

## AGREEMENT

Now Come the Town of Acton ("Town"), Massachusetts Coalition of Police ("MassCOP") and the International Brotherhood of Police Officers ("IBPO") and state, since there are funds available to provide police officers a wage increase this fiscal year, and the parties wish to avoid the unavailability of these funds as of June 30, 2006, the parties agree as follows:

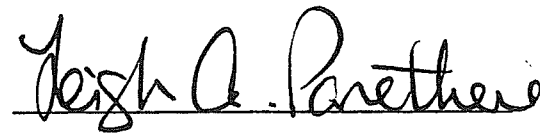
1. The Town shall grant wage increases (two (2.0%) percent effective July 1, 2005, and two (2.0%) percent effective January 1, 2006) to all police officers and sergeants in the Acton Police Department.
2. The collective bargaining agreement between the Town of Acton and IBPO Local 334 will be extended from July 1, 2005 to June 30, 2006 with no changes, except the wage increase in paragraph 1.
3. MassCOP and IBPO agree not to challenge the granting of the wage increase. Any negotiations between the Town and Police unions will not contain any provisions to any date earlier than July 1, 2006. This Agreement is without prejudice to the negotiations for an agreement effective July 1, 2006.
4. The Town shall distribute a copy of Attachment A to all employees with the paycheck giving them a raise.
5. The parties agree that this Agreement shall not impact or be used to effect the pending action at the Massachusetts Labor Relations Commission entitled, Town of Acton and Massachusetts Coalition of Police, AFL-CIO, MCR-05-5162.

TOWN OF ACTON



Don P. Johnson

MASSACHUSETTS COALITION  
OF POLICE



Tergh A. Paretherie

INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS



C. A. Brown

## ATTACHMENT A

Dear Officer:

With this paycheck all patrolmen and sergeants have been granted wage increases (two (2%) percent, effective July 1, 2005 and two (2%) percent, effective January 1, 2006). Although contract negotiations are on hold pending the resolution of the Massachusetts Coalition of Police's petition to represent the Superior Officers, both the Massachusetts Coalition of Police and the International Brotherhood of Police Officers have agreed not to oppose these raises at this time because the funds for the raises will not be available after June 30. An election will soon be scheduled given certain officers an opportunity to elect either MassCOP or the IBPO as their bargaining representative or no representative. The Town of Acton agrees to bargain with the winner of this election for a contract effective July 1, 2006.

TOWN OF ACTON

MassCOP

IBPO

## MEMORANDUM OF AGREEMENT

NOW COME the parties, the Town of Acton and the International Brotherhood of Police Officers, Local 334 and agree to extend the existing collective bargaining agreement, otherwise scheduled to terminate on June 30, 2004, for a period of one (1) year, July 1, 2004 through June 30, 2005 subject to the following:

1. All the terms of the present agreement shall continue for a period of one (1) year, July 1, 2004 through June 30, 2005 with the following modifications:
  - (a) The salary schedule contained in Article 5 shall be amended to reflect a four (4%) percent increase effective July 1, 2004.
  - (b) Section 5.5 the first paragraph first sentence is amended to read as follows:

Police Officers shall be paid contract overtime for all hours worked in excess of eight (8) in a day or an average of forty (40) hours in a week and shall be paid at a rate of 150% of the officers base hourly rate.

Section 5.5 the second paragraph remains as is.

- (c) Add a new Section 5.9

The parties agree the Town has adopted a work period of twenty eight (28) consecutive days to determine overtime pay as required by the Fair Labor Standards Act (FLSA). A police officer shall be paid time and one-half his/her regular rate for all hours worked in excess of 171 hours in work period of twenty-eight (28) consecutive days. Sick leave, vacation, personal leave, bereavement leave, line of duty injury time and any other paid leave and time not worked by an officer under a guaranteed pay for a minimum number of hours shall not be considered hours worked under the FLSA.

The FLSA regular rate shall be determined pursuant to the FLSA regulations. The Town of Acton will calculate and furnish each individual police officer's his/her FLSA overtime rate.

2. The parties acknowledge they entered into an agreement by which the Town of Acton would support an April 1998 Annual Town Meeting Article put forth by the Union, which urged the voters of the Town to accept MGL Ch 41, Section 108, "the Quinn Bill." One of the keystones in the decision process of the Town of Acton was an agreement between the parties that remuneration received by a police officer under the terms of the Quinn Bill was not to be included in the calculation of either the contractual overtime rate or the Federal Labor Standards Act ("FLSA") overtime rate. Subsequent to the Agreement, on December 2, 2003 the United States Court of Appeals for the First Circuit ruled that Quinn Bill payments are to be included in the calculation of the FLSA overtime rate.

The parties now acknowledge the Town of Acton's failure to include Quinn Bill payments in the calculation of the FLSA overtime rate was based upon the best information at that time and agreed to by the Union. As such, the parties agree it was not a willful violation of the FLSA. The parties further acknowledge the statute of limitations under FLSA is two years for non-willful violations. The Town of Acton acknowledges that the two year repayment obligation caused by not including Quinn Bill payments in the FLSA overtime rate calculation is not waived by this agreement.

3. The terms of this Memorandum of Agreement are subject to ratification by the bargaining unit employees and approval by the Town Manager. The cost items are subject to funding by the Town Meeting.

International Brotherhood of  
Police Officers, Local 334

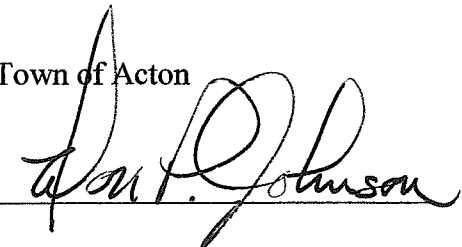
  
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Date July 1, 2004

Town of Acton

  
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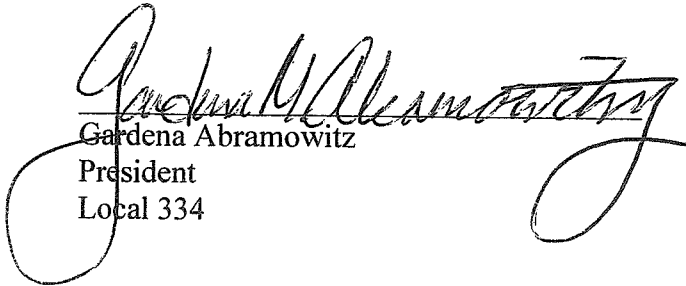
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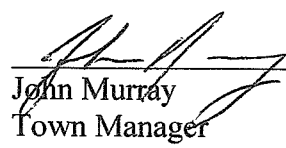
Date 7/1/04

The parties agree to the following changes to the Current collective bargaining Agreement between the Town of Acton and IBPO Local 334 due to expire on June 30, 2003.

