

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF SOUTHBOROUGH**

**AND**

**LOCAL 167, MASSACHUSETTS COALITION OF POLICE**

***(PATROL OFFICERS AND SERGEANTS)***

**FISCAL YEARS 2020-2022**

## **TABLE OF CONTENTS**

<b>APPENDIX A</b>	<b>DEFINITIONS .....</b>	<b>1</b>
<b>ARTICLE 1</b>	<b>PERSONS COVERED BY THIS AGREEMENT .....</b>	<b>4</b>
<b>ARTICLE 2</b>	<b>POLICE OFFICERS RIGHTS AND REPRESENTATION .....</b>	<b>5</b>
<b>ARTICLE 3</b>	<b>MANAGEMENT RIGHTS.....</b>	<b>5</b>
<b>ARTICLE 4</b>	<b>STABILITY OF AGREEMENT.....</b>	<b>11</b>
<b>ARTICLE 5</b>	<b>COURT TIME .....</b>	<b>11</b>
<b>ARTICLE 6</b>	<b>HOLIDAYS.....</b>	<b>12</b>
<b>ARTICLE 7</b>	<b>CLOTHING ALLOWANCE AND EQUIPMENT .....</b>	<b>13</b>
<b>ARTICLE 8</b>	<b>GRIEVANCE PROCEDURE AND ARBITRATION .....</b>	<b>14</b>
<b>ARTICLE 9</b>	<b>HOURS OF WORK AND OVERTIME .....</b>	<b>16</b>
<b>ARTICLE 10</b>	<b>VACATION TIME.....</b>	<b>20</b>
<b>ARTICLE 11</b>	<b>OTHER LEAVES OF ABSENCE .....</b>	<b>22</b>
<b>ARTICLE 12</b>	<b>COMPENSATION.....</b>	<b>23</b>
<b>ARTICLE 13</b>	<b>PAYING DETAILS.....</b>	<b>29</b>
<b>ARTICLE 14</b>	<b>SICK LEAVE.....</b>	<b>32</b>
<b>ARTICLE 15</b>	<b>PROMOTIONS.....</b>	<b>33</b>
<b>ARTICLE 16</b>	<b>MISCELLANEOUS .....</b>	<b>34</b>
<b>ARTICLE 17</b>	<b>NON-DISCRIMINATION.....</b>	<b>35</b>
<b>ARTICLE 18</b>	<b>NO-STRIKE .....</b>	<b>36</b>
<b>ARTICLE 19</b>	<b>ON THE JOB INJURIES .....</b>	<b>37</b>
<b>ARTICLE 20</b>	<b>WAIVER .....</b>	<b>39</b>
<b>ARTICLE 21</b>	<b>LICENSE REQUIREMENTS .....</b>	<b>39</b>
<b>ARTICLE 22</b>	<b>SEAT BELT REQUIREMENT .....</b>	<b>39</b>

<b>ARTICLE 23 FIRST RESPONDER TRAINING .....</b>	39
<b>ARTICLE 24 FIREARMS PROFICIENCY .....</b>	40
<b>ARTICLE 25 ALCOHOL AND DRUG TESTING POLICY .....</b>	40
<b>ARTICLE 26 EMPLOYEE SHIFT SCHEDULES .....</b>	40
<b>ARTICLE 27 FLEXIBLE SPENDING ACCOUNTS .....</b>	41
<b>ARTICLE 28 TUITION REIMBURSEMENT .....</b>	42
<b>ARTICLE 29 SICK LEAVE BANK .....</b>	42
<b>ARTICLE 30 DURATION OF AGREEMENT .....</b>	45
<i>APPENDIX B FAMILY AND MEDICAL LEAVE ACT POLICY</i>	
<i>APPENDIX C SMALL NECESSITIES LEAVE ACT POLICY</i>	

**APPENDIX A**  
**DEFINITIONS**

(1)        **“Base Pay,”** for the purpose of determining retirement credits and contributions for police officers by the Town of Southborough.

The Town shall contribute funds as required for each police officer in accordance with the procedures formula established by the Worcester County Retirement Board and the By-Laws of the Town of Southborough.

Contributions shall be made by the town for:

1. Wages earned not in excess of forty (40) hours.
2. Any lump sum bonus, which is guaranteed as outlined in this Agreement.

Examples of lump sum bonuses are longevity pay and educational bonus.

3. Vacation pay except when paid in lieu of taking vacation.
4. Sick pay.
5. Holiday pay.

Contributions shall be made by the town only for those hours worked and wages earned by the police officer in conjunction with his/her primary position for the town.

(2)        **“Compensation Grade,”** a range of salary or wage rates appearing in Article XII.

(3)        **“Continuous Full-time Service,”** employment requiring a predetermined minimum work week and uninterrupted except for authorized vacation leave, sick leave, bereavement leave or other leave of absence.

(4)        **“Police Officer,”** a sworn, uniformed member of the Police Department, who is entitled to exercise police powers, including the power of arrest.

(5)        “Reserve Officer” is a sworn uniformed member of the Police Department who has been certified by Mass. Criminal Justice Training Council as a Reserve Officer and has graduated from Reserve Intermittent Academy or a Municipal Full-time Academy or, was previously certified by MCJTC. A Reserve Officer works as a Full-time Officer and attends mandatory training sessions and keeps up-to-date with LETN and other required courses. Reserve Officers are not covered under this Agreement.

(6)        “Officer-in-Charge” is usually the senior officer on a shift, when a Sergeant is not on duty. It can also be an officer that the Chief of Police puts in charge. The Chief is always available by telephone or pager; or designates a person or persons to be in charge in his absence.

(7)        “Full-time Employment,” employment for not less than 40 hours per week for fifty-two weeks per annum, minus legal holidays and authorized vacation leave, sick leave, bereavement leave, and other leaves of absence.

(8)        “Increment,” the dollar difference between step rates.

(9)        “Maximum Rate,” the highest rate in a range, which a police officer normally is entitled to attain.

(10)        “Minimum Rate,” the rate in a range, which is normally the hiring rate of a new police officer.

(11)        “Position,” an office or post of employment in the town service with duties and responsibilities calling for full-time or part-time employment of one person in the performance and exercise thereof.

(12)        “Rank” (a rank may include only one position, in which event it is defined as a “single position rank”), a group of positions in the Department sufficiently similar in respect to duties and responsibilities so that the same rank may be used to designate each position rank, that the same qualifications shall be required of the incumbents, and that the same scale of compensation can be made to apply with equity.

(13)        **Promotion**,” a change from a position of lower rank and compensation to a position with greater responsibilities in a higher rank and compensation grade.

(14)        **Range**,” the dollar difference between minimum and maximum rates.

(15)        **Rate**,” a sum of money designated as compensation for personal services on an hourly, weekly, monthly, annual or other basis.

---

(16)        **Salary Schedule**,” Article XII.

(17)        **Step Rate**,” rate in a range of compensation grade.

(18)        **Patrol Officer**.” Patrol Officer is the entry-level rank of the police officer category.

(19)        **Grievance Committee**” will consist of no more than two representatives of the Union.

## **AGREEMENT**

THIS AGREEMENT, and any such other Agreements entered into to supplement or amend this Agreement, by and between the Town of Southborough, hereinafter called the "Town" or the "Municipal Employer", acting by and through its Board of Selectmen, and the Massachusetts Coalition of Police, Local #167, hereinafter called the "Union".

## **WITNESSETH**

WHEREAS, the well-being of the police officer covered by this Agreement and the efficient and economic operation of the Police Department of the Town requires that an orderly and constructive relationship be maintained between the parties; and

WHEREAS, the participation of police officers in the collective bargaining process contributes to the effective conduct of the public business; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

### **ARTICLE 1** **PERSONS COVERED BY THIS AGREEMENT**

The Town recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of all police sergeants, police officers (regulars), not including reserves and matrons, employed by the Police Department and in the service of the Town. The Town and the Union agree not to discriminate against police officers covered by this Agreement on account of membership or non-membership in the Union.

**ARTICLE 2**  
**POLICE OFFICERS RIGHTS AND REPRESENTATION**

**Section 1** Union officers, representatives or grievance committee members, not to exceed two (2), shall be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances or incidents which could lead to grievances, with the police officer or others involved, and to participate in any grievance step as described in Article IX hereof, or in arbitration procedures consequent thereupon.

**Section 2** Union officers, representatives or grievance committee members shall be permitted to discuss official Union business with police officers during break periods and non-working hours, and shall be permitted to discuss such business with the Chief of Police at all mutually convenient times.

