writing to the Board of Selectmen.

During any leave of absence which is or becomes an unpaid leave: the officer, from the date of commencement of unpaid leave to his or her return to scheduled work will not earn the following: educational incentive pay, specialty pay, longevity pay; they will not accrue holiday, vacation, or sick leave.

Military Leave: Officers on military leave will continue to earn educational pay, specialty pay, and longevity pay; they will not accrue holiday, vacation or sick leave.

ARTICLE XVIII - HOLIDAYS

Section 1:

The employer recognizes the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Patriots' Day
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving
- Christmas Day
- ½ day Christmas Eve (i.e. December 23 at 11:00 PM, to December 24 at 11:00 PM)

Thanksgiving and Christmas Day shall be categorized as “Family Holidays”. Officers working on a Family Holiday shall receive double time in addition to their regular eight (8) hours pay at straight time.

Section 2:

The payment of holiday pay shall be subject to the following conditions:

- a) The employee must have completed thirty-one (31) calendar days of employment since his original date of hire.
- b) The employee must have worked during the holiday week, including his last scheduled work day immediately prior to the holiday, and his next scheduled work day after the holiday.
- c) In the event of sickness, as evidenced by a doctor’s certificate furnished to the Employer upon request, the requirement set forth in b), above, will be waived by the Employer, provided the employee has worked during the holiday week.

Section 3:

If the holiday falls during an employee’s paid vacation, he will be paid eight (8) hours pay for the un-worked holiday, in addition to his vacation pay. Alternatively, at the employee’s option, and if the Department’s operating conditions permit, he may be allowed an extra day of vacation.

Section 4.

If an employee actually works a shift on a holiday, he may receive holiday compensation as pay (at straight time) additional to payment (at time and a half) for the shift, *or* he may elect to take compensation in the form of a day off (at straight time), additional to pay for the shift (at straight time).

The holiday time-off option is conditioned as follows:

- 1) if it is the intent of the employee to take his or her holiday compensation in the form of time off, notice must be given of such intent, by e-mail directed to the Chief of Police, prior the end of the subject holiday shift; otherwise, the default mode of monetary holiday compensation will be automatically employed, and the employee may not retroactively change his or her selection
- 2) any employee who has made timely selection(s) and has holiday time-off pending may take time so earned, if approved by the Chief in response to a request made not less than five (5) days prior to the intended date of the time off; such time off may not be granted by the Chief if staffing needs of the subject shift would result in further expense to the Town to cover the shift
- 3) the Chief, in considering requests for holiday time off, shall give precedence to requests for personal days and vacation days, prior to considering requests for holiday time off, in considering the manpower needs of the Department
- 4) holiday time-offs may not be taken as consecutive days, except under unique circumstances, and, in each instance, subject to the approval of the Chief, who shall not unreasonably refuse such approval

- 5) all holiday time-off earned and reserved prior to November 30 in each fiscal year must be taken prior to December 31 of that fiscal year, and all holiday time-off earned and reserved on or after December 1 in each fiscal year must be taken by June 30 of that fiscal year; holiday time off may not be carried over into another fiscal year; unused holiday time off will be lost at the end of the fiscal year in which it was earned
- 6) if a request for holiday time off is refused by the Chief, the employee may elect to receive payment for the subject holiday in lieu of the time off, or the employee may re-submit his or her request, for a different date

ARTICLE XIX - VACATION ALLOWANCE

Section 1:

Each Patrolman shall be entitled to take paid vacation leave each fiscal year. Vacation leave shall accrue monthly on the basis of the number of completed calendar months of active employment with the Town. "Months" are defined as months of continuous employment. Vacation leave may accumulate to a maximum of one and one-half (1.5) times a Patrolman's maximum annual accrual amount. Pay in lieu of vacation is allowed in the case of a Patrolman's termination, death, or resignation from the department. Vacation shall accrue as follows:

Year	Accrual rate (hours per month)	Maximum Accrual (hours per year)
In year 1 (vacation leave may accrue, but may not be taken in the first six months of employment)	6.66	80
In years 2, 3 4	6.66	80
In years 5, 6, 7, 8	10	120
In years 9, 10, 11, 12	13.33	160
In years 13, 14, 15, 16, 17, 18	16.66	200
In year 19 and beyond	20	240

(Management and the Bargaining Unit shall endeavor to arrive at a mutually satisfactory transitional methodology for switching to an accrual system for vacation leave. In the event that such a methodology cannot be determined prior to July 1, 2007, the parties agree to revert to the vacation allowance language of the prior contract.)

