

**AGREEMENT**

**BETWEEN**

**TOWN OF PEPPERELL**

**AND THE**

**PEPPERELL POLICE DEPARTMENT SUPERIOR  
OFFICERS' ASSOCIATION**

*July 1, 2014 – June 30, 2017*

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## **PREAMBLE**

This agreement entered into by the Town of Pepperell, hereinafter referred to as the "Employer," and the Pepperell Police Department Superior Officer's 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 patrol officers 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 works 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 Chief of Police (Lt.) or the Lieutenant (Sgt's.). Said reviews shall be done on forms 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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 Union Officers, 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, at his convenience, will meet, upon request, with the President 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 two (2) at any one session, 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 - SENIORITY

### Section 1:

Except as noted below, 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 (time actually in grade) shall be the determining factor in scheduling vacations and holidays, and inverse seniority shall be the determining factor in layoffs.

Seniority (time actually in grade) will be the determining factor when bidding for shifts.

### 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, here 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 IX - 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 to grade(s) above Sergeant 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 supervisor in the Pepperell Police Department. An Associate's Degree or better in Criminal Justice is highly desirable.

The promotion process shall include a written exam, and such other components as may be determined at the sole discretion of the Chief of Police. Such issues as attendance, discipline, education, recommendation of supervisors, citizen complaints investigated and deemed to be valid, and general work record may be taken into account. It shall be the responsibility of the Chief, as a guide to applicants, to make a prior, timely posting of all subjects, reading lists, and selection criteria applicable to the specific promotion process, and how the individual components shall be weighted. The Chief shall, further, include in said posting a clear statement of the methodology by which the performance of the various applicants shall be scored. This posting shall also be made available to the Board of Selectmen at the time the Chief presents his recommendation for the promotional appointment.

At the conclusion of the promotional process, 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 X WORK SCHEDULE**

### Section 1:

The regular work cycle shall consist of six (6) calendar weeks in which the Officers shall work for four (4) days and then have two (2) days off. The work shift shall be eight (8) hours, and the average workweek in said cycle shall be forty (40) hours.

Rotation shall consist of the following shifts:

Rotation shall consist of the following shifts:

0700- 1500 or 1000 -1800	Dayshift
1500 – 2300 or 1800 – 0200	Evening shift
2300 – 0700	Night Shift

Split shift	2 days and two evenings
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Split shift	2 night and 2 evenings
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A Sergeant regularly assigned to the Dayshift may be assigned to work a four and two (4 and 2) schedule, or a Monday through Friday schedule, with hours as noted above for the Dayshift. The Chief of Police shall, at his sole discretion, choose which rotations will be filled.

The Lieutenant will be assigned to a work schedule that shall consist five (5) days on and two (2) days off, in such shift configuration as shall be agreeable to the parties, subject to Section 2, below.

The rotations will not be changed unreasonably frequent intervals, except in extraordinary circumstances involving public safety or unanticipated changes in the staffing requirements of the Department.

There will be a minimum of thirty (30) days notice prior to a planned schedule change.

Shifts may be re-bid every six (6) months.

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. Shifts may be re-bid every 6 months.

Section 3.

Any Superior Officer whose regularly scheduled work week consists of five work days followed by two days off shall be granted additional days off, to make his or her aggregate time off equivalent to that enjoyed by a Superior Officer working a 4-2 schedule (i.e. 17 additional days off). 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.

**ARTICLE XI- OVERTIME**

Section 1:

Except in the case of an emergency, if there is an absence of a Superior Officer on a regularly assigned shift, the Chief of Police may, at his sole discretion, cover that absence with a Superior Officer, or may elect not to fill the shift at all.

Section 2:

All hours worked in excess of the normally scheduled workday and workweek shall be paid at the rate of one and one-half (1.5) times the regular hourly rate.<sup>1</sup>

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

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<sup>1</sup> "Regular hourly rate" shall be determined separately for each officer, conformable to requirements of the Fair Labor Standards 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

- 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.

**ARTICLE XII-SPECIALTY PAY**

A superior officer shall receive an annual stipend of \$400 payable in December of each fiscal year and pro-rated on the basis of the superior officer's length of assignment during the fiscal year, when assigned by the Chief to any of the following functions:

- Fingerprinting
- Photography
- DARE Program Coordinator
- Training Officer
- Safety Officer/Juvenile Officer
- Computer Systems Manager
- Breathe Test Operator Instructor
- TRIAD-Elder Affairs Officer
- Tactical Police Officer
- Firearms Instructor
- Less-lethal Weapons Instructor
- Defensive Tactics Instructor

A maximum of 3 stipends shall be available to each superior officer in any fiscal year. Stipends will be taxed (withheld) at lump sum rate instead of weekly rate, and be paid in a separate check.