**Section 3** The Town's practices presently enjoyed by the police officers with reference to time swaps, coffee breaks, lunch breaks, and compensatory time off shall be in the sole discretion of the Police Chief.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

**Section 1** The Town will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management including, but not limited to, the following items:

- (a) the operation and direction of the affairs of the Town in all of their various aspects;
- (b) the determination of the level of police services to be provided;
- (c) the direction, control, supervision and evaluation of the employee, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation, subject to Town and

Union negotiation over the written evaluation instrument to be used, which the Town and Union shall do in good faith, prior to the written evaluation being conducted, and subject to JLMC non-jurisdictional mediation, not to exceed three (3) sessions;

- (d) the determination of new employee classifications;
- (e) the determination and interpretation of new job descriptions;
- (f) the increase, diminishment, change or discontinuation of operations in whole or in part;
- (g) the institution of technological changes or the revising of processes, systems or equipment from time to time;
- (h) the training of employees, including in-service training;
- (i) the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- (j) the determination of the location, organization, and number of personnel;
- (k) the assignment of duties and work assignments including the change of duties and work assignments from time to time;
- (l) the creation, assignment and change of shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts;
- (m) the assignment of employees, including without limitation the choice of which employee(s) will be transferred, the duration of such transfer(s) and where the employee will be transferred to;
- (n) the assignment to work sites, including the change of work sites from time to time;

- (o) the granting and scheduling of leaves;
- (p) the scheduling and enforcement of working hours;
- (q) the requirement and assignment of overtime;
- (r) the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called;
- (s) the assignment from time to time to foot or motor patrol, investigative, traffic, dispatching or administrative duties;
- (t) the hiring, appointment or promotion of employees, including the determination of qualifications and requirements for the position;
- (u) the demotion, suspension, discipline or discharge of employees, except that any demotions, suspensions or other discipline, or discharge resulting from disciplinary reasons shall be for just cause for permanent employees;
- (v) the layoff or relief of employees due to lack of funds or of work, or the incapacity to perform duties or for any other reason; provided, however, that layoffs shall be subject to impact bargaining, if requested by the Union, prior to implementation; and
- (w) the making, amendment, and enforcement of such departmental rules, regulations, policies, operating and administrative procedures from time to time as the Town deems necessary; (x) the right to require alcohol and/or drug tests (subject to the Supreme Judicial Court precedent with respect to drug tests).

and the Town will have the right to invoke these rights and make such changes in these items as the Town in its sole discretion may deem appropriate without negotiation with the Union, except to the extent expressly abridged by a specific provision of this Agreement.

Section 2 During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

Section 3 Notwithstanding the provisions of Chapter 41, Section 97A of the General Laws of the Commonwealth of Massachusetts as the same relates and is applicable to the annual appointment and/or removal of officers of the Southborough Police Department, the following procedures shall prevail:

(1) Appointment.

- (a) Initial appointment of a police officer shall be for a period of one year during which a person shall actually perform the duties of such position on a full-time basis. This one-year initial appointment shall be a probationary period during which police officers shall be deemed employees-at-will whose removal or dismissal shall be without recourse at any time during such initial appointment.
- (b) Appointments subsequent to the initial appointment shall be made for a term of two (2) years.
- (c) A newly appointed police officer who is attending the Police Academy shall be designated as a Student Officer. The one-year probationary period described in subsection (a) shall not apply to Student Officers while they are attending the Academy. Rather, the one-year probationary period shall commence when the Student Officer is certified as a police officer, pursuant to M.G.L. c. 41, §96B. Prior to graduation from the Academy and certification under M.G.L. c. 41, § 96B, Student Officers shall be in the status of at-will employees. Student Officers may be disciplined, suspended or discharged at any time, for any reason. Student Officers are not eligible for the grievance and arbitration procedure set forth in Article 8.

(2) Discipline

- (a) *Departmental Investigation:* At the request of any officer in an interview with the Chief of Police or his/her representative, where the subject of said interview is potential or possible discipline against said officer, the officer shall have the right to have a non-attorney union representative present. An officer has the right to be represented by an attorney, at the officer's own expense, when the officer is required to appear at a meeting or hearing at which the Town is represented by an attorney.
- (b) This representative may be present and available for consultation at all time during the interview(s), unless waived by the officer.
- (c) Upon request of the officer, the interview shall be postponed for a period of time not to exceed twenty-four (24) hours until such representative is available.
- (d) The Chief may, for good cause shown, extend that twenty-four (24) hour period.
- (e) If the Department is conducting a formal investigation of an officer that does not involve misconduct or criminal activity, the Chief shall notify the officer of the investigation.

(3) Reprimand (Oral or Written)

- (a) No permanent officer shall be reprimanded except for just cause.
- (b) If the employer has reason to reprimand an officer, it shall be done in a manner that will not embarrass the officer before other officers or the public.

(4) Suspension and/or Discharge

- (a) No permanent police officer shall be suspended or discharged except for just cause.
- (c) (b) Before any permanent officer may be suspended for more than five (5) days or discharged, the officer shall be given a written statement of the specific reason or reasons for the contemplated action, and shall be entitled to a formal hearing before the Board of Selectmen. If an informal hearing before the Board of Selectmen is requested, the officer may be represented by an official from the union and/or attorney if so desired. The officer shall, at his/her request, have the right to have the informal hearing before the Board of Selectmen open to the public or closed to the public.

Within seven (7) days after completion of said informal hearing, the Board of Selectmen shall give the officer a written notice of its decision, stating fully and specifically the reason therefore.

- (d) The Union may, within thirty (30) days of the receipt of the written decision, appeal the Board of Selectmen's findings to arbitration subject to the rules and regulations of the American Arbitration Association, whose finding shall be final and binding.
- (e) Any permanent officer found suspended or discharged without just cause shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
- (f) If an officer receives a suspension for less than five days and the officer is aggrieved by the suspension remaining on his/her record, the officer may by-pass Step 1 of the grievance procedure in Article 8 and file a grievance directly to the Board of Selectmen.

(5) Vacancy. When a vacancy occurs and a police officer temporarily fills the position of a senior officer for a period in excess of thirty (30) days, said individual will receive the rate of pay for the higher position until a

permanent appointment is made to fill the position. The additional compensation will commence on the 31st calendar day and continue until the permanent appointment commences provided said police officer has served continuously in the higher position until the permanent appointment is made.

#### **ARTICLE 4** **STABILITY OF AGREEMENT**

**Section 1** No amendment, alteration or variation of the terms or provisions of the Agreement shall bind the parties hereto unless made and executed in writing by said parties.

**Section 2** The failure of the Municipal Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or provision, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

#### **ARTICLE 5** **COURT TIME**

A police officer on duty at night or on vacation, or furlough, or on an approved day off, who attends as a witness or in other capacity on behalf of the Town of Southborough or the Southborough Police Department in a criminal or civil case pending in any court of the Commonwealth, or official governmental board or agency shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance, but in no event less than four (4) hours of such overtime pay. An officer shall be excused from duty if required for a court case other than for the Town of Southborough during the officer's regularly scheduled shift. Any court appearance involving a summons relating to an officer's previous work experience shall not be recognized as overtime. The Town agrees to reimburse any Police Officer at the rate of prevailing rate for the Town at the term of this contract for the use of his/her personal vehicle when used in conjunction with official Town

business. Use of personal vehicle must be authorized by the Chief of Police or, in his absence, the senior Sergeant on duty in advance.

## **ARTICLE 6** **HOLIDAYS**

Section 1 Each eligible employee shall receive one day's pay at his/her regular straight time rate for the following holidays, or the day of celebration thereof:

New Year's Day	Independence Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Labor Day	Day after Thanksgiving
	Day before or after Christmas

To be eligible for holiday pay, an employee must work both his/her regular scheduled day preceding and his/her regular scheduled day following the holiday, or be excused from work pursuant to the provisions for absences with pay listed in this contract (sick time, injury on duty, vacation time). An employee whose regular day off falls on a holiday may elect to have one day off with pay in lieu of holiday. For the purposes of this Article, the holiday is the twenty-four (24) hour period commencing at 12:01 a.m. of each day listed in this section.

Section 2 In the case of the Police Department whose personnel are subject to duty seven days a week, those police officers who are required to work on said holiday shall be paid, in addition to his/her regular weekly compensation, an additional day's pay, unless the police officer elects to take an additional day off and the same can be granted by the department head without interference with personnel scheduling; provided that in the case of a police officer whose regular day off or vacation day falls on any holiday, an additional day off shall be allowed or payments in lieu of one day shall be allowed at the election of the police officer. Such day's pay shall be one-fifth of

his regular weekly salary. Those police officers who are scheduled to work on Thanksgiving Day, Christmas Day, and New Year's Day shall be paid one and one-half their normal rate of pay in addition to their holiday compensation.