1. The current duration clause is extended to cover the period of 7/1/03 to 6/30/04
  2. All provisions of the current CBA remain as is, except for:
    - a. Article 5 Compensation tables
      - i. Shall be increased 3-1/2 % for the period 7/1/03-6/30/04. See attached schedule.
    - b. Article 5 shall be amended to define employees eligible for the Quinn Bill as "All officers hired after July 1, 1997 and those officers eligible for the Quinn Bill under MGL"
    - c. Article 11 – Details
      - i. Minimum detail - 4 hours of pay. 8 hours minimum pay for all details in excess of 4 hours.
      - ii. Ability to work out of Town details is granted subject to the following wording:
        1. Officers shall be permitted to work out-of-Town details In contiguous towns subject to the Chief's or his designees discretion and subject of the policy of in-Town details. The exercise of this discretion shall not be subject to the grievance and arbitration provisions of the contract.
- Billing for the out-of-Town details shall be the responsibility of the Town of Acton and will include the standard administrative fee.
- iii. Strike Duty Rate to be double of normal detail rates
  - iv. Detail Rates
    1. Art. 11.2.A – Modify the current \$32/hr rate to \$39/hr.
    2. Art 11.2.B, 11.2.C, 11.2.D – Modify the rate from \$42/hour to \$49/hour
  - d. Article 6.8 – Compensatory Days 5-2 Employees will be amended as follows. The phrase "(6) days off during the course of the calendar year" shall be changed to "(6) days off during the course of the fiscal year" on 6/30/04. Further all officers eligible for compensatory days for calendar year 2004 shall only be allowed to utilize 3 days off between 1/1/04 and 6/30/04.

Tuesday, July 1, 2003

  
Gardena Abramowitz  
President  
Local 334

  
John Murray  
Town Manager  
Town of Acton

# RUBIN AND RUDMAN LLP

COUNSELLORS AT LAW

50 ROWES WHARF • BOSTON, MASSACHUSETTS 02110-3319

TELEPHONE: (617) 330-7000 • FACSIMILE: (617) 439-9556 • EMAIL: FIRM@RUBINRUDMAN.COM

Paul J. Hodnett  
Direct Dial: (617) 330-7134  
E-mail: phodnett@rubinrudman.com

June 30, 2003

Martin Conway  
National Representative  
International Brotherhood of Police Officers  
25 Linnell Circle  
Billerica, MA 01821

RE: Cruiser Fee

Dear Mr. Conway:

This correspondence shall confirm our conversation of Friday June 27, 2003 regarding the above captioned matter.

The Town of Acton and Local 334, IBPO have discussed the implementation of a cruiser fee for private paid details. The Union, preferring not to have the cruiser fee referenced in the collective bargaining agreement or side letter, agrees that the Town of Acton at its discretion may set and charge a cruiser fee for private paid details.

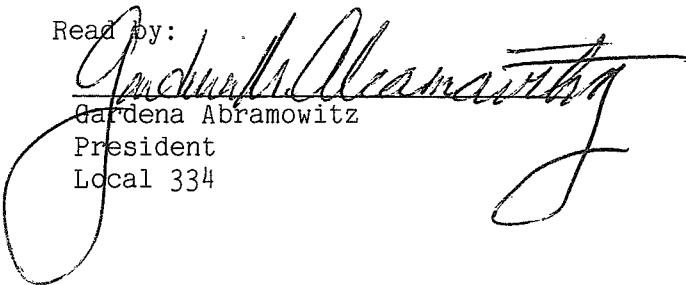
Please call me if you have any questions.

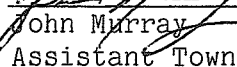
Very truly yours,

Paul J. Hodnett

PJH/jn  
cc: John Murray

Read by:

  
Gardena Abramowitz  
President  
Local 334

  
John Murray  
Assistant Town Manager  
Town of Acton

558374\_1/8711-1

**Effective July 1, 2003 Quinn (3.5%)**

		Day	Night	Day	Night	Day	Night
<b>P1</b>	Hourly	\$18.12498	\$18.52498	\$19.25683	\$19.65683	\$20.27832	\$20.67832
	Bi-weekly	\$1,450.00	\$1,483.12	\$1,540.55	\$1,573.67	\$1,622.27	\$1,655.39
	Annual	\$37,699.96	\$38,561.08	\$40,054.21	\$40,915.33	\$42,178.91	\$43,040.03
<b>P2</b>	Hourly	\$21.68397	\$22.08397	\$22.75051	\$23.15051	\$24.09155	\$24.49155
	Bi-weekly	\$1,734.72	\$1,767.84	\$1,820.04	\$1,853.16	\$1,927.32	\$1,960.44
	Annual	\$45,102.66	\$45,963.78	\$47,321.07	\$48,182.19	\$50,110.42	\$50,971.54

38531.96

40,886.21

43,010.91

45,934.66

48,153.06

50,942.42

**Effective July 1, 2003 Non-Quinn (3.5%)**

		Day	Night	Day	Night	Day	Night
<b>P1</b>	Hourly	\$19.03840	\$19.43840	\$20.22730	\$20.62730	\$21.30027	\$21.70027
	Bi-weekly	\$1,523.07	\$1,556.19	\$1,618.18	\$1,651.30	\$1,704.02	\$1,737.14
	Annual	\$39,599.87	\$40,460.99	\$42,072.78	\$42,933.90	\$44,304.56	\$45,165.68
<b>P2</b>	Hourly	\$22.77676	\$23.17676	\$23.89704	\$24.29704	\$25.30566	\$25.70566
	Bi-weekly	\$1,822.14	\$1,855.26	\$1,911.76	\$1,944.88	\$2,024.45	\$2,057.57
	Annual	\$47,375.66	\$48,236.78	\$49,705.84	\$50,566.96	\$52,635.77	\$53,496.89

40,431.87

42,904.78

45,136.5

48,207.66

50,537.84

53,467.77

original

**AGREEMENT**

**BETWEEN**

**THE TOWN OF ACTON**

**And**

**INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 334**

**JULY 1, 2000 - JUNE 30, 2003**



## Table of Contents

	PAGE
ARTICLE 1 – Recognition .....	1
ARTICLE 2 – Discrimination .....	1
ARTICLE 3 – Seniority/OICs .....	1
ARTICLE 4 - Bulletin Boards .....	3
ARTICLE 5 – Compensation .....	4
ARTICLE 6 – Leave .....	6
ARTICLE 7 - Court Appearance .....	9
ARTICLE 8 – Vacations .....	10
ARTICLE 9 – Holidays .....	13
ARTICLE 10 – Shifts .....	13
ARTICLE 11 - Extra Paid Detail and Overtime .....	13
ARTICLE 12 - Health, Safety, Uniforms .....	15
ARTICLE 13 - Grievance Procedure .....	15
ARTICLE 14 - Management Rights and Other Rights .....	16
ARTICLE 15 - Educational Incentive .....	18
ARTICLE 16 – Insurance .....	20
ARTICLE 17 - Physical Examination .....	20
ARTICLE 18 - Injury Leave .....	21
ARTICLE 19 - Agency Service Fee .....	21
ARTICLE 20 – Duration .....	22
ARTICLE 21 - Video Cameras .....	22
October 17, 1998 Side Letter (Delete)	
March 3, 1995 Side Letter .....	24

## AGREEMENT

Articles of Agreement made and entered as of 1983, by and between the Town of Acton, Massachusetts, hereinafter called the "Town", and the Acton Branch of the International Brotherhood of Police Officers, hereinafter called the "Union".

