

## Memorandum of Understanding between the Town of Middleton and Middleton Police Benevolent Association

This agreement is made this 1 day of MARCH 2016 by and between the Town of Middleton hereinafter called the "Town" and the Middleton Police Benevolent Association, hereinafter called the "Association".

Except as specifically modified by this Memorandum, the provisions of the contract between the parties for the period ending June 30, 2017, shall continue in full force and effect.

1. This Memorandum covers the period from July 1, 2014 through June 30, 2017.
2. The Town will grant Holiday leave on December 25<sup>th</sup>, January 1st, and July 4th and all other time off on December 24<sup>th</sup> and December 31<sup>st</sup> for all three shifts to two full-time officers per shift. The request for time off shall be provided fourteen days in advance. In the event that (2) officers, with at least one being a full-time officer accepts the open shift, the third officer may take the shift off. The 14 day notice may be waived by the Chief or his/her designee upon receipt of a to-from letter to the Chief or his/her designee explaining the circumstances for the requested time off. At that time, a reasonable attempt will be made to fill the shift.
3. On any shift other than the one mentioned in provision # 2 of this proposal, the Town will make every reasonable attempt to maintain at least one full-time officer on each shift. In circumstances where a full-time officer is able to work four or more hours of any eight hour shift and takes leave of this shift for any reason, the remainder of the eight hour shift may or may not be filled. In the event no full-time officer is available the Chief will offer to all sergeants the opportunity to receive a Supervisory Stipend of \$150 per shift whom reserve officers may contact with any departmental operational questions. The sergeant who volunteers for said duties will make themselves available via phone and be no greater than thirty minutes travel time outside of the Town's boundaries should their onsite presence be required. Should the sergeant who volunteered to serve on an on-call basis be required to report for duty, the sergeant will be paid time and a half for the time they work, in addition to the \$150 Supervisory Stipend. If none of the sergeants volunteer to serve on an on-call basis, the Chief will fulfill the on-call role.

### 4. Annual Base Salary Increases

FY15: 2.5%

FY16: 2.5%

FY17: 2.5%

### 5. Professionalism/Job Dedication Appreciation Payment

FY16: \$850 One time stipend to all current active members to include (12) full-time and (11) Part-time officers upon signing of this contract.

### 6. Completing and Passing Annual Comprehensive Physical Fitness Standards Test

FY16: \$850

FY17: \$900

Flexible testing dates will be conducted by the Middleton Police Department Training Division with the oversight of the Chief of Police. This Physical Fitness Standard Test Stipend will be incorporated into the base pay beginning in Fiscal Year 2018.

7. Accreditation Incentive Pay

Association members shall work cooperatively with Chief and Command Staff towards full accreditation under the Massachusetts Police Accreditation Program (MPAC).

FY16: 1% employees continue to cooperate and work for Certification

FY17: 1% (effective July 1, 2017) added to base pay if PD achieves Certification by 6-30-17.

8. Longevity Pay

Current Longevity Table

5 Years	10 Years	15 Years	20 Years
\$300	\$400	\$500	\$600

Proposed Longevity Table

5 Years	10 Years	15 Years	20 Years	Over 25 Years
\$400	\$600	\$800	\$1,500	\$2,000

Transition to the 'Proposed Longevity Table' begins in FY16, July 1, 2015.

9. Uniform Allowance Increase

FY16: \$75 for reserves and full time officers

10. Tuition Reimbursement

Consistent with the tuition reimbursement currently available to the Middleton Firefighter's Local #3097 beginning in FY16, July 1, 2015:

Tuition reimbursement will be available in the cumulative amount of \$6,000 per fiscal year.

Qualified full-time officers shall be reimbursed up to \$750 per semester up to a maximum of \$1,500 per fiscal year per employee enrolled in an eligible field of study as defined under item #9 of the June 26, 2012 Memorandum of Understanding between the Town of Middleton and Middleton Police Benevolent Association.

11. Detail Rate

FY 16 (effective upon signing): \$53

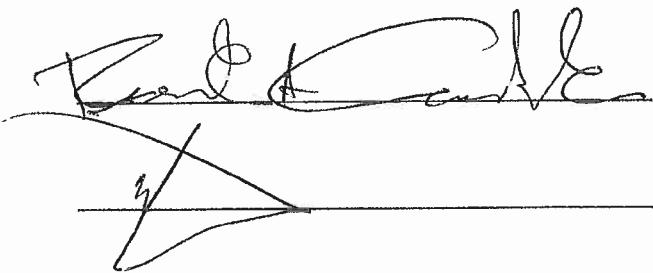
FY 17: \$55

12. Reserve Officer Overtime

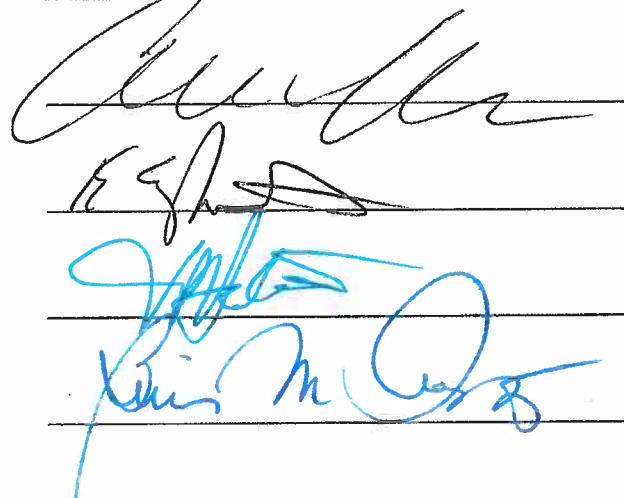
Under item number 11 in the 'Agreed Upon Items for the Contract of the Middleton Police Union for Contract Periods 7/1/06 to 6/30/07 and 7/1/07 to 6/30/10 (Effective date 8/13/08)', delete the word 'community' in the first sentence of the paragraph.

Signed this 1 day of MARCH, 2016.