## ARTICLE 7

### CLOTHING ALLOWANCE AND EQUIPMENT

Clothing Allowance. Each police officer (regular) of the Police Department of the Town shall receive, each fiscal year, a clothing (and cleaning) allowance of \$950.00 (nine hundred and fifty) to be paid upon presentation of vouchers from approved vendor, and in accordance with items listed in Department Policy 4.37 (Uniforms, Clothing, and Individual Equipment), provided, however, that if a police officer does not present vouchers for the full clothing allowance, he/she may apply the difference between the allowance and the dollar amount of the vouchers presented, towards cleaning of his/her uniform, and the Town shall accordingly reimburse him/her for such difference upon presentation of laundry or cleaning receipts thereof. Any purchase of Equipment not supplied by the Town shall be with the prior approval of the Chief of Police from an approved vendor and shall not exceed a total of \$350.00 (three hundred fifty dollars) from the annual allotment of \$950.00. Any exceptions must be pre-approved by the Chief of Police. Reimbursement for sunglasses or a watch shall be capped at \$150.00 (one hundred fifty dollars). Foul weather gear shall be limited to a rain coat and black BDU style pants and blouse. Replacements of foul weather gear will require a turn in of old gear before purchase approval.

Section 1 Equipment. The Town, at its sole cost and expense, shall supply to all police officers (regular) all leather goods, handcuffs, firearms or department issued weapons, holsters, belts, nightsticks, shoulder patches, and foul weather gear. Provided, however, that any police officer seeking replacement of any of these items must first inform the Chief of Police of his desire to replace an item so listed, in order that the Chief may make the necessary funds available. Failure to so inform the Chief will result in the items being billed under the police officer's clothing allowance.

Section 2 Each new regular police officer shall be furnished one (1) complete uniform as prescribed by the Chief of Police under the Rules and Regulation of the Police Department.

The Town will replace the personal belongings of police officers, which are damaged or destroyed in the performance of his/her normal duties. The Town accepts a maximum liability of Fifty Dollars (\$50.00) for any incident, excluding eyeglasses, for which the Town will pay 100% of the cost of replacement. The Town accepts a maximum liability of Two Hundred Dollars (\$200.00) for the cost of replacing a cellular phone damaged or destroyed in the performance of his/her normal duties. Articles of uniform and other items or materials reimbursable under other sections of this Agreement shall not be covered under this section.

## **ARTICLE 8** **GRIEVANCE PROCEDURE AND ARBITRATION**

The following procedure shall be applicable to any grievance which is defined as a claimed violation of a specific provision of this Agreement.

1. The Steps of the Grievance procedure shall be as follows:

### **STEP 1:**

The employee shall submit the grievance in writing to the Department Head within 14 calendar days of the date that the employee or the Union knew or, with the exercise of reasonable diligence, should have known of the occurrence giving rise to the grievance. The Department Head and the Union may meet to discuss the grievance. If the grievance has not been resolved or responded to within 10 calendar days of receipt by the Department Head the Union may appeal to the next level.

### **STEP 2:**

If the grievance is not resolved in Step 1, the Union may appeal it by giving a written notice of such appeal to the Town Administrator within 10 calendar days after the answer of the Department Head is due. The Town Administrator and the Union may meet to discuss the grievance. If the grievance has not been resolved or responded to within 10 calendar days of receipt by the Town Administrator, the Union may appeal to the next level.

### **STEP 3:**

If the grievance is not settled in Step 2, the Union may request a hearing before the Board of Selectmen, by submitting a written request, which may include a written summary of the basis of the grievance, to the Town Administrator within 10 calendar days of the date the Step 2 response is due. The Town Administrator will present the request to the Board

of Selectmen in executive session at the next available meeting, and shall communicate the Board's decision to the Union in writing within 5 days of the decision. If the decision is a denial of the request, then the Town Administrator's written notification of the denial to the Union shall serve as the Town's Step 3 response for the purposes of this Article. Should the Board agree to hear the grievance, the hearing will be held at or before the next available meeting after the meeting at which decision to hear the grievance is made. If the Board elects to have a subcommittee hear the grievance, then the hearing shall be scheduled at a time mutually agreeable to the parties. Thereafter, the Board's written Step 3 response shall be due within 30 calendar days after the hearing.

2. In general, letters issued by the Town are not arbitrable, even if the letter points out a performance issue with which the employee disagrees. In such a case, the employee may submit a rebuttal to the letter, which will be kept with the file copy of the letter. Such a rebuttal must be submitted within 15 calendar days of the date that the letter is delivered. The union may grieve letters of reprimand through Step 3 of the grievance procedure.
3. All grievances filed at Step 1 and 2 of the grievance procedure shall specify:
  - a. the particular contract article and section alleged to have been violated;
  - b. the facts supporting each alleged violation in reasonable detail;
  - c. the date each act or omission violating the Agreement is alleged to have occurred; and,
  - d. the remedy sought for each alleged contract violation.
4. The parties agree to follow each of the foregoing steps in the processing of the grievance; and if any step the Town fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Union may appeal the grievance to the next step at the expiration of such time limit. Failure of the Union at any step to process according to the time limits set forth herein shall mean that the Union has waived the grievance, and the right to proceed further. Time limits may be extended by mutual agreement.
5. The settlement or remedy of a grievance, including any monetary or back pay remedy, in any case, shall not be made retroactive for any period prior to 20 days before the date the grievance was first presented in writing.
6. **Arbitration.**
  - a. If the dispute or grievance is not settled in the foregoing steps and it involves the claimed violation of an arbitrable provision of this Agreement, then the Union may seek arbitration by filing a written demand for arbitration with the American Arbitration Association. The demand shall be filed with the American Arbitration Association within 30 days of the Town's answer in Step 2, unless Step 3 review has been requested, in which case, the demand must be filed within 30 days of the Town's answer in Step 3.

- b. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The hearing locale shall be within the Town of Southborough, unless otherwise agreed by the parties. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the Town, the Union, and the grievant. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations pursuant to such statutes. The arbitrator's fees and expenses shall be borne equally by both parties.
  
- c. The arbitrator's decision shall be final and binding and may be reviewed in court under G.L. c.150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law. The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing. A dispute that was not raised in the grievance may not be raised in arbitration. The arbitrator may not hear evidence or argument with respect to matters that are not arbitrable under this agreement.

## ARTICLE 9

### HOURS OF WORK AND OVERTIME

Section 1 Scheduled Work Shifts, Work Week, Etc.: Police officers shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have a regular starting and quitting time. Work schedules shall be posted on all department bulletin boards at all times and copies shall be given to the Union. The normal workweek is forty (40) hours long.

The work shifts or tours of duty, the hours of work of regular full-time police officers (sergeants and patrol officers) are as follows: Shift 1 is the day shift; Shift 2 is the afternoon shift; and Shift 3 is the night shift. Days off shall be two consecutive days. The workweek shall be regulated on a four day on/ two day off schedule. All regular full-time police officers (sergeants and patrol officers) shall work four consecutive days on, followed by two consecutive days off. However, the Chief of Police may, at his discretion, assign the School Resource Officer, Court Officer or Detective, or officers performing similar duties, to a schedule of five consecutive days on, followed by two consecutive days off. Such officers will receive the same number of days off as officers performing the 4 & 2 schedule, by receiving 11 holidays as paid

days off and by receiving an additional one and one-half (1.5) days each three months of the year that they actually perform in a specialized position on a 5 & 2 schedule. For officers assigned to 5 & 2 schedules, the above days will be on a prorated basis. The work shifts shall be regulated at the direction of the Chief of Police. The regular workweek shall not, however, be more than forty (40) hours.

The Chief has the right to assign reserves for all open shifts created when regulars are on extended leave of absence (more than two (2) weeks) because of vacation, military leave, injuries, illnesses, personal reasons, or leaves granted by the employer, or a vacancy within the department.

**Section 2 Overtime Services.** All assigned, authorized or approved service outside or out of turn of an officer's regularly scheduled tour of duty, work shift (other than paying police details), hours of work or work week, including service on an officer's scheduled day off, or during his/her vacation and service performed prior to the scheduled starting time for his/her regular work shift or tour of duty, and service performed subsequent to the scheduled time for conclusion of his/her regular work shift or tour of duty after any eight (8) hour shift in a twenty-four (24) hour period, and including court time as set forth in Article 6 hereof, shall be deemed overtime service and paid for as such.