## **ARTICLE 1 - RECOGNITION**

- 1.1 The Town of Acton recognizes the Acton Branch of the International Brotherhood of Police Officers, Local 334, hereinafter called the "Union", as the exclusive collective bargaining agent for all police officers, excluding the Chief of Police, Lieutenants and special or auxiliary police officers. The parties recognize that Massachusetts General Law Chapter 150E governs the relationship between the parties.

## **ARTICLE 2 - DISCRIMINATION**

- 2.1 All police officers shall have the right to join the Union and to engage in Union activity. There shall be no intimidation, coercion or discrimination of any kind against any police officer because of membership in or activity on behalf of the Union, or because of lack of such membership or activity.

## **ARTICLE 3 - SENIORITY**

- 3.1. All the police officers shall be placed on shifts in accordance with seniority within the rank except that the Chief may assign officers on the force for less than six (6) months to any shift which he may select and except that nothing in this Article shall be deemed to affect the right of the Chief to make such shift assignments as are reasonably necessary to maintain efficiency.
- 3.2. On the effective date of this Agreement a list of shifts for each rank shall be posted on the bulletin board in the police station. Officers in each rank shall pick their shifts in order of seniority.
- 3.3. Whenever a temporary vacancy occurs in any shift, it shall be posted for five (5) days on a bulletin board in the station. The senior police officer within the rank that requests the vacancy in writing shall be given the shift. Any shift vacancy will be offered to the regular police officer or a full-time officer. A vacancy shall include absences of duty due to vacations, long term illnesses, schooling, holidays, personal days and sick days. The Town is under no obligation to fill a vacancy.
- 3.4. Seniority is defined as the length of time within the rank, as determined by the date of appointment. In the case of tie, the date of appointment to the next lower rank shall prevail, and in the case of tie between patrolmen, position on the civil service list shall prevail. If a tie still exists, the length of employment in the Department shall prevail.
- 3.5. An officer assigned to duties of the Chief shall be paid the Chief's rate starting the third full day of such assignment or on being on call in such capacity.

### 3.6. Sergeants and OICs.

- 3.6.1 Sergeant and OIC can sign up for all vacant scheduled sergeant shifts.
- 3.6.2 OIC cannot fill vacant scheduled sergeant's shift unless no sergeant wants said shift.
- 3.6.3 Vacant shifts per 3.6.1 and 3.6.2 will be filled by seniority within the sergeant's pool and the OIC pool.
- 3.6.4 OIC seniority is defined as length of time as OIC.
- 3.6.5 All vacancies for scheduled sergeant's shifts shall be posted for five days on the bulletin board. All posted vacant shifts will be assigned 72 hours prior to vacancy and there will be no bumping less than 72 hours prior to the shift. If the supervisor's slot on the shift becomes vacant less than 72 hours, but more than 24 hours prior to the time of the shift, the "sergeant list" followed by the "OIC List" will be called by the on duty supervisor, and the shift will be assigned 24 hours prior to the shift. Bumping rights expire at the 24-hour mark. If the vacancy becomes known within 24 hours prior to the time of the shift, the "sergeants List" followed by the "OIC List" will be called by the on duty supervisor, and the shift will be assigned based on the "Order In" list after the expiration of a two hour time period from the time the first call was placed, if possible. If an OIC is assigned to a shift per this paragraph, all patrol officer shift vacancies for said shift shall be filled in accordance with Article 14.2.7.
- 3.6.6 All union members are responsible for maintaining a contact number/location on a daily basis.
- 3.6.7 The chief is not required to schedule a sergeant for every shift. If no sergeant is scheduled for a shift and multiple OIC's are scheduled for the shift, the senior OIC scheduled shall supervise the shift. Should a vacancy occur on a shift with no sergeant scheduled and an OIC is working said shift, then the vacancy shall be filled by calling the seniority list starting with the sergeants. If there is no sergeant that wants the said shift and multiple OIC's are working, the senior OIC shall supervise the shift.
- 3.6.8 A sergeant or OIC must be on every shift, and if no sergeant or OIC requests to fill a vacant shift, the chief or his designee shall order in from a combined sergeant and OIC pool.

### 3.7 OIC Testing Procedure

- 3.7.1 It is agreed that all sergeants and up to five patrol officers selected in accord with paragraph 2 below shall be subject to being called in to fill a vacancy in a shift caused by the absence of a sergeant or other supervisory officer.
- 3.7.2 The Town agrees to provide at its expense a test to be administered to patrol officers by an outside agency selected by the Town. All applicants shall be ranked and selected in accord with the grades received on the test.
- 3.7.3 The applicants who receive the highest grades shall be selected to be called in to replace a sergeant or other officer.
- 3.7.4 If any of the patrol officers selected above terminate their employment or are otherwise ineligible to be called in to fill vacant supervisory shifts, replacements will be selected on the basis of the patrol officer who received the next highest grade on the test above 70%, and so on.
- 3.7.5 Patrol officers must be employed as permanent employees of the department for not less than one year in order to qualify to take the examination.
- 3.7.6 In the event of a tie, the priority for selection shall be determined by the Police Chief, based on training and experience of the candidates.

#### **ARTICLE 4 - BULLETIN BOARDS**

- 4.1 The Town shall provide space for a bulletin board in the police station to be used by the Union for the posting of notices concerning Union business and activities. Nothing inflammatory shall be posted upon said bulletin board.