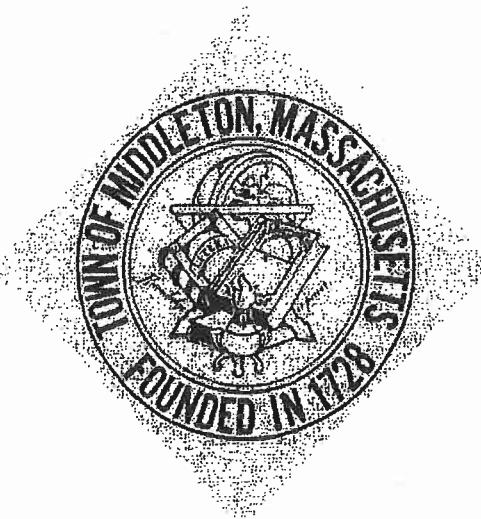
For the Middleton Police Benevolent Association

  
Robert G. Cade

For the Inhabitants of Middleton  
Board of Selectmen and Town Administrator

  
E. G. H. (Signature in blue ink)  
John M. Osgood (Signature in blue ink)





**Middleton Police Contract as of March 27, 2013**

**Memorandum of Understanding between the**

**Town of Middleton and**

**Middleton Police Benevolent Association**

**Original Contract July 1, 2003 - June 30, 2006**

**Including the following supplemental agreements:**

**July 1, 2006    FY 2007**

**July 1, 2007    FY 2008, FY 2009, FY 2010**

**March 15, 2011    FY 2010, FY 2011**

**June 26, 2012 FY 2011, FY 2012, FY 2013, FY 2014**

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## Contract

July 1, 2003 – June 30, 2006

This Agreement, and any such other Agreement entered into to supplement or amend this Agreement, by and between the Town of Middleton, hereinafter called the "Town" or the "Municipal Employer", acting by its Board of Selectmen and the Middleton Police Benevolent Association, hereinafter called the "Association".

### Witnesseth

**Whereas**, the well-being of the employee covered by this Agreement and the efficient and economic operation of the Police Department of the Town require that an orderly and constructive relationship be maintained between the parties: and

**Whereas**, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and

**Whereas**, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on the Agreement;

**Now, Therefore**, in consideration of the mutual promises and agreement herein contained, the parties mutually agree as follows:

## ARTICLE I

### PERSONS COVERED BY THIS AGREEMENT

The Town recognizes the Association as the exclusive representative, for the purpose of collective bargaining relative to wages, hours or work and other conditions of employment, of all police patrolman (regular full-time and reserves) and police sergeants employed by the Police Department and in the service of the Town. The Town and the Association agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Association.

## ARTICLE II

### NON-DISCRIMINAITON

The Municipal Employer and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex or age.

## ARTICLE III

### EMPLOYEE RIGHTS AND REPRESENTATION

**Section 1.** Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association officer or representative, or otherwise, and including the right to present Association views and positions to the public, to officials of the Town and the Police Department, to the Town Meeting and to the members of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization, which would violate any rights of the Association under this Agreement. Further, no department official, representative, agent or employee of the Town shall:

1. Interfere with, restrain or coerce employees in the exercise or their rights to join or refrain from joining the Association.
2. Interfere with the formation, existence, operations, administration or negotiations of the Association.
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Association; or otherwise act to the disadvantage of work opportunities or earning power of the employees covered by this Agreement.

4. Discriminate against any employee because he/she has given testimony or taken part in any grievance procedure or other hearings, negotiations, or conferences as part of the Association, or in his/her own behalf; or
5. Refuse to meet, negotiate, or confer on matters with officers or representatives of the Association.

**Section 2.** Not more than one (1) Association officer, representative or grievance committee member may be granted leave or absence without loss of pay or benefits for time required to discuss and process grievances with the employee or others involved, and to participate in any grievance step as described in Article VI hereof, or in arbitration procedures consequent there upon. Such officers, representatives or grievance committee members who work with any night platoon may have their hours and schedule of work accordingly adjusted to effectuate the purpose of this Section. The Association Grievance Committee may consist of more than one (1) member.

**Section 3.** Association officers, representatives or grievance committee members shall be permitted to discuss official Association business with employees during work, provided such discussion does not interfere with police business, and shall be permitted to discuss such business with the Chief of Police at all mutually convenient times.

## ARTICLE IV

### STABILITY OF AGREEMENT

**Section 1.** No amendment, alteration or variation of the terms or provisions of this 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 Association to insist, in any one or more situations, upon performance or 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 Association to the future performance or any such terms or provisions, and the obligations of the Association and the Municipal Employer to such future performance shall continue in full force and effect.

## ARTICLE V

### COURT TIME

An employee on duty at night or on vacation, furlough or on a day off, who attends as a witness or in any other capacity for or on behalf of the Commonwealth, or before any grand jury proceedings, or in conference with a District Attorney or Assistant District Attorney, or at any pretrial court conference or any other related hearing or proceedings or who is required or requested by any city, county, state or the federal government or any subdivision or agency of any of the foregoing to attend or appear before any administrative or quasi-judicial body thereof, or who attends as a witness or in any other capacity for or on behalf of the Government of the United States, the Commonwealth or the Town in a criminal or other matter pending in a Federal District Court, or before a federal grand jury proceeding, or a United States Commissioner, or in conference with a United States Attorney or Assistant United States Attorney, or at any Federal court pretrial conference or any other related hearing or proceeding, shall be entitled to and shall receive, in addition to his/her regular weekly compensation, overtime compensation for every hour or fraction thereof during which he/she was in such attendance or appearance, but in no event less than three (3) hours' such pay on an overtime service basis; provided, however, that if he/she so attends or appears, during any one day, on more than one such occasion, he/she shall be entitled to such additional pay from the time of first such attendance or appearance on such day; to the time of last such attendance or appearance on such day; provided, further, that if any such occasion occurs on a holiday which falls on an employee's day off, or during vacation, the employee shall receive the additional pay due or provided for under the Holiday and Vacation provisions of the Agreement. Reserve employees of the Police Department shall be compensated for court time at the rate of time and one-half their applicable hourly rate for every hour or fraction thereof during which he/she was in such attendance or appearance, but in no event less than three (3) hours. For the purpose of this Article, court time shall commence at 09:00am.