A. If an officer has left his/her place of employment or last duty assignment after having completed work on his/her regular work shift or tour of duty or if an officer assigned such shift or tour is recalled to Police Headquarters or to any other place, and he/she reports thereto, or if an officer is so recalled on a scheduled day off, or during his/her vacation, he/she shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay thereof.

B. Overtime services, including work for other town departments, shall be paid at the rate of time and one-half. Work done at the overtime rate shall be paid by the town department that orders the work, to include Election polls, Town Meetings, parades, Heritage Day, Summer Nights, and Transfer Station work assigned by the Town Clerk.

C. Overtime service shall not include:

- (a) An out-of-town work shift or tour of duty which is substituted for a regularly scheduled work shift or tour of duty at the request of an officer (subject to department approval); and
- (b) Swapped tour(s) of duty or work shift(s) between individual officers by their mutual agreement (subject to department approval);
- (c) Monitoring of jail cells by officers (other than full-time police officers) designated to perform this service in compliance with Jail Suicide Prevention legislation and so assigned by the Chief of Police;
- (d) Firearms Training as may be scheduled by the Chief of Police or his designee, up to four (4) per year, at four (4) hours maximum each, two (2) night shoots and two (2) day shoots;
- (e) Quarterly department meetings as may be scheduled by the Chief of Police or designee for the purpose of departmental matters or Union matters of mutual concern to labor and management.

Subsections (d) through (f) are in compensation for the reduction in hours realized as a result of the schedule change to four (4) and two (2) work week and shall be without overtime compensation for the duration of this contract period; provided, however, that any such utilization of the training or meeting sessions contained in subsection (d) through (f) is in the sole discretion of the Chief and subject to compliance with the Federal Law commonly known as the Fair Labor Standards Act.

**Section 3 Scheduling of Overtime.** In emergencies, or as the needs of the service require, police officers (sergeants and patrol officers) may be required to perform overtime work. All such officers shall be given as much advance notice as possible of overtime work opportunities. Scheduled overtime shall be distributed to all police officers on an equitable and fair basis. Officers, other than regular police officers, required to work beyond their normal work shift or tour of duty due to the

exigencies of their work day (such as, but not limited to, a late ambulance run, an accident, etc.) shall have the option of declining offered overtime; provided, however, in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the job, such additional regular police officers as are deemed necessary by the Town shall be required to work overtime on an assigned basis. Said assignments shall be made by the Chief on a fair basis rotating said assignments throughout the complement of regular officers (sergeants and patrol officers) so that at no time will it require that the less senior officers of the force be required to be assigned more than senior officers. All officers shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any officer who declines to work overtime.

All said scheduled overtime work shall be equitably distributed among all such officers.

Section 4 Method of Compensation for Overtime Service. Effective July 1, 1995, an officer who performs overtime service in addition to his/her regular weekly compensation, shall be paid time and one-half his/her straight time hourly rate for each hour of overtime service, or fraction thereof, the straight time, hourly rate shall be computed as one-fortieth of an officer's regular weekly compensation. When an officer performs work of ten (10) minutes or more, they shall be credited with one-half (1/2) hours at the overtime rate herein set forth. When an officer works thirty-one (31) minutes or more, but less than one (1) full hour, said officer shall receive one (1) full hour of overtime pay at the overtime rate herein set forth.

Police officers shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service. An officer may elect compensatory time off at time and a half in lieu of monetary compensation for overtime, provided the officer notifies his/her superior officer of the election at the time the overtime is scheduled. An officer may elect to convert up to 32 hours of overtime to compensatory time off at time and a half in any given fiscal year. All compensatory time off subject to the Fair Labor Standards Act will be scheduled in accordance with the FLSA; otherwise, compensatory time off must be scheduled with the Police Chief at a mutually convenient time, subject to the operational staffing needs of the Department, and taken

within the same fiscal year in which it is accrued. There will be no carryover from year to year of compensatory time off.

Pay for overtime service shall be in addition to and not in lieu of holiday or vacation pay (where such service is performed on a holiday or working vacation), and shall be remitted to police officers within seven (7) days after the end of the week in which such overtime service is performed.

Section 5. All regular full time officers are required to perform eight (8) additional hours of training time on an annual basis without additional compensation.

## **ARTICLE 10** **VACATION TIME**

Regular full time officers, hired as regular full time officers prior to July 1, 2010, who have been in the continuous employ of the Police Department as such shall earn vacation and be paid their regular week's pay, or portion thereof as vacation pay in accordance with the following schedule:

1 year from starting date up until 5 years of employment	9.33 hours per month
5 years as of anniversary date	14.0 hours per month
10 years as of anniversary date	18.66 hours per month
15 years as of anniversary date <sup>1</sup>	23.33 hours per month

Regular full time officers, hired as regular full time officers hired on or after July 1, 2010, who have been in the continuous employ of the Police Department as such shall earn

---

<sup>1</sup> Those hired prior to July 1, 2004, will continue to be eligible to accrue 28.0 hours per month of vacation time after 20 years of service.

vacation and be paid their regular week's pay, or portion thereof as vacation pay in accordance with the following schedule:

1 year from starting date up until 5 years of employment	6.67 hours per month
5 years as of anniversary date	10.0 hours per month
10 years as of anniversary date	13.33 hours per month
15 years as of anniversary date <sup>2</sup>	16.66 hours per month

Vacations shall be granted by the Police Chief at such time as, in his opinion, will cause the least interference with the performance of the regular work of the department. A police officer shall be permitted to carry over up to one year's earned vacation. The employee must have the Police Chief's approval to take any portion of the prior year's unused vacation in addition to the days earned in the present fiscal year.

If, in the opinion of the Police Chief, there are unusual circumstances, which warrant it, an officer may, upon request, continue at work and receive vacation pay in lieu of his vacation.

In the event of termination of employment, which is caused through no fault of the officer, or by reason of retirement, the officer shall be paid, or be entitled to time off with pay, for any accumulated vacation prorated on the basis of service since the officer's preceding vacation. In the event of the death of any officer, any accumulated vacation pay shall be paid to his estate.

Officers who are eligible to retire, and who provide three (3) years written notice of retirement, may cash out up to fifteen (15) days of accrued vacation annually during their last three years of service with the Town. If at any point the employee elects not to retire within the intended time frame, that Officer will repay the Town for the cashed out vacation days at the Officer's current rate of pay and those days will be returned to the Officer for future use. Should

---

<sup>2</sup> Those hired prior to July 1, 2004, will continue to be eligible to accrue 28.0 hours per month of vacation time after 20 years of service.

the intent to retire be withdrawn, that Officer will not be permitted to access any benefit under this Article a second time.

## **ARTICLE 11** **OTHER LEAVES OF ABSENCE**

Section 1 Subject to the operating needs of the Department determined by the Chief of Police, certain leaves of absence without loss of pay will be permitted for the following reasons:

- A. Miscellaneous Leave, Bereavement Leave. In the event of the death of a spouse or minor children, such officer shall be entitled to receive five (5) days of leave for the purpose of the funeral arrangements and burial of said deceased. In the event of the death of a father, mother, father-in-law, mother-in-law, brother or sister, or of any person residing with the family of an officer, such officer shall be entitled to receive three (3) days leave for the purpose of the funeral arrangements and burial of said deceased. In the event that travel is required out of State, the Police Chief in his discretion may authorize two (2) additional days of travel time.
- B. Military Leave shall be provided for in accordance with Chapter 33, Section 59, of the General Laws. An officer in full-time employment in the military reserve shall be paid the difference between compensation received while on reserve duty and regular compensation rates paid the officer by the Town. Such payment by the Town shall be limited to a period not to exceed seventeen days in any twelve-month period and shall not include payment to members of the National Guard who may be mobilized during an emergency in the Commonwealth.
- C. Personal Days. Each full-time officer, who is employed by the Town on July 1 of each fiscal year, shall receive three (3) personal days to be granted as scheduling permits. To take a personal day, the bargaining unit member must provide forty-eight (48) hours' notice to the Chief or his designee of the intention to use a personal day. In the event of an emergency, a bargaining unit member may use

one (1) personal day beyond the scheduling limits, with the exceptions of Christmas Eve, Christmas Day, Thanksgiving, New Year's Eve, and 4<sup>th</sup> of July holidays. Personal days may not be carried over from one fiscal year to another, and are not eligible to be paid out to the bargaining unit member at the time of retirement or separation of employment with the Town.