**ARTICLE 5 – COMPENSATION**

**Police Salary Schedule FY 2000 - FY 2003**

**Effective July 1, 2000 Quinn (3%)**

Pay Grade	Pay Frequency	Step 1		Step 2		Step 3	
		Day	Night	Day	Night	Day	Night
P1	Hourly	\$16.26910	\$16.66910	\$17.28505	\$17.68505	\$18.20195	\$18.60195
	Bi-weekly	\$1,301.53	\$1,333.53	\$1,382.80	\$1,414.80	\$1,456.16	\$1,488.16
	Annual	\$33,839.72	\$34,671.72	\$35,952.91	\$36,784.91	\$37,860.06	\$38,692.06
P2	Hourly	\$19.46367	\$19.86367	\$20.42100	\$20.82100	\$21.62473	\$22.02473
	Bi-weekly	\$1,557.09	\$1,589.09	\$1,633.68	\$1,665.68	\$1,729.98	\$1,761.98
	Annual	\$40,484.44	\$41,316.44	\$42,475.69	\$43,307.69	\$44,979.43	\$45,811.43

**Effective July 1, 2000 Non-Quinn (3%)**

Pay Grade	Pay Frequency	Step 1		Step 3		Step 2	
		Day	Night	Day	Night	Day	Night
P1	Hourly	\$17.08899	\$17.48899	\$18.15615	\$18.55615	\$19.11926	\$19.51926
	Bi-weekly	\$1,367.12	\$1,399.12	\$1,452.49	\$1,484.49	\$1,529.54	\$1,561.54
	Annual	\$35,545.10	\$36,377.10	\$37,764.80	\$38,596.80	\$39,768.06	\$40,600.06
P2	Hourly	\$20.44456	\$20.84456	\$21.45014	\$21.85014	\$22.71452	\$23.11452
	Bi-weekly	\$1,635.57	\$1,667.57	\$1,716.01	\$1,748.01	\$1,817.16	\$1,849.16
	Annual	\$42,524.69	\$43,356.69	\$44,616.29	\$45,448.29	\$47,246.21	\$48,078.21

**Effective July 1, 2001 Quinn (4%)**

Pay Grade	Pay Frequency	Step 1		Step 2		Step 3	
		Day	Night	Day	Night	Day	Night
P1	Hourly	\$16.91986	\$17.31986	\$17.97646	\$18.37646	\$18.93003	\$19.33003

	Bi-weekly	\$1,353.59	\$1,385.59	\$1,438.12	\$1,470.12	\$1,514.40	\$1,546.40
	Annual	\$35,193.31	\$36,025.31	\$37,391.03	\$38,223.03	\$39,374.46	\$40,206.46
P2	Hourly	\$20.24222	\$20.64222	\$21.23785	\$21.63785	\$22.48972	\$22.88972
	Bi-weekly	\$1,619.38	\$1,651.38	\$1,699.03	\$1,731.03	\$1,799.18	\$1,831.18
	Annual	\$42,103.82	\$42,935.82	\$44,174.72	\$45,006.72	\$46,778.61	\$47,610.61

**Effective July 1, 2001 Non-Quinn (4%)**

Pay Grade	Pay Frequency	Step 1		Step 2		Step 3	
		Day	Night	Day	Night	Day	Night
P1	Hourly	\$17.77255	\$18.17255	\$18.88240	\$19.28240	\$19.88403	\$20.28403
	Bi-weekly	\$1,421.80	\$1,453.80	\$1,510.59	\$1,542.59	\$1,590.72	\$1,622.72
	Annual	\$36,966.90	\$37,798.90	\$39,275.39	\$40,107.39	\$41,358.78	\$42,190.78
P2	Hourly	\$21.26235	\$21.66235	\$22.30814	\$22.70814	\$23.62311	\$24.02311
	Bi-weekly	\$1,700.99	\$1,732.99	\$1,784.65	\$1,816.65	\$1,889.85	\$1,921.85
	Annual	\$44,225.68	\$45,057.68	\$46,400.94	\$47,232.94	\$49,136.06	\$49,968.06

**Effective July 1, 2002 Quinn (3.5%)**

Pay Grade	Pay Frequency	Step 1		Step 3		Step 2	
		Day	Night	Day	Night	Day	Night
P1	Hourly	\$17.51206	\$17.91206	\$18.60563	\$19.00563	\$19.59258	\$19.99258
	Bi-weekly	\$1,400.96	\$1,432.96	\$1,488.45	\$1,520.45	\$1,567.41	\$1,599.41
	Annual	\$36,425.08	\$37,257.08	\$38,699.72	\$39,531.72	\$40,752.57	\$41,584.57
P2	Hourly	\$20.95070	\$21.35070	\$21.98117	\$22.38117	\$23.27686	\$23.67686
	Bi-weekly	\$1,676.06	\$1,708.06	\$1,758.49	\$1,790.49	\$1,862.15	\$1,894.15
	Annual	\$43,577.45	\$44,409.45	\$45,720.84	\$46,552.84	\$48,415.86	\$49,247.86

**Effective July 1, 2002 Non-Quinn (3.5%)**

Pay Grade	Pay Frequency	Step 1		Step 2		Step 3	
		Day	Night	Day	Night	Day	Night
P1	Hourly	\$18.39459	\$18.79459	\$19.54328	\$19.94328	\$20.57997	\$20.97997
	Bi-weekly	\$1,471.57	\$1,503.57	\$1,563.46	\$1,595.46	\$1,646.40	\$1,678.40
	Annual	\$38,260.74	\$39,092.74	\$40,650.03	\$41,482.03	\$42,806.34	\$43,638.34
P2	Hourly	\$22.00653	\$22.40653	\$23.08893	\$23.48893	\$24.44991	\$24.84991
	Bi-weekly	\$1,760.52	\$1,792.52	\$1,847.11	\$1,879.11	\$1,955.99	\$1,987.99
	Annual	\$45,773.58	\$46,605.58	\$48,024.97	\$48,856.97	\$50,855.82	\$51,687.82

5.1 Effective July 1, 2000, the salaries of employees covered by this Agreement shall be increased by three percent (3%) as shown above.

Effective July 1, 2001, the salaries of employees covered by this Agreement shall be increased by four (4%) percent as shown above.

Effective July 1, 2002, the salaries of employees covered by this Agreement shall be increased by three and one half (3.5%) percent as shown above.

Officers paid on the Quinn Bill schedule shall be all officers hired after July 1, 1997 and those officers eligible for the Quinn Bill.

5.2 Officers working the evening and night shift approximately between 4 P.M. and 12 Midnight and 12 Midnight and 8 A.M. shall receive for such periods a pay differential of forty (40 cents) per hour in excess of their base salary.



- we don't have one*
- payroll falls to special pay*
- 5.3 The officers assigned to and performing the duties of Detective, Youth Officer/Detective and Prosecuting Officer for the department shall each be paid an additional sum of one hundred dollars (\$100.00) per month in excess of base salary. The officers assigned to and performing the duties of official police photographer and safety officer, shall each be paid the additional sum of fifty dollars (\$50.00) per month in excess of base salary.
- 5.4 A police officer called back to work at any time when he/she would not normally be working shall be paid for a minimum of four hours of work regardless of the time actually worked by said officer.
- 5.5 All hours worked in excess of eight (8) in a day or an average of forty (40) hours in a week shall be paid at a rate of 150% of the officer's regular pay.
- Cowan*

Effective on the first day covered by the first payroll on or after July 1, 1999, paid time off as set forth in this agreement, excluding sick time, will be treated as time worked in calculating overtime. Sick time used within a 28 day period will not count as hours worked for calculating overtime during that 28 day period. For implementation, the officers will receive their normal pay and the amount paid will be reconciled every 28 days with the amount they should have received. If the Town owes money, it will be included in the next check, and if the officer has been over-paid, the amount will be deducted from their next check.