## ARTICLE VI

### GRIEVANCE PROCEDURE AND ARBITRATION

**Section 1.** Definition – the term "grievance" shall mean any dispute concerning the interpretation, application, enforcement, violation or meaning of this Agreement.

**Section 2.** Grievances shall be processed as follows:

Step 1. Grievances may be first presented by the employee and/or the Association representative to the Chief of Police, and an earnest effort shall be made within the next forty-eight (48) hours to adjust the grievance in an informal manner. The first step may be omitted by mutual agreement.

Step 2. If the grievance is not resolved in Step 1, the grievance shall then be reduced to writing by the Association and presented to the Chief of Police. The Chief shall meet with the Grievance committee and/or the employee(s) involved within three (3) days from the time the grievance is presented to him/her to discuss and attempt to adjust the grievance, and he/she shall answer the grievance in writing within five (5) days after the meeting.

Step 3. If the grievance is not resolved in Step 2, or answered by the Chief of Police within the time limit set forth above, the written grievance shall be submitted to the Board of Selectmen by the Grievance Committee within seven (7) days after the last aforementioned five (5) day period. The Board of Selectmen shall meet with the Grievance Committee within five (5) days after receipt of the written grievance to discuss and attempt to adjust the grievance, and will answer the grievance within seven (7) days after the meeting.

Step 4. If the grievance is not satisfactorily adjusted in Step 3, or answered by the Board of Selectmen within the time limit set forth above, it may thereafter be submitted by the Association, and only by the Association, within forty-five (45) days after the meeting with the Board of Selectmen, or within sixty (60) days after submission to the Board of Selectmen, at Step 3, whichever later occurs, to arbitration, by written notice to such effect given to the Board, attention its Chairman. The arbitrator shall be selected by mutual agreement of the parties. If the parties fail to agree on the selection of a single arbitrator, the Association may request the "State Board of Conciliation and Arbitration" to arbitrate the matter, or either party may request the American Arbitration Association of the Federal Mediation and Conciliation Service to provide a panel of arbitrators for which a selection of a single arbitrator shall be made in accordance with the rules of the American Arbitration Association or, in the case of said Service, in accordance with it's procedures. Each party hereto shall bear

the expense of preparing and presenting it's own case. The parties shall share equally in the cost, if any, of the arbitrator's services.

Any arbitration hearing shall be held during weekdays, if at all possible, and the grieving employee(s), the members of the Association's Grievance Committee (not to exceed two (2) in number), shall be granted leave of absence without loss of pay while participating in arbitration proceedings.

The time limits established by this Article may be extended by mutual consent of those parties participating at each Step in the grievance and arbitration procedure.

The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision, which alters, amends, adds to or detracts from this Agreement.

## **ARTICLE VII**

### **PAYING POLICE DETAILS**

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

- a. All employees will signify in writing their desire to accept or not accept paying police details, which shall be voluntary, and a current file on this subject will be maintained at police headquarters and made available upon request of the Association.

The exchanging of paying details or the use of substitutes between such employees is permitted if the officers 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 Sergeant or the Chief of Police) 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 employees fairly and equitably as to the number of details, hours and compensation thereof, and average on a continuing monthly basis for the purpose of this sub-paragraph, subject, however, to the provisions of sub-paragraph (g). Employees shall be given the maximum possible advanced notice of paying detail assignments. Any employee 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 refused" (DR) with the detail hours thereof noted, in determining the equitable and fair distribution of details to such employee.

- c. Such officer of rank (a Sergeant or the Chief of Police) shall be responsible for having recorded all assigned paying details and shall have such assignments posted daily on detail distribution forms acceptable to the parties, for the attention of all employees, and said forms placed on bulletin boards 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 employee's name, details worked, name of person, firm, corporation or entity served, number of hours worked, type of detail, compensation received per detail, detail refusals and applicable dates.
- d. Any employee 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. (terr. Ed), Chapter 41, section 100, as amended.
- e. An employee's claim that he/she has not received his/her fair share of details pursuant to the provisions of the Article shall constitute a grievance under this Agreement. The Association's claim that paying details are not being distributed fairly and equitably to employees shall similarly constitute a grievance under this Agreement.
- f. Detail distribution forms shall be official records of the Department and shall be made available to the Association for its inspection and use upon its request when and if removed from the bulletin board or other place of posting.
- g. Regular full-time employees (patrolmen and sergeants) of the Police Department shall have the right of first refusal of all paying police details; provided, however, in the event sufficient regular full-time employees of the Town are not available for or desirous of working such paying police details, such detail opportunities will be afforded to reserve patrolmen on the same fair and equitable basis in this Article referred to.
- h. No paying detail assignments shall be made until the person, firm, corporation or entity requesting or required to have such detail has

agreed to pay the following rate of pay per employee therefore, namely, \$34.00 per hour, with a guarantee of a minimum of four (4) hours, six (6) hours or eight (8) hours such pay per detail for each employee so assigned. Provided however, that if a senior officer performs a detail in a supervisory capacity (3 or more patrolmen) he/she shall receive one dollar (\$1.00) more per hour. Minimum number of hours per paying details will be calculated as follows: All detail assignments other than road details shall be paid a minimum of four (4) hours, a minimum of six (6) hours for anytime exceeding four (4) hours but less than eight (8) hours and a minimum of eight (8) hours for anytime exceeding six hours with the exception of specific request for service between four (4) hours and eight (8) hours. Road details shall be paid a minimum of four (4) hours and shall increase to a minimum of eight (8) hours after the four-hour minimum is achieved. Any detail assignments exceeding eight (8) hours shall be paid at time and one-half the applicable rate. Employees assigned to work a strike detail shall be paid the strike rate of time and one-half their applicable private detail hourly rate with the aforementioned minimum number of hours for each employee so assigned.

Effective 7/1/2004 the Association shall have the option to increase the paid detail rate by two dollars (\$2.00) per hour by written notice to the Board of Selectmen. Effective 7/1/2005 the Association shall have the option to increase the paid detail rate by two dollars (\$2.00) per hour by written notice to the Board of Selectmen. The paying detail rate for Town of Middleton Department of Public Works shall be two dollars (\$2.00) less than the applicable rate.