- D. Jury Duty. If an officer is called to jury duty, he/she shall receive an amount equal to the difference between his/her normal compensation and the amount (excluding any travel allowance) received from the court, upon presentation of evidence of the amount paid by the court.
- E. Inoculation required by Municipal Employer.
- F. Promotional examinations conducted under rules for promotion to any position in the municipal employment of the Town of Southborough.
- G. Unpaid Leave of Absence. An unpaid leave of absence of up to three (3) months may be granted in the Town's discretion to an employee who makes application to the Town Administrator, and supplies a reason which in the Town's judgment justifies the leave. Leaves of absence may not be taken to seek other employment. If the employee returns within the three (3) months, the leave shall not constitute a break in service." Statutory Leaves. The Town shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Town's FMLA policy. (See *Appendix B.*) The Town shall provide Small Necessities leave in accordance with the Small Necessities Leave Act (SNLA) and the Town's SNLA policy. (See *Appendix C.*)

## ARTICLE 12 COMPENSATION

### Section 1:

- (a) The wage schedules shall be as follows, subject to verification by the Town and the Union:

<b>The following wage schedule shall become effective July 1, 2019</b>								<b>(2.0%)</b>	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>PA</u>
<u>PS-7</u>	<u>969.69</u>	<u>1,014.11</u>	<u>1,058.41</u>	<u>1,102.98</u>	<u>1,147.33</u>	<u>1,170.27</u>	<u>1,193.69</u>	<u>1,229.51</u>	<u>1,254.22</u>
<u>PS-8</u>	<u>1,106.94</u>	<u>1,177.67</u>	<u>1,231.77</u>	<u>1,281.58</u>	<u>1,335.79</u>	<u>1,362.50</u>	<u>1,389.74</u>	<u>1,431.44</u>	<u>1,460.21</u>
<u>Detective</u>	<u>1,316.93</u>								
<b>The following wage schedule shall become effective July 1, 2020</b>								<b>(2.0%)</b>	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>PA</u>
<u>PS-7</u>	<u>989.09</u>	<u>1,034.40</u>	<u>1,079.58</u>	<u>1,125.04</u>	<u>1,170.27</u>	<u>1,193.67</u>	<u>1,217.56</u>	<u>1,254.10</u>	<u>1,279.31</u>
<u>PS-8</u>	<u>1,129.08</u>	<u>1,201.23</u>	<u>1,256.41</u>	<u>1,307.21</u>	<u>1,362.51</u>	<u>1,389.75</u>	<u>1,417.53</u>	<u>1,460.07</u>	<u>1,489.42</u>
<u>Detective</u>	<u>1,343.27</u>								
<b>The following wage schedule shall become effective July 1, 2021</b>								<b>(2.0%)</b>	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>PA</u>
<u>PS-7</u>	<u>1,008.87</u>	<u>1,055.08</u>	<u>1,101.17</u>	<u>1,147.54</u>	<u>1,193.68</u>	<u>1,217.55</u>	<u>1,241.91</u>	<u>1,279.18</u>	<u>1,304.89</u>
<u>PS-8</u>	<u>1,151.67</u>	<u>1,225.25</u>	<u>1,281.54</u>	<u>1,333.35</u>	<u>1,389.76</u>	<u>1,417.54</u>	<u>1,445.89</u>	<u>1,489.27</u>	<u>1,519.20</u>
<u>Detective</u>	<u>1,370.14</u>								
<b>The following wage schedule shall become effective January 1, 2022</b>								<b>(0.5%)</b>	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>PA</u>
<u>PS-7</u>	<u>1,013.91</u>	<u>1,060.36</u>	<u>1,106.68</u>	<u>1,153.27</u>	<u>1,199.65</u>	<u>1,223.63</u>	<u>1,248.12</u>	<u>1,285.58</u>	<u>1,311.42</u>
<u>PS-8</u>	<u>1,157.42</u>	<u>1,231.38</u>	<u>1,287.94</u>	<u>1,340.02</u>	<u>1,396.71</u>	<u>1,424.63</u>	<u>1,453.11</u>	<u>1,496.71</u>	<u>1,526.80</u>
<u>Detective</u>	<u>1,376.99</u>								

(b) Every officer subject to this plan who is in the continuous full-time service of the Town, computed from the date of his latest employment, and who has a satisfactory performance record, shall be eligible annually, one year from the date of the latest increase, for consideration for advance to the next higher step rate, but not more than one step rate in any one twelve-month period until the maximum for the job is reached, subject to the approval of the Police Chief. Any officer denied such an increase has the right to appeal in writing, to the Board of Selectmen which shall confer with both the

officer and the Police Chief and shall decide the matter. All adjustments shall be approved in advance by the Police Chief.

(c) Student Officers shall be paid \$700 per week.

(d) The Town may require all employees to receive paychecks via direct deposit to a bank designated by the employee.

#### Section 2 Shift Differential

Effective July 1, 2019, the shift differential shall be:

Evening Shift (3 p.m. - 11 p.m.)	\$8.00 per day as regularly scheduled
Night Shift (11 p.m. – 7 a.m.)	\$10.00 per day as regularly scheduled

#### Section 3 Longevity pay for continuous full-time employment:

After 5 years	\$400 per annum
After 10 years	\$600 per annum
After 15 years	\$700 per annum
After 20 years	\$800 per annum
After 25 years	\$1,000 per annum

Those individuals who were in the after-30 and after-40 categories as of June 30, 2001, shall be “grandfathered” at the longevity rates in effect as of that date.

#### Section 4 Quinn Bill and Educational incentive

The Town shall pay educational incentive payments in accordance with the following provisions:

1. Education Incentive:

A. Employees hired before August 12, 2009, and participating in the educational incentive program known as the “Quinn Bill” pursuant to M.G.L. c. 41, §108L as of that date, shall continue to receive education incentive pay pursuant to that statute as it existed on July 1, 2009 (10% for Associates, 20% for Bachelors and 25% for Masters or Law Degrees), notwithstanding underfunding of the

reimbursement towards the incentive program by the Commonwealth of Massachusetts. However, the Town will continue to seek financial support from the Commonwealth for such program to the extent it remains available, and may take such administrative steps as may be required to accomplish this purpose.

B. Employees who are not eligible for Quinn Bill incentives, including all officers hired on or after August 12, 2009, shall receive an education incentive based upon their educational attainments, as set forth below.

C. Employees who possess an Associate's Degree from an accredited college or university shall receive an education incentive in the amount of \$2,000 per year, payable in a pro rata amount in the employee's regular paycheck. The Associate's Degree must be in Criminal Justice, in a Liberal Arts or Business-related discipline, in forensic science, or in a discipline recognized by the policy referenced below."

D. Employees who possess a Bachelor's Degree from a four-year accredited college or university shall receive an education incentive in the amount of \$7,000 per year, payable in a pro rata amount in the employee's regular paycheck. The Bachelor's degree must be in Criminal Justice, in a Liberal Arts or Business related discipline, in forensic science, or in a discipline recognized by the policy referenced below.

E. Employees who have been employed for three or more full years with the Southborough Police Department, who possess a Master's Degree from a four-year accredited college or university, or a Law Degree from an accredited institution, shall receive an education incentive in the amount of \$9,000 per year, payable in a pro rata amount in the employee's regular paycheck. The degree must be in Criminal Justice, in a Liberal Arts or Business related discipline, in forensic science, or in a discipline recognized by the policy referenced below.

F. The intent of the education incentive is to attract and reward employees who have attained a degree that emphasizes critical thinking skills, as well as oral and

written communication. Accreditation for the purposes of the colleges and universities granting the degrees for which compensation will be paid shall mean accreditation by the New England Association of Schools and Colleges (NEASC) or an equivalent regional accrediting agency in another region. Programs granting degrees recognized for the purposes of this Article must be reasonably rigorous, and programs delivering content primarily through on-line methods may be scrutinized to a greater extent, as will programs granting credits for "life experience."

G. The Town shall develop policy as necessary to implement this Article of the agreement in consultation with a committee of department members representing a cross section of the department in terms of rank and assignment, and including one or more members designated by the Union. The policy will guide the interpretation of this provision of the agreement as it relates to the types of degrees that can qualify for the Bachelor's and Master's Degree stipends, the colleges and programs that will be acceptable, and the procedure for notifying the Town of a degree and the proof required. In the event of a disagreement regarding the policy, the matter will be submitted to the Town Administrator for final determination. Educational incentive payments, including Quinn Bill, shall not be considered part of the regular rate for computation of contractual overtime.