- 5.6 A police officer may be held back a step on the basis of performance at the recommendation of the Police Chief and approval of the Town Manager.
- 5.7 As a result of the affirmative passage of Article 8 of the June 21, 1973 Special Town Meeting, the revolving fund established by Article 13 of the 1973 Annual Town Meeting is funded.
- 5.8 Officers deemed proficient by the Chief in the use of firearms shall receive a proficiency stipend of three hundred dollars (\$300.00) per year payable in the first payroll period in December.

## ARTICLE 6 - LEAVE

### 6.1 SICK LEAVE

- 6.1.1 Each officer shall be granted fifteen (15) days paid leave for illness in each year. Each officer may accumulate 140 unused days of sick leave from year to year.
- 6.1.2 The Chief shall maintain a complete and current record of all sick leave accumulation for each officer and shall make that record available to that officer upon request.

- 6.1.3 At the start of a single, continuous, prolonged illness, a regular full-time officer or regular part-time officer working twenty (20) hours or more a week may be given three (3) days of sick leave for each day of regular sick leave accumulated, if necessary, up to a maximum of one hundred and forty (140) days, on the recommendation of the Chief with the approval of the Town Manager. A written statement from the officer's doctor on the nature and probable duration of the illness shall be required. If extended sick leave is given, the officer will have an accumulation of zero (0) sick days on his/her return to work.
- 6.1.4 Sick leave may be used only for illness or injury to the officer, and only while in the employment of the Town. No sick leave accumulations may be considered as a basis for payment upon termination of employment. In order to be eligible to be granted sick leave, the officer must notify his/her supervisor of his/her sickness or injury, time expected to be incapacitated and when he/she expects to return to work. The Chief or designee is expected to check on such absences and to check with the doctor and to obtain the doctor's certification if, in his/her judgment, the situation demands such certification.
- 6.1.5 The Employer has the authority to administer progressive discipline in situations in which it can be proved that an employee is abusing sick leave. Evidence of sick leave abuse may include submitting of false information concerning the reason for the need to use sick leave and an officer's repeated pattern of taking sick leave in conjunction with holidays and other paid leave.
- 6.2 PERSONAL LEAVE: The Chief may authorize excused absences with pay up to a maximum of three (3) working days during the fiscal year for unforeseen or unusual situations requiring the absence of a regular full-time officer for all or a portion of a working day.
- 6.3 FUNERAL LEAVE
- 6.3.1 Payment will be made for lost time up to three (3) days because of the death of a parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.
- 6.3.2 Individual consideration may be given by the Town Manager for longer absences, or for absences because of the death of any relative for whose care and support the individual is primarily responsible.

6.4. MILITARY LEAVE

6.4.1 Officers shall be entitled to a leave of absence during the time of their compulsory service in the armed forces of the Commonwealth or during a compulsory annual tour of duty not exceeding seventeen days as a member of the reserve component of the armed forces of the United States, and shall receive the difference between their base pay for such service and their regular rate of compensation from the Town. They shall also be entitled to the same leaves of absence or vacation with pay as provided in this contract.

6.4.2 The officer must present his/her military orders to the Chief for inspection.

6.5 JURY DUTY LEAVE

6.5.1 An officer who is called for jury duty shall be granted Jury Duty Leave. If the jury fees amount to less than the officer's regular rate of compensation, the officer shall be paid an amount equal to the difference between them. Notice of service shall be filed with the Chief upon receipt of summons.

6.5.2 When an officer has been granted jury duty leave and is excused by proper court authority, the officer shall report back to his/her official place of duty whenever the interruption in said service will permit four or more consecutive hours of employment during the hours of his/her scheduled tour of duty.

6.6 LEAVE OF ABSENCE - EDUCATION:

6.6.1 A leave of absence for educational purposes may be granted by the Town Manager, provided that the contemplated course of study directly relates to potential improvement of the employee's service to the Town.

6.6.2 All such leaves shall be granted solely at the discretion of the Town Manager.

6.7 LEAVE WITHOUT PAY

6.7.1 A general leave without pay may be granted to an officer who is regularly scheduled to work twenty (20) hours a week or more for up to one (1) year.

6.7.2 An officer requesting a general leave must submit to the Chief the request stating the reason and exact duration of leave.

6.7.3 During general leaves without pay no fringe benefits will accrue or be granted. Officers on leave will be allowed to maintain health and insurance coverage, provided the officer pays the entire cost of these benefits.

- 6.7.4 Union Leave – A maximum of three (3) days without the loss of compensation shall be granted annually to the collective bargaining unit for local union officers to attend state, district, regional, and national union meetings, conferences, seminars and conventions.
- 6.7.5 The Town agrees to abide by the terms of the Family Medical Leave Act (FMLA) and to apply the terms of this agreement in a manner consistent with the Act. Leave entitlement under state law, this agreement, and FMLA run concurrently when they cover the same type of leave.
- 6.7.6 All such leaves shall be granted at the discretion and approval of the Police Chief and Town Manager.
- 6.8 Compensatory Days 5-2 Employees

Employees assigned to the 5 - 2 work schedule shall be granted an additional six (6) days off during the course of the calendar year. The use of these days shall be granted by the Chief at such times as, in the Chief's opinion, will cause the least interference with the performance of the regular work, the overtime needs of the Department, and the preferences of the individual employees.

This provision shall become effective at the beginning of July 1, 2002.

#### ARTICLE 7 - COURT APPEARANCE

- 7.1 Officers who are required to appear in court to give testimony in a civil case shall be compensated therefore at the same rate as in a criminal case; provided, however, that an officer shall not be entitled to compensation from a private party for hours when he/she is on regular duty for the Town. This paragraph shall not apply to civil cases in which the officer is involved which are unrelated to his/her official duties.
- 7.2 Any employee required to attend court while on duty at night or on vacation, furlough or on a day off shall receive a minimum of three (3) hours pay for each assignment; provided however, that if the employee so attends during any one day on more than one occasion, he/she shall be entitled to pay only equal to the minimum provided above or the time actually worked, whichever is greater.