The Association and the Board of Selectmen of the Town, may by mutual agreement, from time to time, during the terms of this Agreement, revise upward said hourly rate.

- i. Employees may leave their assigned shift up to two (2) hours early to work a paid detail so long as their assigned shift is covered by another employee and they do not leave said shift until ten (10) minutes prior to the commencement of the paid detail or until their replacement arrives to cover their shift, whichever later occurs.

Notwithstanding the foregoing provisions, the Town shall allow of grant permission to an employee to leave his/her assigned shift earlier than two (2) hours prior to the scheduled ending time of said shift to perform a paid detail at any road or public utility work site or location where the third party performing or to perform such work at such site or location has requested of is required to have a paid detail officer assigned thereto, unless the Town, in it's sole discretion, which discretion it shall not unreasonably exercise, determines that allowing or

permitting a police officer to leave his/her shift earlier than two (2) hours prior to the scheduled ending time of said shift, as set forth above, adversely affects the operation of the Police Department. In this regard, the Town agrees that it and its agents and representatives shall not designate the starting time for any road or public utility work as earlier than two (2) hours prior to the scheduled ending time of an employee's shift if the purpose is to avoid the provisions of this paragraph permitting an employee to leave his assigned shift or to assert the Town's discretion.

j. "The Town has agreed, pursuant to the provisions of Chapter 44, section 53C of the Massachusetts General Laws, to appropriate the sum of Ten Thousand Dollars (\$10,000.00) to be placed in a separate fund, as provided in said section 53C, together with all paid detail money received by the Town, for the purpose of compensating employees for paid details within ten (10) working days after said details are performed, to the extent of the money in said separate fund".

A Joint Committee is hereby established, consisting of the Town Administrator or the Town and its Chief of Police and two (2) members for the Association designated by its President, to consider retired Town police officers working paid details, and to report to the parties its recommendations. Upon receipt of said recommendations, the parties agree to reopen the contract for, the purpose of bargaining implementation of said recommendations.

## ARTICLE VIII

### CLOTHING ALLOWANCE AND EQUIPMENT

**Section 1. Clothing and Cleaning Allowance.** Each regular full-time employee of the Police Department shall receive an annual uniform and clothing allowance of five hundred and twenty five dollars (\$525.00) and annual cleaning allowance of five hundred and seventy five dollars (\$575.00), subject to the following provisions:

- (a) Each such employee shall submit to the Chief of Police for payment vouchers for uniforms and clothing purchased in an amount or amounts not to exceed five hundred and twenty five dollars (\$525.00); and such voucher shall be paid by the Town forthwith upon presentation.
- (b) Uniforms and clothing so purchased must conform to Department specifications.

(c) The cleaning allowance or five hundred and seventy five dollars (\$575.00) shall be paid in two equal installments of two hundred eighty seven dollars and fifty cents (\$287.50) to each such employee, in cash on June 15<sup>th</sup> and December 15<sup>th</sup> of each year.

**Section 2. Clothing and Cleaning Allowance.** (Reserve Officers) Each reserve patrolman of the Police Department working more than twelve (12) shifts per year shall receive an annual uniform allowance of two hundred and fifty dollars (\$250.00). Each reserve patrolman of the Police Department working more than twelve (12) shifts per year shall receive an annual cleaning allowance of two hundred and twenty five dollars (\$225.00). In addition each reserve patrolman of the Police Department working more than twelve (12) shifts per year shall receive an annual increase in their cleaning allowance in accordance with the following productivity based scale. Reserve patrolman working twelve (12) shifts or less per year shall not be entitled to clothing or cleaning allowances.

<u>Number of Shifts Worked</u>	<u>Additional Allowance</u>
12 or Less	\$ 0.00
13-20	50.00
21-25	100.00
26-30	100.00
31-40	100.00
41-45	100.00
46-50	100.00
51 or more	100.00

subject to the following provisions:

(a) Each such employee shall submit to the Chief of Police for payment, vouchers for uniforms and clothing purchased in an amount or amounts not to exceed two hundred and fifty dollars (\$250.00) annually; and such voucher shall be paid by the Town forthwith upon presentation.

**Section 3. Equipment.** The Town, at its sole cost and expense, shall supply to all employees all leather goods, handcuffs, revolvers, holsters, belts, night sticks, metallic button, ammunition, one (1) box of service ammunition per year per employee and six (6) boxes of target ammunition per year per employee, badges, batteries, gun permits, and such other equipment designated by the Chief, which equipment shall remain the property of the Town.

Possession of a *License to Carry* is a condition of employment. However, subject to any existing law, a Justice of appropriate jurisdiction may permit a firearm, while the Officer is on duty.

## ARTICLE IX

### AUTHORIZED LEAVE

**Section 1.** Subject to the operating needs of the Department, determined by the Chief of Police, leave of absence without loss of pay may be permitted for the following reasons:

- a) Inoculation(s) required by the Town;
- b) Red Cross or other blood donations authorized by the Department;
- c) Attendance at educational programs required or authorized by the Town or Department.

**Section 2. Military Leave.**

- a) Each regular full-time employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his/her annual tour of duty as a member of such reserve components; provided, however, that such leave shall not exceed seventeen (17) calendar days.

Military leave of absence with pay shall be granted to full-time employees on occasion of their appearance before local draft boards or draft appeal boards, or for physical examinations ordered by said boards, but no such leave shall be granted for a period of more than one (1) day without the approval of the Personnel Board. Such leave shall be deemed a military leave of absence.

A military leave of absence without pay shall be granted to any regular full-time employee called to active duty with the State or Federal Armed Forces for purposes other than the routine annual tour of duty for training purposes.

As used herein, the phrases, "Military Training Force" or "Armed Forces" shall mean the United States Air Force, the United States Army, the United States Navy, the United States Marine Corps, the United States Coast Guard,

the Massachusetts National Guards, the Massachusetts Air National Guard, and any and all components thereof.

**Section 3. Bereavement Leave.** In the event of the death of a spouse, father, mother, child, brother, sister, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law or any person permanently residing with the family, the employee shall be granted the next three (3) consecutive days off without loss of pay, commencing the day following the day of death, for the purpose of attending funeral services or arranging for burial, and as a period of bereavement. It is understood that these days will include days-off falling within such period. Leave without loss of pay under this section shall not be deducted from sick leave, or vacation leave.