Vacation pay shall be at 8 hours for each day of vacation, at the employee's hourly rate. Management will make every effort to see that vacation pay is included in the payroll warrant immediately preceding the effective, intended date of the employee's commencement of vacation.

Requests for continuous vacations shall be made to the Police Chief prior to May 1st of each year. It shall be the sole responsibility of the Chief of Police, giving due weight to both the efficient operation of the Department, as well as a fair distribution of vacation time within the weeks of July and August, to approve or designate vacation assignments, which shall be decided promptly, and posted on the bulletin board.

Although vacation time, whenever possible, should be scheduled for full calendar weeks, the Chief of Police shall, giving due regard to the needs and efficiency of the Department, when feasible, allow split vacation time to be taken by employees who have provided reasonable prior notice of such request. Vacation time may be taken, subject to the approval of the Chief, in not less than one-hour blocks.

Officers may accumulate vacation leave to a maximum of one and one-half times the individual officer's annual vacation entitlement.

ARTICLE XX - DISABLED EMPLOYEES

When an employee claims disability from performing his job, either for sickness or accident, caused while on or off duty, such employee's seniority shall continue for the period of time it takes to process a claim for disability retirement.

If the Employer hires another Officer as a replacement, such person shall be informed of the pending disability claim. Payments to employees injured in the line of duty shall be in full compliance with existing laws, updated or amended.

Subject to the conditions set forth in this Article, the Chief of Police may require an employee who has been on injured on duty status (IOD) and who is not hospitalized, to perform light duty, provided:

- that said employee is not taking medication which would impair his performance;
- that the assigned duty is consistent with the medical/physical limitations set by a licensed physician;
- and that the Town is not contesting the employee's IOD status.

ARTICLE XXI - PRIVATE DETAILS

Section 1:

It is understood and agreed that, as the employment of members of the Bargaining Unit on special assignments other than their regular duties derives from the police power granted by the Employer, control and assignment of employees to such assignments is vested in the Employer; however, all detail assignments shall be offered to available regular, full-time employees who are members of the Bargaining Unit, on a rotating basis, before being offered to part-time employees. The initial roster shall list employees by seniority. If an employee refuses his turn on the roster, he shall drop to the bottom of the list, unless such turn conflicts with his regular shift assignment, in which case he retains his listing.

Section 2:

Effective October 5, 2014, the pay rate for all private details will be \$54.00 per hour, and the municipal rate will be \$50.00 per hour for the entire detail. Private detail rate for the Lieutenant will be \$60.00 per hour. These rates will be increased by 2% effective October 4, 2015 and 1.5% effective July 1, 2016.

Section 3:

It is agreed that a member of the unit shall not be permitted to change his regularly assigned shift in order to work a private detail. No member of the Bargaining Unit shall work in excess of sixteen (16) hours in any one day. All extra details shall have a minimum guarantee of four (4) hours pay. After four (4) hours, there will be a guarantee of eight (8) hours paid. Municipal details will be excluded from the eight (8) hour guarantee. If the detail exceeds eight (8) hours in length, all hours over the said eight (8) shall be paid at a rate of one and one-half (1.5) times the rate of the first eight (8) hours. Any detail scheduled on weekends and holidays will be paid at the rate of time and a half the private detail rate, with municipal details being excluded. Any detail where striking workers are present will be paid at one and a half times the private detail rate.

Section 4:

The Employer shall bill and collect from each detail contractor all monies due members of the Bargaining Unit who have worked special details, account for such sums in accordance with generally accepted accounting practices, make such deductions as may be required by law or appropriate regulation, and pay to the employee such residual sums as may be due him in recompense for such special duty assignment. Any detail worked between Sunday and Thursday shall be processed for the following pay period.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder, once said funds have been remitted to the Employee.

Section 5:

The Employer agrees to maintain a revolving fund account, in accordance with Section 53C of Chapter 44 of the General Laws. The Employer may, at its sole discretion, initiate a service fee to cover the operational costs of providing private details, and may change same from time to time.

ARTICLE XXII - CALL BACK PAY

Employees called back to work after the conclusion of their regular shift shall be guaranteed four (4) hours pay at time and one half (1.5) the officer's regular hourly rate.

Work performed previous to the start of a shift, or holdover time at the end of a shift shall be paid by the hour at time and one half (1.5) the officer's regular hourly rate and charged to the overtime list.