#### ARTICLE 8 - VACATIONS

- 8.1 Each employee shall earn vacation with pay as provided in subsection (8.3) at the following rates:
- (1) Two (2) work weeks or ten (10) duty days after completion of one (1) year of continuous service;

- (2) Three (3) work weeks or fifteen (15) duty days after completion of five (5) years of continuous service;
  - (3) Four (4) work weeks or twenty (20) duty days after completion of ten (10) years of continuous service;
  - (4) Five (5) work weeks or twenty-five (25) duty days after completion of twenty (20) years of continuous service;
- 8.2 No employee shall be entitled to take any vacation until after completion of one year of continuous service. Upon completion of one year of continuous service, each employee shall be entitled to take that number of vacation days, which he/she earned during the prior fiscal year as provided in subsection (8.3).
- 8.3 In each fiscal year, each employee shall earn his/her full vacation as provided in subsection (8.1) if he/she shall actually work for the Town forty (40) weeks in the aggregate. If an employee shall actually work for the Town less than forty (40) weeks in any fiscal year, the employee shall earn a percentage of his/her full vacation under subsection (8.1) equal to that percentage of said forty weeks during which the employee shall have actually worked for the Town. The vacation days earned in each fiscal year shall be taken in the following fiscal year. The parties agree that Exhibit A (attached at the end of this Article) sets forth the number of vacation days earned in any fiscal year. In any year when an employee shall complete five (5) years of continuous service, as the case may be, such employee shall be deemed to have earned vacation days during the prior fiscal year at the relevant higher rate as set forth in subsection (8.1) but such additional vacation days may not be taken until after the anniversary date of his/her employment in such fiscal year.
- 8.4 Vacations shall be granted by the Chief at such time as, in the Chief's opinion, will cause the least interference with the performance of the regular work of the department, but taking into account, as far as possible, the preferences of the individual employee. Vacations earned as of July 1 must be taken on or before June 30 of the same fiscal year. If a holiday falls within the vacation period of an employee, the employee shall be granted an additional day of vacation. No officer may be required or permitted to forego his/her vacation and receive extra pay in lieu thereof.
- 8.5 Vacation periods shall be selected in accordance with seniority within the rank. An officer's vacation shall be taken on consecutive days and weeks unless the officer otherwise requests and the Chief agrees thereto. Vacation shall be scheduled on a fiscal year basis.
- 8.6 If any officer wishes to split his/her vacation with another officer in the same rank, the officer shall be permitted to do so with the consent of the Chief.

- 8.7 If an officer is required to attend court during his/her vacation, the vacation shall be extended one working day with pay for each day (or part thereof) in court.
- 8.8 Upon the death of an officer who is eligible for a vacation under the provisions of this section, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance earned in the vacation year prior to the officer's death, but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned but not used in the vacation year during which the officer died, up to the time of the officer's separation from the payroll.
- 8.9 Officers who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance earned, and not granted, in the vacation year prior to such dismissal, retirement or entrance into the armed forces. In addition, payment shall be made for that portion of the vacation allowance earned but not used in the vacation year during which such dismissal, retirement, or entrance into the armed forces occurred, up to the time of the employee's separation from the payroll.

Exhibit A

Days of Vacation Due  
Years of Service Completed

Weeks actually Worked in Prior Year	1-5 Years	6-10 Years	11-20 Years	20+ Years
1	0	0	1	1
2	1	1	1	1
3	1	1	2	2
4	1	2	2	3
5	1	2	3	3
6	2	2	3	4
7	2	3	4	4
8	2	3	4	5
9	2	3	5	6
10	3	4	5	6
11	3	4	6	7
12	3	5	6	8
13	3	5	7	8
14	4	5	7	9
15	4	6	8	9
16	4	6	8	10
17	4	6	9	11
18	5	7	9	11
19	5	7	10	12
20	5	8	10	13
21	5	8	11	13
22	6	8	11	14
23	6	9	12	14
24	6	9	12	15
25	6	9	13	16
26	7	10	13	16
27	7	10	14	17
28	7	11	14	18
29	7	11	15	18
30	8	11	15	19
31	8	12	16	19
32	8	12	16	20
33	8	12	17	21
34	9	13	17	21
35	9	13	18	22
36	9	14	18	23
37	9	14	19	23
38	10	14	19	24
39	10	15	20	24
40	10	15	20	25

- 8.10 Absences on account of sickness in excess of that authorized under the rules therefor or for personal reasons not provided for under sick leave may, at the request of the officer, and the approval of the Chief, be charged to vacation leave.

### **ARTICLE 9 - HOLIDAYS**

- 9.1 Work holidays shall be observed in accordance with the general laws of the Commonwealth of Massachusetts. The following holidays shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Christmas Day.
- 9.2 Only essential work, as determined by the Chief, will be scheduled on a recognized holiday. Except for work so scheduled, all employees in continuous service will receive the holiday off, with holiday pay, provided the holiday falls on a regularly scheduled workday for the employee. A holiday falling on Sunday will be observed on the Monday next following. If a holiday falls on a scheduled day off, an employee in continuous service will be given an additional day off at the convenience of the department.
- 9.3 In order to be eligible to receive holiday pay, the employee must have been in pay status on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday, unless absent with the prior permission of his/her supervisor.

### **ARTICLE 10 - SHIFTS**

- 10.1 Officers shall be allowed to exchange any shift with any officer with the consent of the Chief, which consent shall not be unreasonably withheld.
- 10.2 Full-time Officers will work 40 hours a week under the plan commonly known as the "4 & 2 Plan" with straight shifts.

### **ARTICLE 11 - EXTRA PAID DETAIL AND OVERTIME**

- 11.1 The following provisions shall govern the assignment of extra paid details to police officers where the detail is to be paid for by another Town Department, by a governmental body or outside individual groups, corporations or organizations:
1. Such extra paid detail assignments shall be made by the Chief or the Chief's representative on the same basis by seniority except that extra paid details are voluntary. The Chief shall maintain a record of all such assignments, which may be examined at any reasonable time by any member of the Union. No officer or other person shall accept any such assignment unless the same is made by the Chief or his/her representative.



2. No such assignment shall be made unless the person or organization requesting service, except as hereinafter provided, has agreed to pay the following rates effective as of July 1, 1998:
  - A. \$32.00 per hour with a minimum of four hours.
  - B. Work on Sundays and legal holidays of the Commonwealth of Massachusetts shall be paid at \$42.00 with a minimum of four hours.
  - C. Work between the hours of 12:00 A.M. and 8:00 A.M. shall be paid at the rate of \$42.00 per hour.
  - D. Work in excess of 40 hours per week or 8 hours per day on one assignment by any officer shall be paid at the rate of \$42.00 per hour.
  - E. Notwithstanding the above, it is understood and agreed that the Commonwealth of Massachusetts will determine the detail rate on all state details.
  - F. The Town will require contractors to pay 50% of anticipated detail costs in advance.
3. The foregoing minimums shall not apply to non-profit organizations, including Town Details and contractors hired by the Town, nor shall such organizations be required to pay at any rate in excess of 150% of the officer's regular hourly pay. The Union agrees that all "Town Details" are in fact overtime shifts and not outside details. "Town Details" include all work funded by appropriations to be spent by the Town Manager or municipal spending.
4. A minimum of two (2) officers shall be assigned to a strike detail.
5. Assignment shall be made to regular police officers or full-time officers if available.

#### **ARTICLE 12 - HEALTH, SAFETY, UNIFORMS**

- 12.1 A safety committee of three members of the Union may meet with the Chief of the department at least once every month to discuss and make recommendations for improvements of the general safety of every officer.
- 12.2 The Town shall provide efficient and safe equipment and material to protect the safety of its employees as determined by the Chief.