**Section 4. Personal Leave.** In accordance with the Personnel Board By-Laws, employees shall receive three (3) personal leave days yearly.

## ARTICLE X

### HOLIDAYS

**Section 1.** The following days shall be considered paid holidays for the purpose enumerated below:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

or the day of celebration thereof.

For the purpose of this Article, the "holiday" is the twenty-four (24) hour period commencing at 12:01am of each day listed in this Section.

**Section 2.** Each regular employee shall receive, for each such holiday in addition to his/her regular weekly compensation, and additional day's pay, computed as one-fifth (1/5) of his/her regular weekly compensation, provided, however, if a holiday shall fall on an employee's regularly scheduled work day, he/she shall receive in addition to regular pay, and additional day and one-half's pay, computed as three-tenths (3/10) of his/her regular weekly compensation, for each such holiday.

Each Reserve patrolman shall receive time and one-half his/her regular hourly wage for work on Christmas Eve, New Years Eve, July 4<sup>th</sup> and Thanksgiving or the day of celebration thereof.

**Section 3.** In lieu of holiday pay, regular employees may elect to receive a compensatory day-off for each said holiday, provided they give twenty four (24) hours notice prior to each said holiday to the Department, except in an emergency; employees so electing to receive holiday compensatory days-off shall receive same within a reasonable period following each said holiday. Employees shall be paid between June 1<sup>st</sup> and June 15<sup>th</sup> in each year, in one lump sum, for all holidays not used as compensatory days off prior to June 1<sup>st</sup> in each year.

## ARTICLE XI

### HOURS OF WORK AND OVERTIME

**Section 1. Scheduled Work Shifts, Work Week, Etc.** The regular hours of work for employees shall not exceed forty (40) in any one week; the workday shall be eight (8) hours. All employees shall receive not less than two (2) consecutive days off weekly; days off weekly shall be fixed and assigned in accordance with present practice.

Employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have the following regular starting and quitting time. Work schedules shall be posted on the Department bulletin board and a copy shall be given to the Association.

(a) The work shift (tour of duty) of employees are as follows:

The First Shift is a day shift; and the hours of the First Shift are 8:00am. to 4:00pm. The Second Shift is a night shift; the hours of the Second Shift are 4:00pm to Midnight, or 5:00pm to 1:00am, or 6:00pm to 2:00am. The Third Shift is a night shift; the hours of the Third Shift are Midnight to 8:00am.

Upon addition of additional personnel the Chief may implement a swing shift when needed, subject to bid, which shall consist of two days and two evenings.

### **Section 2. Work Schedules, Day-Off, or Squad Schedules of Employees.**

(a) (i) All employees shall receive not less than one hundred twenty-one and one-third (121 1/3) regular days-off annually and not less than two (2) consecutive regular days-off weekly, in accordance with and

characteristic of the four-and-two work schedule so-called or the modified four-and-two work schedule set forth in sub-paragraph (ii) of this section.

All employees, under such four-and-two so called, the four-on, two-off work schedule, shall receive fourteen (14) days off in each six (6) week period: within each six (6) week period, the work cycle for the four-and-two work week shall be completed. An employee's days off, except as hereinafter provided in sub-paragraph (ii) of this section, shall drop back one (1) day every week. Employees shall work four (4) consecutive days and then receive two (2) consecutive days off.

(ii) Excepted from the regular four-and-two work schedule so-called, set forth in sub-paragraph (i) above, shall be employees assigned as follows, each of whom shall work five (5) consecutive days-on, Monday – Friday, and receive two (2) consecutive days off weekly:

(1) Employees assigned to a Police Academy

(2) Such other employees assigned by the Chief of Police.

Such employees so assigned shall be entitled to and shall receive in addition to the two (2) consecutive regular days off weekly each shall receive under the five (5) on –two (2) off work week above-mentioned, seventeen and one-third (17 1/3) additional days off annually, so that each such employee so assigned shall receive the same number of regular days off annually as will employees working the regular four-and-two work schedule described in sub-paragraph (i) of this section. These seventeen and one-third (17 1/3) additional days off shall be taken one (1) each three (3) weeks, in accordance with a schedule that shall be determined by the Chief of Police and the Association.

(iii) Present practice as to lunch and dinner relief shall continue during the term of this Agreement.

**Section 3. Overtime.** All assigned, authorized, or approved service outside or out of turn of an employee's regularly scheduled tour of duty or work shift (other than paying police details), including service on an employee's scheduled day-off, or during his/her vacation and service performed prior to the scheduled starting time of his/her regular work shift or tour or duty, and service performed subsequent to the scheduled time for conclusion of his/her regular work shift, or tour of duty and including court times as set forth in Article V, and work of reserve patrolmen in excess of forty (40) hours in a week, shall be deemed overtime service and paid for as such.

A. Overtime service shall not include:

- (a) An out-of-turn work shift or tour of duty, which is substituted for a regularly scheduled work shift, or tour of duty at the request of an employee (subject to Department approval).
- (b) Swapped tour(s) of duty or work shift(s) between individual employees by their mutual agreement (subject to Department approval).
- (c) A change in the schedule of an employee who is shifted from one work shift or tour of duty to another work shift or tour of duty for a period of fourteen (14) or more consecutive calendar days; or for a period of less than fourteen (14) consecutive calendar days for the purposes of (a) in-service training or courses; (b) attendance at promotional examinations; or (c) out-of-state assignments; or for a period of seven (7) consecutive calendar days for the purposes of covering vacation or long-term illness or injury, in accordance with present practice.
- (d) Notwithstanding the termination provisions of Article XVII of the Agreement, a floater work-shift so-called to which one employee may be assigned, provided, however, the Chief of Police shall in advance, for each six (6) week period during which he/she is so assigned, schedule the work shift or tours of duty he/she shall work during each such six (6) week period (the purpose of this floater shift is to cover days off upon implementation of the four-and-two work week; such shift shall be bid for under the provisions of article XIII of the Agreement, and if no employee so bids, the most junior employee shall be so assigned).