H. The parties intend that any educational incentive paid hereunder will satisfy or be applied towards the requirements of any future statutory educational incentive program, should such a program be enacted and be applicable to employees of the Town. If available under such future enactment, the Town may seek financial support from the Commonwealth for such program, and may take such administrative steps as may be required to accomplish this purpose.

2. Individual Quinn Bill compensation under this Section shall continue to be subject to approval by the Higher Education Council of the degrees and courses eligible for reimbursement.

3. Starting 7/1/2011, all educational incentive payments shall be made in bi-weekly installments. For purposes of overtime, the educational incentive (including Quinn Bill) shall not be added to the base salaries of officers who are eligible for the Quinn Bill, unless an officer works more than 171 hours a month and has no offsetting credits, in which case the relevant provisions of the Fair Labor Standards Act ("FLSA") shall apply.

4. Subject to the limitations of the FLSA, no shift or other differentials shall take into account the Quinn Bill or educational incentive compensation.

5. The Town Administrator is authorized to adopt administrative procedures to implement this Section.

6. If an officer sues the Town over the implementation of this provision, the Union will support and cooperate with the Town in its defense of this provision.

7. An officer eligible for the Quinn Bill or education incentives under this Article shall not be eligible for any other education incentive from the Town, with the exception of tuition reimbursement as defined under Article 28.

#### Section 5 : Specialty Assignments

- A. The Chief may assign an Officer to the following Officer specialties: Court Officer, School Safety Officer, Investigator, and Training Officer.
- B. Any individual so designated by the Chief of Police, with the exception of the Investigator, shall receive a weekly bonus of Thirty Dollars (\$30.00), which shall not be considered part of base pay for any purpose. This compensation shall remain as long as this individual remains designated as one of the specialty officers.
- C. An officer may be designated to more than two such positions; however, he/she may not receive more than one additional specialty bonus compensation under this contract.
- D. Those individuals called back to perform their designated specialty shall not be included in Article 9, Section 2, paragraph (a), concerning guaranteed call-back. The so-called specialty assignments shall have no minimum call-back guarantee.

E. The Chief may reorganize specialty positions by substitution of a new specialty for a current specialty by giving reasonable notice to the union.

F. The specialty officer position of Investigator shall be paid at a rate equal to 5% above the top step of patrolman. The top step shall not include Step 27, unless the officer in question has met the criteria established in Section 1(d) of this Article. This amount will be used to calculate the overtime rate for contractual overtime.

#### Section 6 Officer in Charge

Effective July 1, 2005, the Police Chief, at his/her sole discretion, shall have the authority to designate, from time to time, a patrol officer to serve as Officer In Charge (the "OIC") on any shift in which a sergeant is absent from the entire shift. Such designation shall be made without consideration of seniority or equitable distribution of the designation. The designated OIC shall perform the duties of a shift supervisor for that shift. Any patrol officer who is designated as OIC shall receive an additional \$1.00 per hour for the shift on which the patrol officer serves as OIC. Such stipend shall not be part of base pay for any purpose, subject to the Fair Labor Standards Act.

#### Section 7 Defibrillator Stipend

Effective July 1, 2007, full time police officers will receive an annual \$250 defibrillator stipend for being certified in the use of defibrillator. Effective July 1, 2009 the stipend will increase to \$500. The stipend shall not be considered part of base pay for any purpose.

### **ARTICLE 13 PAYING DETAILS**

The following procedure shall be adhered to in the assignment and recording of all paying police details:

(a) All regular full-time officers will signify in writing from time to time their desires to accept or not to accept paying police details, and a current file on this subject will be maintained at police headquarters and made available upon request to the Union.

The exchanging of paying details or the use of substitutes between regular full-time officers is permitted if the officer of rank assigning details as hereinafter mentioned shall make reassignment accordingly.

(b) All assignments to paying police details shall be made by an officer of rank (a superior officer) designated by and responsible to the Chief of Police for the equitable and fair distribution of such details. All paying police details will be distributed to such officers fairly and equitably as to the number of details, type, hours and compensation thereof, and averaged on a continuing monthly basis for the purpose of this sub-paragraph. Police officers shall be given the maximum possible advance notice of paying detail assignments. Any officer who refuses a paying detail shall not be removed from the detail list, but any such refusal shall be recorded for purposes of detail assignment as a detail actually worked under the heading "detail refusal" (DR) with the detail hours noted thereof, in determining the equitable and fair distribution of details to such officers.

(c) Such officer of rank (superior officer) shall be responsible for having recorded all assigned paying details and shall have such assignments posted on detail distribution forms acceptable to the parties, daily for the attention of all officers, and said forms placed on a bulletin board at the station. Said forms shall contain sufficient information to determine whether detail assignments are being made in accordance with the provisions of this Article, and shall include among other information, the officer's name, detailed worked, name of person, firm corporation or entity served, number hours worked, type of detail, compensation received per detail, detail refusals and applicable dates.

(d) Any officer who performs a paying detail not officially assigned by such superior officer and recorded and reported as required by this Agreement will not be protected by the provisions of G. L. (Ter. Ed.) Chapter 41, Section 100, as amended.

(e) Regular full-time officers of the Police Department shall have the right of first refusal of all paying police details.

(f) An officer's claim that he/she has not received his/her fair share of details pursuant to the provisions of this Article shall constitute a grievance under this Agreement. The

Union's claim that paying details are not being distributed fairly and equitably to patrol officers shall similarly constitute a grievance under this Agreement.

(g) Detail distribution forms shall be official records of the Department and shall be made available to the Union for its inspection and use upon its request when and if removed from the bulletin board or other place of posting.

---

(h) No paying detail assignment shall be made until the person, firm, corporation or entity requesting or required to have such detail has agreed to pay the officer an hourly rate equal to one and one-half times the top step rate of Sergeant (PS-8), effective July 1, 2019; plus a 10% administration fee with a guarantee of a minimum of four (4) hours pay per detail for each officer so assigned, which is equal to four times the hourly detail rate then in effect. After four (4) hours there will be a second minimum payment, which is equal to four times the hourly detail rate then in effect. After eight (8) hours the officer shall be compensated in four (4) hour increments. Any hours worked after eight (8) hours, or on a Saturday, or between the hours of 1900 – 0700 for road and utility work, shall be paid at a rate of 1 ½ times the rate set forth under this article. Any hours worked on a Holiday as listed in Article 6, with the exception of the day before or after Christmas and the day after Thanksgiving, or on a Sunday, shall be paid at a rate of 2 times the rate set forth under this article. Weekend and holiday rates do not apply to non-profits, or Town-sponsored events. In the event any such officer is requested to work a strike detail, effective July 1, 2019, the rate shall be two times the rate set forth under this article. In the event that the officer is assigned to a direct Town detail, the Town agrees to pay such officer a rate equal to one and one-half (1.5) times the rate of the top step rate of Patrolman (PS-7). Paid details shall not include overtime work for another Town department. Contractors that fail to provide a minimum four (4) hour notice of cancellation to the police department shall incur a four (4) hour cancellation charge to be paid to the officer(s) assigned to said detail. The officer will be paid for the full requested length of the detail once work has commenced, or for the hours worked, whichever is higher. Any and all details worked for the Massachusetts Department of Transportation will be paid at \$63.00/hour, regardless of the day, time, or duration of the detail.

(i) A contractor who requests an extra-paid detail with a 7:00 a.m. start time, where no full-time officer is available to cover the detail, will be asked to consider an 8:00 a.m. start time, if the later start time will suffice for the Contractor.

(ii) If the Contractor still requests a 7:00 a.m. start time, the detail will be scheduled for 7:00 a.m., and the Town will attempt to assign a full-time police officer to

the detail. If no full-time officer is available for the 7:00 a.m. detail, the assignment will be filled by a special or reserve officer, or, if none is available, by such other state, county or Town police officer, as assigned by the Chief of Police.

(iii) If the Contractor agrees to an 8:00 a.m. start time, the detail will be scheduled for 8:00 a.m., and the Town will attempt to assign a full-time police officer to the detail. If no full-time officer is available for the 8:00 a.m. detail, the assignment will be filled by a special or reserve officer, or, if none is available, by such other state, county or Town police officer, as assigned by the Chief of Police.

(iv) This section (i) shall be without prejudice to the Chief's right to order details, for a specific time and place, for reasons of public safety.

(i) Pay Detail Calculation. The compensation for a paid detail shall commence when the police officer arrives at the paid detail. No police officer shall be paid detail time for which the officer does not work. Notwithstanding the foregoing, the minimum payments described in (h), above, shall apply to all paying details.