12.3 Every officer shall receive an adequate annual allowance for clothing and uniforms not to exceed \$600 per employee.

12.4 An officer working a detail during the summer may wear Bermuda shorts.

### **ARTICLE 13 - GRIEVANCE PROCEDURE**

13.1 Step 1. Grievances may be first presented by the employee and/or the union steward to the superior officer involved, and an earnest effort shall be made to adjust the grievance in an informal manner. The officer in charge may, on request, permit the employee and/or the steward to be excused for a reasonable period (as determined by the superior officer) from their regular duty without loss of pay for the purpose of a meeting to discuss the grievance. All grievances must be presented within seven (7) calendar days after the occurrence which gave rise to the grievance or the time when the employee or the Union actually had or reasonably should have had knowledge of such occurrence.

13.2 Step 2. If the grievance is not resolved at Step 1, the grievance shall be then reduced to writing by the employee and/or the Union and presented to the Chief of Police. The Chief shall meet with the Grievance Committee within five (5) days from the time the grievance is presented, and shall answer the grievance in writing within 72 hours after the meeting ends.

13.3 Step 3. If the grievance is not resolved in Step 2, the Grievance Committee may refer the complaint to the Town Manager or his/her representative within five (5) days after the receipt of the Step 2 answer, exclusive of Saturdays, Sundays and holidays. The Manager or his/her representative shall meet with the Grievance Committee within five (5) days to discuss the grievance, and will answer the grievance in writing within five (5) days after the meeting ends.

- 13.4 Step 4. If the grievance is not resolved satisfactorily in Step 3 either party may within 25 days petition the American Arbitration Association for a hearing for final resolution. The procedure shall be carried out under the rules of the American Arbitration Association.
- 13.5 All expenses and costs surrounding the grievance and arbitration shall be shared equally between the parties.
- 13.6 All grievances beyond Step 1 shall be presented in writing through the steps of the Grievance and Arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested. A maximum of 45 days will be required to comply with the present plan unless a longer period is agreed to by all parties involved.
- 13.7 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 to modify the scope of the hearing. The award of the arbitration shall be final and binding upon the parties covered in this agreement.
- 13.8 Any dispute arising between an employee(s) and the employer shall not be arbitrated under this agreement if such dispute or grievance is suitable matter for submission to the Massachusetts Civil Service Commission.
- 13.9 Any of the time limits outlined in the Agreement may be changed at any time by mutual Agreement of the parties.
- 13.10 Reference in the Agreement to "days " shall be to calendar days, exclusive of Saturdays, Sundays and legal holidays.

#### **ARTICLE 14 - MANAGEMENT RIGHTS AND OTHER RIGHTS**

- 14.1 This Agreement shall not be construed to violate any federal, state, county or municipal law, nor shall anything in this Agreement be interpreted as diminishing the right of the Town, Town Manager, or Chief to determine and prescribe the methods and means by which its operation of the Police Department shall be conducted except as may otherwise be specifically spelled out in this Agreement.
- 14.2 Any past practice prior to FY1980 which has an impact on the exercise of management judgment or the general operation or administration of the Police Department shall be of no force and effect.

No practice of any kind (management rights) since FY1980 forward, shall be effective unless specifically listed herein below:

1. Holidays not used, to be paid (or accumulated and taken later or paid later) in that fiscal year.
2. Vacation days used one at a time subject to the chief's approval.
3. Ordered-in details (Halloween, July 4th) or if public safety requires.
4. Signing for shift - You own it if you can't fill it, also including details.
5. Coming in 20 minutes early each shift.

Effective July 1, 1999, delete the above sentence and replace with the following:  
"Sick time - Can't work detail shift for 24 hours but can be ordered in for same."

7. Sergeant can work Patrolman shift if no patrolman wants same or if no other sergeant working unless the policy is in conflict with the sergeant/OIC policy described in this Agreement.
8. Holidays to be taken in same fiscal year when officer wants subject to Chief's approval.
9. Paid lunch time
10. Eat at station

#### **ARTICLE 15 - EDUCATIONAL INCENTIVE**

15.5 Effective July 1, 1999, or in the first year in which the Town is able to certify credits for reimbursement by the state, whichever is later, Articles 15.1 through Article 15.4 shall be deleted and the Town shall pay educational incentive payments in accordance with the eligibility and amounts set forth in G.L. c. 41, section 108L, as amended, subject to the following conditions:

- a. The Town shall pay one hundred percent (100%) of the amount set forth in G.L. c. 41, section 108L for which the officer has been certified in two equal installments in December and June of each fiscal year. These incentive payments will be included in a regularly scheduled pay disbursement.
- b. In the event the Commonwealth fails to reimburse the Town for one-half (50%) of the cost of the educational incentive in any fiscal year, the Town will be obligated

only to pay one-half (50%) of the cost of the payments required by G.L. c. 41, section 108L for that fiscal year.

- c. In the case of subsection b above, the Town shall deduct from the pay of each officer receiving the educational incentive the dollar difference between the incentive amount paid to the officer and the sum of the Town's maximum fifty percent (50%) contribution plus the actual reimbursement from the State. The amount shall be deducted in equal installments from an officer's bi-weekly pay effective in the payroll period next following the date of receipt by the Town of reimbursement from the Commonwealth through the last payroll period of that fiscal year.
- d. It is agreed that individual officers as well as the Union are deemed to have authorized any salary deductions made pursuant to subsection c. above.

15.6 If the Commonwealth repeals G.L. c. 41, section 108L, the Town will continue to pay the following educational incentives as a percentage of the officer's base:

<u>*Degree</u>	<u>Incentive</u>
AA/AS Degree	5.0%
BA/BS Degree	10.0%
MA/MS/JD/LLB Degree	12.5%

\* Credits or degrees must have been earned in courses leading to a degree in law enforcement or degree program approved by the board of higher education prior to July 1, 1976.

15.7 If for any reason, the Town is obligated to pay more than one-half (50%) of the cost of the payments set forth in G.L. c. 41, section 108L in any fiscal year, the Town may reopen the collective bargaining agreement upon written notice to the Union. Within ten (10) days after such notice, the parties shall renegotiate the salary and other economic provisions in the collective bargaining agreement to reduce to one-half (50%) the Town's cost of the payments required by G.L. c. 41, section 108L. In the event the parties are unable to reach agreement on reducing to one-half (50%) the Town's cost of G.L. c. 41, section 108L payments in that fiscal year, the collective bargaining agreement shall be deemed to be modified by the immediate reduction in the base salary of any officer receiving educational incentive payments by the amount of the payment by the Town in excess of the Town's obligation to pay only one-half (50%) of the cost of the payment. This amount shall be deducted in equal installments from an officer's pay effective in the payroll period next following the date that the Town is obligated to pay more than one-half (50%) of the cost of the payments until the last payroll period of that fiscal year.