In the event that an officer, having been called back, has actually worked the full four-hour-minimum call-back period, he shall be entitled to an additional one-half hour's pay at time and one-half as "travel time," over and above any monies due for time actually worked in excess of the four-hour minimum.

Notwithstanding the language in the first paragraph of this Article (which shall be construed to apply to unforeseen events), in any circumstance in which a Patrolman has had at least 48 hours prior knowledge of a duty assignment outside his or her regular work schedule (e.g. firearms training), he or she shall be guaranteed three (3) hours pay at time and one half (1.5) for such assignment.

ARTICLE XXIII - COURT TIME

Any employee who, during his off-duty time, is required to appear in any State or Federal Court or before any State or Federal legislative, regulatory, or administrative body on a matter arising from performance of his duty as a Police Officer, shall be compensated at the rate of one and one half (1.5) times his regular hourly rate, computed to the nearest half-hour; a minimum of four hours compensation shall be guaranteed. Any employee required, during his off-duty time, to be on-call for appearance before any of the aforesaid bodies shall be guaranteed four hours pay at the employee's base rate.

Travel time shall be included in computing the court time payment due to the employee.

The employee shall turn over to the Employer all witness fees or other payments made directly to him by any agency before which he appears.

ARTICLE XXIV - UNIFORM DRESS CODE AND CLOTHING ALLOWANCE

Section 1:

The Employer will designate the type and color of, and regulations for, the wearing of Uniforms and Equipment. Uniforms for each tour of duty shall be consistent with the needs and comfort of the Officer and his protection from the elements.

Section 2:

The Employer agrees to pay, in the respective fiscal years, the following sums for the purchase of uniforms for officers, as well as any items related to the performance of their duties:

FY 2015: \$1,350

FY 2016: \$1,350

FY 2017: \$1,350

These sums shall be expended via a voucher system acceptable to the Chief of Police. Officers will be allowed to purchase one suit per fiscal year with the clothing allowance. The Detective will be allowed to use his/her clothing allowance on the voucher system to buy clothes needed for his/her position.

The clothing allowance may be used for reimbursement of costs of cleaning uniform clothing only. Documentation of such expenditures may be submitted for reimbursement not more often than every four months, in October, February, and before June 20th.

Section 3:

The Employer agrees to reimburse each newly hired Officer for the purchase of uniforms and accessories required by the Training Academy, up to a maximum of \$400 subject to the following requirements:

- a) successful completion of and graduation from the Police Training Academy
- b) employment as a Police Officer by the Town
- c) presentation to the Employer of receipts for items for which reimbursement is sought, not exceeding \$400.

Section 4:

The Employer agrees to make available to all newly appointed Officers, through the voucher system, as soon as may be reasonably possible after appointment, the current sum paid to full time Officers, to purchase required uniforms and accessories; provided, however, that, should an Officer voluntarily leave his employment with the Employer within twelve (12) months of his date of employment, this amount shall be reimbursed to the Employer on a pro-rated basis, with the amount to be deducted from the employee's last paycheck.

Officers given an outside assignment to a specialized unit that requires additional or different items of uniform shall be granted a one-time allowance of not more than \$200 toward the cost of those additional items.

Section 5:

The Employer agrees to purchase bulletproof vests for newly hired officers, and to replace any and all such vests by the expiration of the manufacturer's warranty period, usually five years.

Section 6:

The Employer agrees that Officers on outside detail at sites involving actual roadwork or construction, will be allowed to wear BDU pants, conforming in color to the regular duty pants, and, during the period in which summer uniforms are allowed, "polo" shirts, similar in color and design to the bike patrol officers' shirts.

Section 7:

Officers will be allowed to wear “web” gear for roadwork/construction details, cruiser duty assignments, or bike patrol.

ARTICLE XXV - INSURANCE

Section 1:

The Employer will pay seventy percent (70%) of the premiums for each member of the Bargaining Unit participating in a Town-sponsored group Health and Life Insurance Plan. If more than one member of a family is employed by the Employer, the Employer will pay seventy percent (70%) of the premium for a family plan in the name of one of the employees in said family.

Employees who participate in a health maintenance organization plan through the Town will contribute thirty per cent (30%) of the premiums for such coverage.

Qualified members of the Bargaining Unit who elect not to participate in the Town’s group health insurance plan shall annually, in the month of June, be paid a lump sum amount of \$2,500. This amount shall be pro-rated for new employees, and in any circumstance wherein the employee has been a health insurance subscriber for a portion of the subject fiscal year, but a non-subscriber for the remainder of that fiscal year. Stipends will be taxed (withheld) at lump sum rate instead of weekly rate, and be paid in a separate check.