## ARTICLE 14 SICK LEAVE

Section 1 All officers covered by this Agreement shall be entitled to earn 8 hours of sick leave per month of employment. Sick leave shall be payable only in cases of bona fide illness or non-work-connected accident. The municipal employer shall allow the use of up to fifty-six (56) sick hours per year for the care of a sick family member by said officer.<sup>3</sup>

Section 2 Officers who, because of sickness or a non-work-connected accident, are absent for a period of more than two days or sixteen (16) hours shall be required to present a doctor's certificate to the Police Chief stating the reason and period of time the officer will be absent from work.

Section 3 An officer who uses sick leave may not work an overtime or detail shift without the Chief's permission within 24 hours of the end of the last shift covered by sick leave.

Section 4 If an employee is developing a pattern of sick leave abuse, then the Chief may require such employee to submit a certificate of illness as having been examined by a Medical Doctor, Physician's Assistant or Nurse Practitioner for every subsequent day of sick leave taken by such employee. This provision shall apply only when the employee has been previously warned in writing that there is a pattern of sick leave abuse.

Section 5 A pattern of sick leave abuse, requiring the submission of a certificate of illness as having been examined by a Medical Doctor, Physician's Assistant or Nurse Practitioner for every subsequent day of sick leave taken by an employee, shall automatically be established if the employee accumulates more than ten (10) undocumented (without a certificate from a Medical Doctor) sick days in a fiscal year beginning on July 1<sup>st</sup> and ending on June 30<sup>th</sup>.

## **ARTICLE 15** **PROMOTIONS**

Promotions shall be made based upon the following criteria:

(1) Upon the determination of a valid promotional opportunity, the Chief of Police shall convene a promotion board.

(2) Said promotion board shall consist of one (1) Massachusetts Municipal Police Officer one above the rank of the position being interviewed for, Town Administrator or his/her designee, and the Chief of Police. Interviews shall be conducted, and the applicant(s) shall be graded based upon the following criteria:

(a) Job performance: 30% of grade;

- (b) Education, experience, seniority and formal MCJTC Training: 20% of grade;
- (c) Results of the board interviews: 20% of grade; and
- (d) Assessment Center results: 30% of grade, to consist of 15% written test and 15% oral exercise. A passing score on both sections is required to remain eligible in any other portion of the promotion process.
- (e) Any officer who has successfully met their Performance goal in the Self-Initiated Activity and Productivity section of their yearly Performance Evaluation Report (score of three (3) or better in all three categories) for their last completed Yearly Evaluation shall receive one full point to be added to their final score in the promotional scoring process.

(3) After the results of the above criteria are established, the Chief shall establish a list with the top three (3) scores on same.

(4) This list shall be forwarded to the Board of Selectmen, together with the Chief's recommendation, if any.

(5) The Board shall make their appointment in accordance with the above criteria.

## **ARTICLE 16** **MISCELLANEOUS**

Section 1 Space will be provided at Police Headquarters for a Union bulletin board of reasonable size, to be supplied by the Union for the posting of announcements or other material relating to Union business. Such announcements or other material shall not be libelous, profane or indefensibly disloyal.

Section 2 Should any provision of this Agreement or any supplement, thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the

parties shall negotiate immediately for a satisfactory replacement for any such provision.

Section 3 The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or other promulgated policies by the Police Chief or the Board of Selectmen. In the event any statute(s), ordinance(s), by-law(s), or action(s) of the Town Meeting of the Town relating to or affecting officers of the Police Department provides or sets forth benefits or terms in excess of or more advantageous than the benefits or terms of this Agreement (or of the Personnel Board Salary Administration Plan of the Town), the provisions of this Agreement shall prevail.

Section 4 The Police Chief shall evaluate every sergeant on an annual basis utilizing a procedure and format negotiated by Management and the Union. Every police officer shall be evaluated by a sergeant on an annual basis utilizing a procedure and format negotiated by Management and the Union.

Section 5 The Town will only contribute 50% toward the indemnity plan and twenty seventy five percent (75%) towards the Health Maintenance Organization plan effective July 1, 2009. The employee will contribute fifty (50%) towards the indemnity plan and twenty five (25%) towards the Health Maintenance Organization plan effective July 1, 2009.

Section 6 Notwithstanding the provision of Section 1, Article 22, the Union acknowledges and agrees that the Town may implement a change in health insurance plans for bargaining unit members from "legacy or indemnity plans" to "navigator or benchmark plans" as offered by the Town in accordance with the plans through their insurance providers. In addition, the Town may establish a Health Reimbursement Account in accordance with law. The date of implementation of this provision shall be July 1, 2014, unless all Town and School unions accept these changes prior to, in which case the date of implementation will be as soon as practicable.

Section 7 The Union acknowledges and agrees that the Town may implement a Health Insurance Opt-out program for bargaining unit members.

**ARTICLE 17**  
**NON-DISCRIMINATION**

The Town and the Union agree not to discriminate in any way against employees covered by this agreement on account of race, religion, disability, creed, color, national origin, sex, sexual orientation, as defined by law, genetic information, and age, as defined by law, and any other legally protected class.

**ARTICLE 18**  
**NO-STRIKE**

**Section 1** No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

**Section 2** The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick-out, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.

**Section 3** The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

**Section 4** Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

Section 5 The Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in a court of appropriate jurisdiction to enforce this Article.

## **ARTICLE 19** **ON THE JOB INJURIES**

Section 1 Chapter 41, Section 111F. Chapter 41, Section 111F of the General Laws shall be incorporated by reference into the Agreement.

Section 2 111F Administrator. The Town shall have the sole discretion to appoint a 111F Administrator to assist in the administration of 111F claims.

### Section 3 Light Duty.

(a) Subject to the conditions set forth in this Article, the Chief may require an employee who has been on Injured on Duty (IOD) status or sick leave for more than one week and who is not hospitalized, to perform light duty for up to one year provided: that the employee is not taking medication, which would impair performance; that the Town is not contesting the employee's IOD status or sick leave; and that the Chief has determined that there is suitable bargaining unit work available for which the employee is qualified.

If the employee's physician and the Town's physician disagree as to fitness for light duty, the two physicians shall designate a third physician of the appropriate medical specialty who, at the expense of the Town, shall determine the employee's fitness for light duty, and such determination shall be binding on all parties and not subject to the grievance arbitration.

The employee may waive the one-week period and may begin light duty earlier than otherwise required. The Chief may renew the light duty assignment for additional periods, as the Chief deems appropriate. The standards for assignment to light duty shall be the same regardless of whether the officer is on IOD or sick leave status.

(b) The Chief shall assign an employee on light duty to such tasks, which are appropriate for the employee's injury and condition.

(c) The Chief at his discretion may change the employee shift, including assigning the employee to the day shift and to an administrative schedule.

(d) If an employee submits an application for disability retirement based on the injury for which the employee is receiving pay under 111F or agrees not to oppose an employer application for involuntary disability retirement, then the employee will no longer be required to perform light duty while the application is pending.

Section 4 Accrual of Benefits. When an employee has been on IOD status for more than 30 days, the employee shall cease accruing the following benefits for the duration of his leave: vacation, sick leave, clothing allowance, specialty premiums, holiday pay, and personal days. An employee who performs light duty pursuant to the provisions of this Article shall not cease to accrue the foregoing benefits.

Section 5 Outside Employment. No employee on IOD status shall engage in any other occupation, business or employment while on IOD status. This prohibition shall not apply to an officer who is already engaged in an outside job, occupation or employment at the time of his or her injury, as long as that outside job, occupation or employment does not aggravate the officer's injury. Further, that outside job, occupation or employment cannot be converted from a part-time position to a full time position while the officer remains on Injured-On-Duty leave.

#### Section 6. Termination of Benefits

- A. The Town may terminate eligibility for benefits pursuant to M.G.L. c. 41, §§100 or 111F upon the occurrence of any of the following:
  - (a) employee's failure to release medical records requested by the Town or its physician;
  - (b) employee's lack of cooperation with the evaluation or review process including providing untruthful information to medical personnel;
  - (c) employee's failure to adhere to treatment recommendations or engaging in activities which the employee would reasonably understand to hinder his/her recovery from injury; or
  - (d) employee refuses a light duty assignment that he is medically able to perform.

B. For employees hired after July 1, 2010, after the employee has been on leave for 12 months, 111F benefits will be reduced as follows: after 12 months to 80%; after 15 months, to 75%; after 18 months, to 72%. The Town shall have the right to make exceptions (in writing) to the reduction of benefits based upon medical information, in its sole discretion. Nothing in the agreement shall affect the Town's right to file for involuntary retirement at an earlier time if indicated, in the judgment of the Town.