B. If an employee who 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 his/her assigned such shift or tour is recalled to Police Headquarters or to any other place, and he/she reports thereat, or if an employee is so recalled on a scheduled day off or during his vacation, he/she shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of three (3) hours of overtime recall pay therefore; provided; however, a reserve officer so recalled shall be paid on a regular service basis for all such time, or on an overtime service basis if such reserve officer works more than forty (40) hours in a week, and shall be guaranteed a minimum of three (3) hours, of either regular or overtime recall pay therefore, as the case may be.

**Section 4. Scheduling of Overtime.** In emergencies or as the needs of the service require, regular full-time police officers (patrolmen and sergeants) may be required to perform overtime work. All such employees shall be given as much advanced notice as possible of overtime work opportunities. Scheduled overtime shall be posted and distributed to all regular employees, when available, on an equitable and fair basis. Employees, other than those required to work beyond their normal work shift or tour of duty due to the exigencies of

their workday (such as a late ambulance run, and accident, etc.) shall have the option of declining offered overtime but 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 overtime job, such additional regular full-time police officers may be required to work overtime on an assigned basis. All such employees shall be afforded the opportunity to accept overtime service but there shall be no discrimination against any employee who declines to work overtime on the voluntary basis.

Reserve police officers shall, if requested and willing to work, work such shift openings as are offered them on a voluntary acceptance basis; work opportunities within the three (3) shifts shall be afforded such officers on an equitable and fair basis, and made available on a refusal basis to such officers; provided, however, that overtime work opportunities on shifts shall first be afforded to reserve police officers at their applicable rates of pay before affording such opportunities to regular full-time employees, except as the Chief of Police in his sole discretion, shall from time to time determine otherwise.

The Town shall have the authority to order a reserve patrolman to work after refusals from all available reserves and full-time patrolmen.

"Notwithstanding any other provisions of this Section or past practice, employees shall not be charged with a refusal of an overtime shift if offered less than twenty-four (24) hours prior to the commencement of such shift". Issued pagers must be carried and responded to within a reasonable period. If employees do not respond to their pages within a reasonable period of time, it will be assumed they do not want the call back, detail, shift or whatever the purpose of the page.

**Section 5. Non-Avoidance of Overtime Provisions.** The scheduled work shifts or tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the payment of overtime.

**Section 6. Method of Compensation for Overtime Service.** A regular full-time employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his/her regular weekly compensation, time and one-half his/her straight-time hourly rate for each hour of overtime service, or fraction thereof; a reserve officer who works more than forty (40) hours in a week shall receive, in addition to his/her regular hourly compensation for such work, time and one-half his/her regular hourly rate for each hour of overtime service, or fraction thereof. The straight-time hourly rate of regular full-time employees shall be computed as one-fortieth of an employee's regular weekly compensation.

Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service. However, at the option of the employee compensatory time off shall be granted at time and one-half for each hour of overtime service.

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

Officers will report to their shifts 20 minutes before the start time. If an officer does not report a full twenty minutes prior to the start of the shift, the officer shall make up the remaining time by staying at work after the shift. These 20 additional minutes are unpaid. All officers will view any training tapes at the discretion of the Chief or his designee plus completing pre and post-tests. All officers on a monthly basis will do this. If this cannot be accomplished on duty it will be done on the officer's own time. This section applies to all officers including reserves that have not worked that month.

**Section 7. Compensatory Time.** Officers must give twenty-four (24) hours notice when requesting compensatory time. This requirement may be waived if a reserve officer is available for the shift. Officers must leave a contact number in case the shift is not filled. Officers will be notified at that contact number if the shift is not filled, within a reasonable amount of time for the Officer to report for the shift.

Employees may accumulate up to eighty (80) hours of compensatory time, but may not carry compensatory time from one fiscal year to the next except by permission of the Chief. After May 1, a maximum of forty (40) hours may be accrued and they must be used before the end of the fiscal year.

## ARTICLE XII

### COMPENSATION

**Section 1. Pay Schedule.** The pay schedule of a regular full-time employee holding the rank of Sergeant shall be sixteen percent (16%) higher at step three than the pay of a patrolman at step three. Effective 7/1/2003 all full-time and reserve employees shall receive a two and one-half percent (2.5%) pay increase. Effective 7/1/2004 all full-time and reserve employees shall receive a three percent (3%) pay increase. Effective 7/1/2005 all full-time and reserve employees shall receive a three percent (3%) pay increase.

The pay schedule for 7/1/03 to 6/30/2004 shall be as follows:

		Step 1	Step 2	Step 3
<b>Patrolman</b>	Weekly	\$ 639.37	\$ 715.86	\$ 792.02
<b>Sergeant</b>	Weekly	\$ 826.87	\$ 872.81	\$ 918.74
<b>Res. Patrol</b>	Hourly	\$ 14.52	\$ 15.21	\$ 15.98

The pay schedule for fulltime regular Patrol Officers for 7/1/2004 to 6/30/2005 shall be as follows:

Years of Service	0-4 Years	5 Years	10 Years	15 Years	20 Years
<b>1<sup>st</sup> Step</b>	\$ 658.55				
<b>2<sup>nd</sup> Step</b>	\$ 737.34				
<b>3<sup>rd</sup> Step</b>	\$ 815.78	\$ 819.74	\$ 821.72	\$ 823.70	\$ 825.68

The pay schedule for fulltime regular Sergeants for 7/1/2004 to 6/30/2005 shall be as follows:

Years of Service	0-4 Years	5 Years	10 Years	15 Years	20 Years
<b>1<sup>st</sup> Step</b>	\$ 851.68	\$ 855.64	\$ 857.62	\$ 859.60	\$ 861.58
<b>2<sup>nd</sup> Step</b>	\$ 898.99	\$ 902.96	\$ 904.94	\$ 906.92	\$ 908.90
<b>3<sup>rd</sup> Step</b>	\$ 946.30	\$ 950.26	\$ 952.24	\$ 954.23	\$ 956.21

The pay schedule for Reserve Patrol Officers for 7/1/2004 to 6/30/2005 shall be as follows:

	Step 1	Step 2	Step 3
<b>Hourly</b>	\$ 14.96	\$ 15.67	\$ 16.46

The pay schedule for fulltime regular Patrol Officers for 7/1/2005 to 6/30/2006 shall be as follows:

Years of Service	0-4 Years	5 Years	10 Years	15 Years	20 Years
<b>1<sup>st</sup> Step</b>	\$ 678.31				
<b>2<sup>nd</sup> Step</b>	\$ 759.46				
<b>3<sup>rd</sup> Step</b>	\$ 840.25	\$ 844.33	\$ 846.37	\$ 848.41	\$ 850.45

The pay schedule for fulltime regular Sergeants for 7/1/2005 to 6/30/2006 shall be as follows:

Years of Service	0-4 Years	5 Years	10 Years	15 Years	20 Years
<b>1<sup>st</sup> Step</b>	\$ 877.23	\$ 881.31	\$ 883.35	\$ 885.39	\$ 887.43
<b>2<sup>nd</sup> Step</b>	\$ 925.96	\$ 930.05	\$ 932.09	\$ 934.13	\$ 936.17
<b>3<sup>rd</sup> Step</b>	\$ 974.69	\$ 978.77	\$ 980.81	\$ 982.86	\$ 984.90

The pay schedule for Reserve Patrol Officers for 7/1/2004 to 6/30/2005 shall be as follows:

	Step 1	Step 2	Step 3
<b>Hourly</b>	\$ 15.41	\$ 16.14	\$ 16.95

**Section 2. Reserve Officer Pay Schedule.** The pay schedule for reserve officers at step three (3) shall remain consistent with the starting rate for new full-time hires.

(a) Reserve Officers shall receive in addition to their regular hourly compensation an annual productivity based compensation according to a minimum number of shifts worked during the applicable year. The productivity based compensation will be as follows:

<u>Number of Shifts Worked</u>	<u>Additional Compensation</u>
12 or Less	\$ 0.00
13-21	100.00
21-26	300.00
26-31	400.00
31-41	600.00
41-46	800.00
46-51	900.00
51 or more	1,100.00

**Section 3. Starting Salary and Increments.**

(a) Appointments. Except as provided otherwise in paragraph (b) of this Section every employee shall, upon appointment to the rank of patrolman (regular) and reserve patrolman specified in the schedule in Section 1 of this Article, be compensated at the rate specified for such rank in Step 1 of said schedule, and shall effective with the first day of the payroll period in which falls the day immediately succeeding each period of fifty-two (52) weeks of such rank be advanced to the rate specified for such rank in the next Step, if any, of said schedule.

(b) Promotion. Every employee promoted to a rank of sergeant specified in the schedule in Section 1 of this Article, shall upon such promotion, be compensated at the rate specified for such rank in Step 1 of said schedule.

(c) Transition. Every employee holding a rank specified in the schedule in Section 1 of this Article, shall be compensated as follows:

A patrolman in his/her first year of service, at the rate specified for his/her rank in Step 1 of said schedule.

A patrolman in his/her second year of service, at the rate specified for his/her rank in Step 2 of said schedule.

A patrolman in his/her third year of service, at the rate specified for his/her rank in Step 3 of said schedule.

A sergeant in his/her first year of service, at the rate specified for his/her rank in Step 1 of said schedule.

A sergeant in hi/her second year of service, at the rate specified for his/her rank in Step 2 of said schedule.

A sergeant in his/her third year of service, at the rate specified for his/her rank in Step 3 of said schedule.

A reserve patrolman in his/her first year of service, at the rate specified for his/her rank in Step 1 of said schedule.

A reserve patrolman in his/her second year of service, at the rate specified for his/her rank in Step 2 of said schedule.

A reserve patrolman in his/her third year of service, at the rate specified for his/her rank in Step 3 of said schedule.

**Section 4. Computation of Service.** Only permanent full-time service on or with the Police Department of the Town shall be included in computing length of service for compensation purposes of regular full-time employees except that all leave of absence for military service terminating with the reinstatement or re-employment of the employee on the Police Department of the Town shall be so included. All service as a reserve patrolman, whether interrupted or not, shall be included in computing length of service for compensation purposes of reserve patrolman.

**Section 5. Night Shift Differential.** An employee (full-time regular patrolman and sergeant) who is regularly scheduled to work on the second shift (shift or tour commencing at 4:00 P.M. and ending at 12:00 midnight, or commencing at 5:00 P.M. and ending at 1:00 A.M. or commencing at 6:00 P.M. and ending at 2:00 A.M.) shall receive, in addition to his regular weekly compensation, a weekly night shift differential of Forty dollars (\$40.00), and the third shift (shift or tour commencing at 12:00 A.M. and ending at 8:00 A.M.) shall receive, in addition to his regular weekly compensation, a weekly night shift differential of Fifty dollars (\$50.00). Night shift differential shall be included in base pay for the purposes of computing holiday pay, vacation pay, sick leave and injured leave, and shall be deemed and is regular compensation for pension/retirement purposes.

**Section 6. Special Duty Compensation.** Employees assigned the duties and responsibilities of Juvenile Officer or Safety Officer or Drug Officer or Photographer/Fingerprint Officer shall receive, in addition to all other compensation due them under this Agreement, at the rate of One Hundred and Fifty dollars (\$150.00) annually.

**Section 7. Longevity.** Employees with five (5), ten (10), fifteen (15) and twenty (20) years of service shall receive an annual longevity payment, in December of each year of two hundred dollars (\$200.00), three hundred dollars (\$300.00), four hundred dollars (\$400.00) and five hundred dollars (\$500.00) respectively. Longevity shall be included in base pay for the purpose of computing holiday pay, vacation pay, sick leave and injured leave, and shall be deemed and is regular compensation for pension/retirement purposes. Effective 7/1/2004 Longevity shall also be included in base pay for the purpose of computing all overtime compensation.

## ARTICLE XIII

### SENIORITY

**Section 1.** The seniority of patrolmen employees shall date from the time of their first appointment as regular full-time patrolmen in the employ of the Town and its Police Department. Those patrolmen employees so appointed on the same day shall have their relative seniority vis-à-vis each other determined on the basis of the order of their appointment.