**ARTICLE XIII - 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, 1999, 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 and twenty (120) days. 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 3:

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 4:

Sick leave shall be paid on the basis of the employee's regularly scheduled hours.

Section 5:

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. 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 XIV - 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. The Chief shall not unreasonably withhold permission for use of personal days.

Section 3:

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

Section 4:

Superior Officers are eligible, in any fiscal year, to earn an incentive day for 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:

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

**ARTICLE XV- 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 (including National Guard and Military Reserves) will continue to earn educational pay, specialty pay, and longevity pay; they will not accrue holiday, vacation or sick leave.

**ARTICLE XVI- HOLIDAYS**

Section 1:

The employer recognizes the following holidays:

New Year's Day

Martin Luther King Day

Washington's Birthday

Patriots' Day

Memorial Day

Fourth of July

Labor Day

Columbus Day

Veterans' Day

Thanksgiving

1/2 Christmas Eve (Christmas Eve being defined as the period 11:00 PM December 23 to 11:00 PM December 24)

Christmas Day

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:

The employee must have completed thirty-one (31) calendar days of employment since his original date of hire.

The employee must have worked during the holiday week, including his last scheduled workday immediately prior to the holiday and his next scheduled workday after the holiday.

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 a Superior Officer actually works a shift on a holiday, he may receive holiday compensation as pay (at straight time) plus additional 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 compensation (at straight time) for the shift.

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 XVII-VACATION ALLOWANCE**

### Section 1:

Each Superior Officer 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 superior officer's maximum annual accrual amount. Pay in lieu of vacation is allowed in the case of a superior officer's termination, death or resignation from the department. Vacation shall accrue as follows:

Year	Accrual rate (hours per month)	Maximum Accrual (hours per year)
1-5	6.66	80
6-9	10	120
10-13	13.33	160
14-19	16.66	200
20+	20	240

Paid vacation leave shall be scheduled with the approval of the Chief of Police, subject to the operating needs of the department, as determined by the Chief of Police. When an officer is promoted he will carry over any remaining vacation time credited to him, and begin to accrue vacation time according to this section (hours per month).

Superior officers may buy back five (5) days of vacation time earned before April 1<sup>st</sup> of each year.

## **ARTICLE XVIII - 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 XIX- 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. Supervisors will be included in the Department's detail list

### **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. "Municipal" activities will include the annual Soccer Tournament and the annual 4<sup>th</sup> of July celebration. 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, a guarantee of eight (8) hours will be paid. Municipal details will be excluded from the eight (8) hour guarantees. 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 one half the private detail rate, municipal details excluded. Any details where striking workers are present will be paid at one and one 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.

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. Barring extraordinary circumstances, payment for details will be made to employees within two pay periods following the date of the detail.

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 XX- 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).

Scheduled work previous to the start of a shift or hold-over time at the end of a shift shall be paid by the hour at time and one half (1.5).

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 Superior Officer has had at least 48 hours prior knowledge of a duty assignment outside of 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 XXI- 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 basic 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 a minimum of four (4) 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 XXII - 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 which are not otherwise issued by the Department, and are approved by the Chief of Police:

FY 2015	\$1,500
FY 2016	\$1,500
FY 2017	\$1,500

These sums shall be expended via a voucher system acceptable to the Chief of Police.

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 (4) months, in October, February, and before June 20<sup>th</sup>.

Officers will be allowed to purchase one suit per fiscal year from the clothing allowance

Section 3:

Superior officers assigned to "plain-clothes" assignments shall receive the clothing allowance as a paid stipend.

Section 4:

The Employer agrees to purchase bulletproof vests for all officers, and to replace any and all such vests at the expiration of the manufacturer's warrantee period, or every five (5) years, whichever is less. Officers promoted from a lower rank within the Department, who have previously been provided with a bulletproof vest, will receive a replacement vest according to the foregoing formula, as applied to their existing vest.

Section 5:

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 6:

Superior Officers will be allowed to wear "web" gear for details, patrol/cruiser duty, and bike patrol.

**ARTICLE XXIII – INSURANCE**

Section 1:

The Employer will pay seventy (70) percent of the premiums for each member of the Bargaining Unit participating in a Town-sponsored group Health and Life Insurance Plan. If the Employer employs more than one member of a family, the Employer will pay 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 30% of the premiums for such coverage.