Section 2:

In the event that changes are made in the Health and Life Insurance Plans, any new plans or policies shall be substantially equivalent in benefits to the old plans or policies.

Section 3:

The Employer agrees that the amount of Life Insurance provided shall be \$5,000, the amount of Accidental Death and Dismemberment Insurance shall be \$35,000, and the amount of Accidental Medical Benefits Coverage shall be \$100,000.

Section 4:

In the event that changes are made in the Health and Life Insurance Plans, there shall be no reduction in benefits or changes made with respect to payments by the Employees.

Section 5:

Employees will be eligible to participate in the Employer’s Internal Revenue Code Section 125 Premium Conversion Plan.

ARTICLE XXVI - EDUCATIONAL INCENTIVE PLAN

Section 1:

The Employer, in order to encourage professional and academic development, will maintain the following educational incentive plan:

Each officer possessing an Associate's Degree in Law Enforcement (60 credit hours) shall receive an annual cash award equal to 5% of that officer's base salary. Each officer who possesses a Bachelor's Degree in Law Enforcement (120 credit hours) shall receive an annual cash award equal to 10% of that officer's base pay. Each officer who possesses a Master's Degree in Law Enforcement or Public Administration will receive an annual cash award equal to 15% of that officer's base salary. The sums will be paid half (50%) in July and half (50%) not later than the second week in December. Reasonable requests to attend continuing education seminars in law enforcement within the Commonwealth of Massachusetts may be granted at the sole discretion of the Chief. The employer, at its sole discretion, may pay for the cost of the seminar. Stipends will be taxed (withheld) at lump sum rate instead of weekly rate, and be paid in a separate check.

For budgeting purposes, Educational Incentive payments shall be based on the degree status of affected officers on July 1 of the fiscal year, unless an officer has given the Police Chief sufficient prior notice of an anticipated degree award to allow for budgeting of the cost of the related incentive payment in the relevant fiscal year. Incentive payments based on mid-year degree events shall be pro-rated.

Section 2:

In the event that a program for educational reimbursement for all Town employees is adopted and funded by Town Meeting, members of the Bargaining Unit covered by this Agreement may elect, in any given fiscal year, to participate in one or the other (but not both) of:

- said educational reimbursement program; or
- the incentive program established under Section 1, above

ARTICLE XXVII - MISCELLANEOUS

Section 1:

Pursuant to Massachusetts General Law relative to military leave pay, the following will apply:

1. Public employees are entitled to receive their regular salary for 17 days/year of military training if they are in the State armed forces (i.e., National Guard) or in the U.S. armed forces reserves. Said training costs shall not exceed the amount set by Massachusetts General Law.
2. Public employees are entitled to receive their regular salary for 30 days of active duty service in the National Guard for state emergencies and riots. After 30 days, they are entitled to the difference between their base pay and pay received from the National Guard.
3. Public employees who are members of the National Guard or U.S. Reserves are entitled to the difference between their base pay and their military pay if they are called to active duty or training by the U.S.

Section 2:

An employee summonsed for jury duty by the Commonwealth of Massachusetts shall be paid his regular wages for the first three days or parts thereof for jury duty on his scheduled days of work. For all subsequent days of jury service, or for any days of Federal jury service, the employee shall be reimbursed the difference between the pay received while serving as a juror and the regular time pay he would have received from the Employer if he had not been on jury duty.

Section 3:

Pay shall be granted to a regular employee for time lost up to three (3) consecutive, scheduled work days, one of which must be the day of the funeral, falling as a part of his regularly scheduled work week, in connection with the death of and attendance at the funeral of a stepfather, stepmother, sister, brother, legal children, or grandparent of the employee or his spouse.

In the event of the death of a father, mother, mother-in-law, father-in-law, spouse, or dependent child, funeral leave will be increased from three to four (4) days.

Funeral leave and holiday or vacation pay may not be earned simultaneously, for the same time period(s). Paid time for funeral leave shall not accumulate toward overtime.

Section 4:

A meal break of one half (1/2) hour shall be allowed during each shift, as near to the middle of the shift as possible.

Section 5:

The Employer shall provide a space within the Police Department for a glass-covered, locked bulletin board, to be used only for posting Union notices and other information relative to the Police Department.

Section 6:

The Employer agrees to provide fifty (50) rounds of ammunition (reloads) per man per month for target practice.