- 15.8 The lump sum payments specified in subsection 15.5 shall not be added to an officer's base salary for the purpose of computing premium pay under this agreement. It shall be included in earnings used to calculate retirement pay.

#### ARTICLE 16 - INSURANCE

- 16.1 For permanent full-time officers and permanent part-time officers whose regularly established work week is 25 hours or more, who are, or become, members of the existing Blue Cross/Blue Shield Group. Master Health Plus, the Town will pay eighty-five (85%) of the cost of such membership and the employee the other fifteen percent (15%) subject to any changes mandated by federal law. The coverage includes both individual and family basis. Effective July 1, 1999, Health Insurance premiums for employees covered by this contract will be treated in accordance with IRS Section 125 on a pre-tax basis.
- 16.2 In accordance with Chapter 32B of the Massachusetts General Laws, as amended, the Town will offer a Health Maintenance Organization option for hospitalization and surgical coverage. The Town's share of the premium costs shall not exceed the equivalent rate under this Group Health Insurance program.
- 16.3 Section 3 of Chapter 32B of the Massachusetts General Laws applies allowing a member or members of the Union to meet with any future Constituted Advisory Committee considering changes in the present Hospital and Surgical Insurance Plan.
- 16.4 In accordance with Chapter 32B of the General Laws, as amended, and the terms of the insurance contract, all permanent full-time officers and all permanent part-time officers whose regularly established work week is twenty five hours or more, who shall have completed six (6) months of continuous service for the Town shall be provided with group life insurance coverage not to exceed \$15,000.00 of which the Town will pay 50% of the premium and the officer the other 50%.
- 16.5 The Union will be granted all future benefits and expansions of the Hospital and Surgical Insurance and Life Insurance Plans given to other town employees, as part of the Personnel Bylaw.

#### ARTICLE 17 - PHYSICAL EXAMINATION

- 17.1 Upon the presentation of a statement for services rendered by a physician for performing a general physical examination upon an officer not more than once every other year the Town will pay such officer the sum of fifty dollars (\$50.00) or the cost of such physical examination, whichever is lesser. Additionally, each officer is expected to inform the Town of any physical condition which may currently or in the future affect his ability to perform his duties as a police officer for the Town.

## ARTICLE 18 - INJURY LEAVE

- 18.1 Whenever police officers are incapacitated for duty because of injuries sustained in the performance of their duty without fault of their own, or police officers assigned to special duty by their superior officers, whether or not they are paid for such special duty by the Town are so incapacitated because of injuries so sustained, shall be granted leave without loss of pay for the period of such incapacity; provided that no such leave shall be granted for any period after such police officers have been retired or pensioned in accordance with law or for any period after the Town physician determines that such incapacity no longer exists. The Town physician may determine that a police officer is capable of performing limited police duties on either a full time or less than full time basis (light duty).
- 18.2 These duties may be prescribed at the discretion of the Chief of Police whereupon an officer on occupational injury leave may be required to perform light duty. Before an officer is placed on light duty involuntarily by the Chief, the following procedure must be followed:
1. Where the Town's doctor and the employee's doctor disagree on the employee's ability to perform light duty, they shall agree on a third doctor within five (5) days of notice of disagreement and notify the third doctor within the same five (5) days.
  2. The third doctor shall examine the employee within five (5) days from notice of appointment and render a decision on whether the employee is able to perform light duty within five (5) days of the examination.
  3. In the event that there is no third doctor within fifteen (15) days of the notice of disagreement (see #1 above), the officer must report for light duty pending a third doctor decision.
- 18.3 An officer on non-occupational leave (i.e. sick leave) may be required to perform light duty by the Chief subject to the conditions set forth above.

## ARTICLE 19 - AGENCY SERVICE FEE

- 19.1 Effective at the start of the contract signed for the period beginning July 1, 1985, the Town agrees to implement an Agency Service Fee.
- 19.2 Pursuant to General Laws Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30) day following the beginning of employment in the bargaining unit, or the effective date of this agreement, whichever is later, each and every member of the bargaining unit shall pay to Local 334, International Brotherhood of Police Officers, an agency service fee which shall be proportionately commensurate with

the cost of collective bargaining and contract administration. The agency fee shall be deducted on a monthly basis, shall be equal in amount to the sum set from time to time to Local 334 as dues, and shall be used solely for the purposes of paying the expenses of collective bargaining.

19.3 Local 334, International Brotherhood of Police Officers, agrees to indemnify the Town for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the agency fee is "proportionately commensurate" with the cost of collective bargaining and contract administration.

**ARTICLE 20 - DURATION**

20.1 This Agreement shall become effective as of July 1, 2000, unless a provision specifically provides otherwise, and shall continue in effect through June 30, 2003. Either party wishing to terminate, amend, or modify this Agreement must notify the other in writing no more than two hundred and ten (210) days prior to the expiration date of the contract, nor less than one hundred and fifty (150) days prior to the expiration date of the contract. Within five (5) working days of receipt of such notification by either party, a conference shall be held between the Union and the Town for the purpose of considering such amendments, modifications or termination.

**ARTICLE 21 - VIDEO CAMERAS**

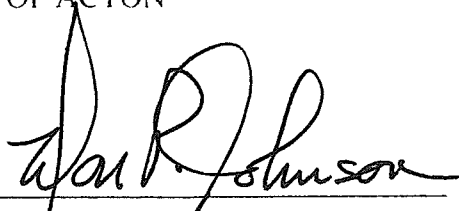
21.1 The Town shall have the right to purchase and install in police cruisers video cameras to monitor activities that occur outside the police cruiser. Before utilization of this video equipment, the Town shall negotiate any impacts on the working conditions of police officers of this video equipment, if the Union requests impact bargaining.

WITNESS OUR HANDS AND SEAL THE \_\_\_\_\_ day of, \_\_\_\_\_, 2002.

TOWN OF ACTON

INTERNATIONAL BROTHERHOOD OF  
POLICE OFFICERS, LOCAL 334

BY:



Don P. Johnson,  
Town Manager

BY:





"A"

April 3, 1995

Sgt. Bruce Nadeau  
President, Local 334  
International Brotherhood of Police Officers  
Acton, MA 01720

Dear Sgt. Nadeau:

This letter supplements the collective bargaining agreement entered into by the Town of Acton and Local 334, International Brotherhood of Police Officers, as of July 1, 1994.

It is agreed that the Town may order a drug test pursuant to the authority of Section F.28 of the Rules and Regulations of the Acton Police Department under a reasonable cause standard.

Yours sincerely,

SIGNATURE ON FILE

Don P. Johnson,  
Town Manager

The foregoing understanding is  
Hereby agreed to:

SIGNATURE ON FILE

President, Local 334, International  
Brotherhood of Police Officers