## **ARTICLE 20** **WAIVER**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

## **ARTICLE 21** **LICENSE REQUIREMENTS**

All police officers shall possess a valid and current Massachusetts or Rhode Island driver's license. Failure to possess such a license shall constitute just cause under Article 3 for disciplinary action by the Town.

## **ARTICLE 22** **SEAT BELT REQUIREMENT**

All police officers shall wear seat belts while driving in a motor vehicle while on duty or at any time in a Town-owned motor vehicle. Failure to wear seat belts shall constitute just cause under Article 3 for disciplinary action by the Town.

**ARTICLE 23**  
**FIRST RESPONDER TRAINING**

Employees covered under this Agreement shall meet the requirements of Massachusetts General Laws, Chapter 111, Section 201 as a condition of employment, which will include:

- (a) C. P. R. certification each year.
- (b) First aid, as required by first responder training law.

**ARTICLE 24**  
**FIREARMS PROFICIENCY**

Officers shall meet such reasonable firearms proficiency and marksmanship standards, as may be established by the Chief of Police. Such standards shall be a condition of employment, and failure to meet the standards shall constitute just cause under Article 3; provided, however, all officers shall have an adequate opportunity for prior training or retraining prior to any final firearm proficiency test.

**ARTICLE 25**  
**ALCOHOL AND DRUG TESTING POLICY**

All police officers covered under this agreement shall comply with the requirements of the Town of Southborough Alcohol and Drug Testing Policy.

**ARTICLE 26**  
**EMPLOYEE SHIFT SCHEDULES**

In June and December of each year, all members of the bargaining unit, excluding specialists, shall submit a preference to the Chief for the six month periods beginning July 1 and January 1, in accordance with the following provisions.

- a. Each employee of the bargaining unit shall submit a bid, expressing his or her preferences for shift assignment.

- b. Such employee shall denote first, second and third choices for shift assignment. If an Officer fails to qualify for his/her first choice of shift preference due to seniority, he/she shall be awarded his/her second choice by seniority; and then his/her third choice. It is expressly understood by the parties that such shift bid shall be for tours of duty only and shall not be for job assignment and/or duties.
- c. Employees shall be assigned to shifts by departmental seniority within rank in accordance with the order of their highest shift preference, unless such preference for any employee is demonstrably detrimental to the efficient operation of the Department. If the Chief denies an employee his shift preference he shall provide the employee a detailed written explanation of the reasons that his assignment to his preferred shift would be detrimental to the efficient operation of the Department. Anyone dissatisfied by the explanation shall have the right to meet with the Chief and the Town Administrator to address any concerns. However, such assignments shall not be subject to arbitration.
- d. Nothing in this Article shall diminish the Town's ability to determine the level of services or staffing to be provided by the Police Department in general, or on any particular shift. It shall be up to the Chief to determine the schedules and shifts available for bidding and the number of employees needed.
- e. Employees on extended leave (e.g., due to illness, injury, etc.) may be administratively reassigned to a different shift to aid in communications with the department or to allow for the assignment to limited duty. The Chief may make reassignments fill any vacancies by seeking volunteers based on seniority, or in the absence of volunteers, by inverse seniority, subject to the Chief's assignment rights as expressed in Section c., above. Officers in their first year of employment with the police department may be assigned to different shifts at the Chief's discretion as an aid to their training.

## ARTICLE 27

### FLEXIBLE SPENDING ACCOUNTS

The Town will implement Flexible Spending Accounts and Health Savings Accounts for all interested employees. The accounts will be funded by employee contributions in accordance with the terms of the plan and applicable law. The plan will be administered using an administrator of the Town's choosing.

---

## ARTICLE 28

### TUITION REIMBURSEMENT

The Town agrees to reimburse the Officer for course, tuition, lab fees, and school fees for certain eligible courses with the following conditions:

- A. That the course be from an accredited institution, and be a required portion of the Officer's degree program in Police Science, Public Administration, or Business Administration. Such information shall be provided and approved by the Chief in writing prior to enrollment in the course. The cost of a class shall be comparable to that of a class at a State Institution. Any course must be first approved by the Chief of Police.
- B. That the course could not be paid for under any other means (except by the Officer with his/her own funds), including but not limited to Federal or State assistance for Law Enforcement Officers or Veterans, etc. Certification must be presented in writing prior to registration for each course.
- C. Officers must attain a grade for the course of "B" or better, and provide proof of full payment for the course by the Officer.
- D. The Town will allocate \$15,000 annually to support this Article, for the duration of the Agreement."

## ARTICLE 29

### SICK LEAVE BANK

#### A. Purpose

A voluntary Sick Leave Bank will be maintained for use by qualified members whose sick leave accumulation is exhausted through illness or accident, and who require additional leave to permit recovery from extended illness.

#### B. Membership

Employees who wish to join the Bank, and who meet the eligibility requirements, will, during August of their second year, or any subsequent month of August, contribute one (1) day,

or 8 hours, of their accumulated sick leave to the Bank. Employees may join the bank only in August. When a bargaining unit member retires (non-disability) whom is not entitled to sick time buy back, an amount not to exceed 50% of the bargaining unit member's earned accumulated sick time will be added to the sick bank fund.

**C. Administration of the Bank**

1. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of one (1) member of the Police Department's administration as determined by the Police Chief, one (1) member of the Town as determined by the Town Administrator, and two (2) members designated by the Union. Records pertaining to the Bank shall be maintained by the Town.

2. The decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be by a majority of members voting and shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Leave Bank Committee itself. A favorable decision requires three votes.

3. Decisions relating to the grant of days from the bank shall not affect the Town's right to make determinations regarding any employee relations matter, including determinations regarding the appropriateness of any employee's use of sick leave.

**D. Eligibility Requirements for Joining the Bank**

Qualified members of the Sick Leave Bank shall be limited to Employees covered by this Agreement who have accumulated at least ten (10) days to gain initial entry into the Bank.

**E. Application for Benefits**

Individual petitions will be presented to the Sick Bank Committee by interested parties in writing, and must be accompanied by medical evidence of illness from a Medical Doctor. Petitions relating to drug and/or alcohol illness are not allowable for coverage under this Article.

**F. Granting of Days**

1. The initial grant of sick leave by the Sick Leave Bank Committee shall not exceed twenty (20) days.

2. Upon completion of the twenty (20) day period, additional days may be granted by the Sick Leave Bank Committee upon demonstration of need by the applicant. It should be understood that it is not automatic that an employee will be covered for the entire illness.

3. Days will not be granted to permit an individual to stay home to care for other members of the family, with the exception of minors living with the employee.

4. Days granted but not used by the applicant will be returned to the Bank.

**G. General Criteria**

In administering the Bank and in determining the amount of leave, the following general criteria shall be applied by the Sick Leave Bank Committee:

1. medical evidence of serious illness;
2. prior utilization of eligible sick leave; and
3. other lawful factors as a majority of the Sick Leave Bank Committee may deem appropriate.

H. Return to Employment

Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave on the same basis as other employees.

I. Funding

1. The unused days in the Sick Leave Bank shall be carried from year to year.
2. In the event the Sick Leave Bank goes below twenty (20) days, it will be the union members' responsibility to replenish the Sick Leave Bank.

1. When an employee returns after using the Bank, he/she shall be required to deposit one (1) day into the Bank at the start of the next fiscal year.

**ARTICLE 30**  
**DURATION OF AGREEMENT**

This Agreement shall take effect as of July 1, 2019, and shall continue in full force and effect to and including June 30, 2022, and shall be automatically renewed from year to year thereafter unless, at least thirty (30) days prior to January 1, 2022, or at least ninety (90) days prior to July 1 of any succeeding year, either party notifies the other in writing of its desire to change, amend or terminate this Agreement. In the case of a modification, said notice shall set forth the sections of this Agreement, which the parties desire to modify. Within fifteen (15) days of the receipt of the notice of intent to modify or terminate from either party, the parties shall proceed to bargain collectively in respect thereto.

Continuation Clause. If negotiations are not completed prior to July 1, 2022, this contract shall continue in force and effect.

DATED this 4<sup>th</sup> day of JUNE 2019.

**TOWN OF SOUTHBOROUGH**  
By Its Board of Selectmen

Tianhua  
John Brancato  
Don Tolendro  
Ca. S.

**LOCAL 167, MASSACHUSETTS  
COALITION OF POLICE**

E. H.