Section 7:

The Employer will abide by all statutory requirements regarding authorized attendance of delegates to meetings of the MPA.

ARTICLE XXVIII - GRIEVANCE PROCEDURE

Any grievance, dispute, difference or disagreement involving the interpretation of this Agreement shall be settled in the following manner:

STEP 1

The aggrieved employee, with or without a Union Officer and/or Representative, shall present the grievance in writing to the Chief, within five (5) days (excluding Saturdays, Sundays, and Holidays) of the incident upon which the grievance is based. The Chief shall adjust the grievance at once, or, within three (3) days (excluding Saturdays, Sundays, and Holidays), schedule a hearing. Upon the conclusion of said hearing, the Chief shall, within five (5) days (excluding Saturdays, Sundays, and Holidays), respond in writing.

When a grievance is filed by an employee without the Union Officer or Representative, the Local Union Chairman shall be notified, and if a hearing is to be held, he may delegate a Representative who shall be given the opportunity to be present at this step. Whether or not the Union avails itself of this right, the disposition of the grievance shall not be inconsistent with the terms of this agreement.

Step 2

If no satisfactory resolution is forthcoming from the Chief within five (5) working days (excluding Saturdays, Sundays, and Holidays) from the hearing, the employee may appeal in writing to the Board of Selectmen or their designated representative within five (5) working days (excluding Saturdays, Sundays, and Holidays), who shall respond within ten (10) working days (excluding Saturdays, Sundays, and Holidays) after receipt of the written appeal.

Step 3

If the grievance has not been settled at Step 2, either party may refer it to arbitration within fifteen (15) days of the disposition under Step 2. If an arbitrator cannot be agreed upon, the parties will submit the matter to the American Arbitration Association for selection, in accordance with their procedures. The decision of the Arbitrator shall be final and binding on the parties, provided that the Arbitrator shall have

no power to modify, amend, or alter the Agreement. The expense of the Arbitrator shall be borne equally by the parties.

The above procedure shall not apply to temporary employees who have been continuously employed by the Employer in the same position for less than six (6) months. By agreement of both parties, a meeting will be held at any step of the grievance procedure. If a meeting is held, the time limitation for answering the grievance will be from the date of the meeting.

ARTICLE XXIX - DISCIPLINE AND DISCHARGE

Section 1:

DISCIPLINE:

Disciplinary action or measures shall include the following:

- oral reprimand
- written reprimand
- suspension (notice given in writing)
- discharge.

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it will be done in a manner that will not embarrass the employee before other employees or the public.

In any instance wherein an officer covered by this agreement has reason to believe that a disciplinary action against him or her may result from any interview, deposition, interrogation, or other departmental action, said officer shall have the right to consult with Union representative(s) prior to said event. If the subject officer so requests, a Union representative shall also be allowed, in a non-participatory mode, to be present at said interview or other proceeding.

Section 2:

DISCHARGE:

The Employer shall not discharge an employee without cause. If, in any case, the Employer feels that there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and the Steward will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and, if necessary, proceed through the arbitration step. An Arbitrator's remedial power in the case of unjust suspension or discharge shall include, but not be limited to, reinstatement and all other rights and conditions of employment.

Section 3:

RELIEF FROM DUTY:

If any ongoing investigation by the Pepperell Police Department or any other Federal or State police or governmental agency requires that any Pepperell Police Patrolman be relieved from duty pending the result of such investigation, the Chief of Police shall place said patrolman on paid administrative leave for a period of 45 days, or until the conclusion of the investigation, whichever comes first. If it appears that the investigation will not be concluded within the initial 45 day period, the Chief of Police shall advise the Board of Selectmen of the nature and status of the investigation, and the Board shall, following a closed hearing at which both the subject officer and the Union shall have the right to be present, determine whether said paid administrative leave shall be extended.

Section 4

Any Officer subject to an Internal Affairs investigation will receive a written summary of the complaint and a written statement of the disposition of that complaint, once a disposition has been reached. Any officer may exercise his legal rights relative to procuring copies of relevant documents.

ARTICLE XXX - WAGES

Section 1:

Article XXX Wages:

FY15 - Hourly Rates Effective October 5, 2014 (2% Increase Over FY14)

Step 1	Step 2	Step 3	Step 4	Step 5
23.17	24.34	25.56	26.84	28.17

FY16 - Hourly Rates Effective October 4, 2015 (2% Increase Over FY15)

Step 1	Step 2	Step 3	Step 4	Step 5
23.63	24.83	26.07	27.38	28.73

FY17 - Hourly Rates Effective July 1, 2016 (1.5% Increase Over FY16)

Step 1	Step 2	Step 3	Step 4	Step 5
23.98	25.20	26.46	27.79	29.16

Officers shall be exempt from the 4-2 schedule while attending the Police Academy.