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.

Section 6:

Employees shall be eligible to participate in the subscriber-paid dental insurance plan offered by the Town, or any subsequent dental plan offered by the Town to all employees.

Section 7:

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 in any circumstance wherein the employee has been a health insurance subscriber for a portion of the fiscal year, but a non-subscriber for the remainder of that fiscal year.

**ARTICLE XXIV- EDUCATIONAL INCENTIVE PLAN**

Section 1:

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

Any Superior Officers who were incumbent on July 1, 1999, and possess or receive an Associates Degree in Criminal Justice, Law Enforcement, Sociology, or Public Administration will receive an annual cash award equal to 5% of the subject officer's base pay. Any Superior Officer who was incumbent on July 1, 1999, who possesses or receives a Bachelor's Degree in any of the stated disciplines, will receive an annual cash award of 10% of the subject officer's base pay. Any Superior Officer who was incumbent on July 1, 1999 who receives a Master's Degree in any of the stated disciplines will receive an annual cash award equal to 15% of the subject officer's base pay. These sums will be payable half (50%) in July and half (50%) in December. Educational incentive benefit will be taxed (withheld) at lump sum rate instead of weekly rate, and be paid in a separate check.

Any individual newly appointed to Superior Officer rank subsequent to July 1, 1999 will be eligible for the above-described educational incentive payments only for studies/degrees in Criminal Justice or Law Enforcement, except that, at the Master's level, work in the discipline of Public Administration will also be qualified.

For budgeting purposes, Educational Incentive payments will be based upon the degree status of affected officers on July 1 of the fiscal year, unless an officer has given the Chief of Police 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.

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, in its sole discretion, may pay for the cost of the seminar.

#### Section 2:

In the event that an educational reimbursement program for 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 XXV- MISCELLANEOUS**

#### Section 1:

A regular employee scheduled for National Guard or any Military unit training camp and/or active duty shall be paid the difference between the pay received while serving in the National Guard or any Military unit and the regular base pay he would have received if he had not been on National Guard or any Military unit summer duty.

#### 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 days, 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, spouse, mother-in-law, father-in-law, or dependent child, funeral leave will be increased from three to four (4) days.

Holiday or vacation pay shall not be paid concurrently with funeral benefits. Paid time for funeral benefit shall not accumulate towards 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 agrees to provide fifty (50) rounds of ammunition (reloads) per man per month for target practice.

### **ARTICLE XXVI- 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 the 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 XXVII - DISCIPLINE AND DISCHARGE**

### **Section 1: DISCIPLINE:**

Disciplinary action or measures shall include the following:

- Oral reprimands
- 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 just 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 Superior Officer be relieved from duty pending the result of such investigation, the Chief of Police shall place said superior officer 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 XXVIII – WAGES**

### Section 1:

#### **FY15 - Hourly Rates Effective October 5, 2014 (Increase 2% over FY14)**

	Step 1	Step 2	Step 3
Sergeant	30.99	32.54	34.18
Lieutenant	37.59	39.46	41.43

#### **FY16 - Hourly Rates Effective October 4, 2015 (Increase 2% over FY15)**

	Step 1	Step 2	Step 3
Sergeant	31.61	33.19	34.86
Lieutenant	38.34	40.25	42.26

#### **FY17 - Hourly Rates Effective July 1, 2016 (Increase 1.5% over FY16)**

	Step 1	Step 2	Step 3
Sergeant	32.08	33.69	35.38
Lieutenant	38.92	40.85	42.89

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.

There shall always be a minimum of 10% differential in pay between top step Patrolman and first step Sergeant, with all other superior officer steps being adjusted accordingly. There shall always be a minimum 10% differential between top step Sergeant and lowest step Lieutenant There is a five percent increase between each step.

Lieutenant's and Sergeants' positions are hourly.

### Section 2:

A shift differential shall be maintained, as follows:

- Evening Shift: 5%
- Midnight Shift: 6%
- 1000 – 1800 (Alternative Shift) 2%
- 1800 – 0200 (Alternative Shift) 5%

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 XXIX- 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 XXX- LONGEVITY**

An annual bonus shall be paid to the full-time Superior 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 XXXI- DURATION**

3 YEARS:

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 SUPERIOR OFFICERS'  
ASSOCIATION

FOR:

TOWN OF PEPPERELL  
BOARD OF SELECTMEN

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