All employee wage payments shall be electronically forwarded by the Town directly to a bank account or financial institution designated by the employee for receipt.

Section 2:

Effective on the date established by pursuant to Section 2 of Article XII of this Contract, a shift differential shall be maintained, as follows:

3PM to 11PM shift	5% of base hourly rate.
11PM to 7AM shift	6% of base hourly rate.

A minimum of four (4) hours of work within the shift will be necessary to qualify for the shift differential pay for that shift. No shift differential shall be paid to officer not regularly scheduled for a night shift. Shift differential shall not be paid for overtime shifts.

ARTICLE XXXI - FIREARMS

Police Officers shall meet firearms proficiency and marksmanship standards that are consistent with the standards of the Massachusetts Criminal Justice Training Council. Such standards shall be a condition of employment, and failure to meet said standards annually shall constitute just cause under Article XXIX of this Agreement, subject to the following paragraph:

Police Officers who fail the firearms testing shall be given one week of training and shall be supplied with ammunition for such training and re-test. If the Officer fails the second testing, he shall be placed on administrative leave without pay for sixty (60) days, at the end of which time he shall be re-tested for a final time. If the Officer fails the third and final firearms proficiency testing, he shall be subject to dismissal.

Any Officer on injured-on-duty or sick leave shall not be subject to the provisions of this Article until said Officer returns to active status with the Department.

ARTICLE XXXII - WAIVER

The Employer and the Union each voluntarily and unqualifiedly waives the right to, and each agrees that the other shall not be obligated to bargain collectively with respect to, any subject or matter referred to or covered in this Agreement.

ARTICLE XXXIII - LONGEVITY

An annual bonus shall be paid to the full-time Officers of the Pepperell Police Department according to the following schedule of uninterrupted service:

\$750.00 per annum, to begin after completion of five (5) years of service and continuing in that amount annually through year ten (10) of continuous service.
\$50.00 to be added to the above amount in year eleven (11) of continuous service, and a further \$50 cumulatively in each year thereafter, through year twenty-seven (27). The twenty-seven year cumulative total of \$1,600 shall be the maximum longevity amount, to be paid in year twenty-eight (28) and thereafter.

Payments shall be made semi-annually, in December and June. Term of service shall be determined as of June 30 of the fiscal year in which longevity is being granted. Longevity will be taxed (withheld) at lump sum rate instead of weekly rate, and be paid in a separate check.

ARTICLE XXXIV - SPECIALTY PAY

When an Officer is assigned as Firearms Instructor/Range Officer, Photography Officer, Safety Crime Watch Officer, Juvenile Officer, Police Defense Tactics Officer, DARE Officer, Fingerprint Specialist, NEMLEC Officer, or Less-lethal Weapons Instructor, said Officer shall receive an annual stipend of \$300, subject to the following conditions:

- The Detective shall receive an annual stipend of \$1,500
- the Employer shall have sole discretion to determine whether to make the assignment, and who shall be assigned;
- the assignment or change of assignment under this Article shall not be subject to the provisions of the Grievance Procedure established under Article XXVIII, provided said assignment is not arbitrary or capricious;
- the Employer shall fill at least four specialty pay assignments with regular Police Officers;
- subject to the preceding condition, Superior Officers may fill specialty assignments;

Stipends will be taxed (withheld) at lump sum rate instead of weekly rate, and be paid in a separate check.

ARTICLE XXXV - DURATION

Except as otherwise provided, this Agreement between the Employer and the Union shall be effective July 1, 2014, and shall continue in full force and effect until June 30, 2017.

Either the Employer or the Union may give written notice to the other, one hundred and eighty (180) days prior to the expiration date, that it wishes to amend this Agreement. Such written notice shall contain such proposed amendments in draft form. During re-negotiation, the terms of this Agreement shall remain in full force and effect. Should neither party send notice as described above, this Agreement shall be considered to have been automatically renewed for one additional year.

FOR:

PEPPERELL POLICE OFFICERS' ASSOCIATION

Date: _____

FOR:

TOWN OF PEPPERELL, MA BOARD OF SELECTMEN

Date: _____