**Section 2.** The seniority of sergeant employees shall date from the time of their promotion as sergeant in the Police Department on the Town. Those sergeant employees so appointed on the same day shall have their relative

seniority vis-à-vis each other determined on the basis of the order of their appointment.

**Section 3.** Employees, within ranks, shall have the right and option to pick their shift by seniority, with preference given to employees in the order of their seniority. When an opening occurs, the senior employee within rank who requests the same in writing shall be given the opportunity to fill the vacancy. The vacancy shall be forthwith posted in a conspicuous place in the Station for at least five (5) days thereafter, which posting shall state a seven (7) day deadline for bids or picks and a seniority bid or pick for said opening shall accordingly be made. Thereupon, the senior employee within rank shall be assigned to said opening. All bids shall be submitted in duplicate, with one (1) copy to the Chief of Police and one (1) copy to the Personnel Board. When there are no bidders for an opening, the employee with the least seniority shall be assigned to fill it. Employees not electing to exercise their seniority rights to fill a shift opening or to make a seniority bid therefore shall maintain their then shift assignment, subject to the provision of the preceding sentence, and their seniority rights vis-à-vis other employees in the event of other shift openings or to make a seniority bid therefore.

For the purpose of this Section, the number of officers assigned to each shift as of the effective date of this Agreement shall constitute the minimum number in determining openings.

## ARTICLE XIV

### **MANAGEMENT RIGHTS**

Subject to this Agreement and applicable law, the Town reserves and retains its usual and customary prerogatives of municipal management; the Association recognizes that the Town of Middleton, through its Police Department, has the paramount duty to preserve the peace, protect life and property, prevent crime, apprehend criminal, and enforce the law; the Association further recognizes that the management of the Town, and the direction of the Police force, including the right to hire and promote employees; to discipline, suspend or discharge employees for just cause; to make work assignments and to determine the nature, scope and manner of performance of job duties, is vested and reserved in the Town and its Board of Selectmen, subject as aforesaid.

## ARTICLE XV

### MISCELLANEOUS

**Section 1.** Space will be provided within the Station House for an Association bulletin board of reasonable size, to be supplied by the Association, for posting of announcements or other materials relating to Association business.

**Section 2.** Both parties to the Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe working conditions shall be brought to the attention of the employee's superior officer or the Chief of Police and shall be a subject of grievance hereunder at Step 1, 2, and 3 of the Grievance Procedure only.

**Section 3.** The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, or order promulgated by the Chief of Police or the Town.

**Section 4.** In the event any statute(s), by-law(s), order(s), or resolution(s) relating to or affecting employees provide or set forth benefits or terms in excess of or more advantageous than the benefits or terms of this Agreement, the provisions of such statute(s), by-law(s), order(s), or resolution(s), to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous than those provided or set forth in any such statute(s), by-law(s), order(s), or resolution(s), the provisions of this Agreement shall prevail.

**Section 5. Invalidity.** Should any provision of this Agreement or any supplement thereto be held invalid by any court or tribunal or competent jurisdiction (and of last resort), or if any compliance with or enforcement of any such provisions should be restrained by any court, all other provision of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate immediately for satisfactory replacement for any such provision.

**Section 6. Sick Leave.** All employees shall accumulate fifteen (15) days of sick leave yearly at the rate of one and one-quarter (1-1/4) days per month, but in no event shall such accumulation exceed one hundred fifty (150) days of sick leave. An employee's absence sick during days off, or while on vacation shall not be charged against this bank of sick-days. Present practice as to sick leave shall continue in full force and effect during the term of this Agreement, subject to the provisions of this Section.

**Section 7. Injured Leave.** Present injured leave practice of the Town shall continue in full force and effect during the term of this Agreement.

**Section 8. Vacations.** The present vacation leave practice of the Town shall continue in full force and effect during the terms of this Agreement, full-time employees shall receive an additional vacation day per year after sixteen (16) years of employment and an additional day for each year of employment thereafter up to twenty (20) years. Employees shall be assigned their vacation in accordance with their seniority choice of vacation weeks. Employees shall be required to give twenty-four (24) hours notice to the Department prior to the use of individual vacation days, except in an emergency.

Employees may carryover vacation from one calendar year to the next in accordance with the provisions of the Town By-Laws.

**Section 9. Education Incentive Pay.** The Town agrees that, having accepted the provisions of Chapter 835 of the Acts of 1970, it shall pay to all employees so entitled police career incentive base salary increases as provided for, in and by said Chapter 835, and include same in the computation of other compensation and benefits under this Agreement, and deem and consider same as regular compensation for pension/retirement purpose.

**Section 10.** Except as improved herein, all job benefits and practices previously enjoyed by employees will continue in full force and effect during the term of this Agreement. No employee shall suffer a reduction in such benefits or practices as a result of the execution of this Agreement. "Benefits" and "practices" hereunder shall be deemed to include, by way of example and not by way of limitation, sick leave, vacation leave, paid injured leave, reliefs and legal defense by the Town.

**Section 11. Health and Life Insurance.** The Town's Group Insurance Plan (Health and Life Insurance) in force on the effective date of this Agreement shall remain in force and effect during the term of this Agreement, unless improved by the Town, or changed by mutual agreement, and the Town further agrees to maintain its present premium contribution thereto.

**Section 12. Out-of-Town Paid Details.** Employees working paid details in communities other than the Town shall be paid the applicable paid detail rate and minimum guaranty, if any, prevailing in such communities.

\* **Section 13. Funeral Benefits.** The Town agrees to submit to the next Town Meeting, for acceptance, the provisions of G.L. C. 41, Section 100G, providing for the payment of funeral and burial expenses of police officers.

**Section 14. Personnel Files.** Each Employee shall have the right to view his/her personal file at any reasonable time during Monday – Friday day hours, with reasonable notice, and the right to copy material in same. If material is placed in the file of a negative nature, the employee shall be informed of the same, and have the right to rebut and /or grieve same.

**Section 15. Association Delegates.** Two (2) Association delegates shall be granted two (2) days leave without loss of pay each to attend the annual Massachusetts Police Association (MPA) Convention, if regularly scheduled to work any portion of the days on which the convention is held.

## ARTICLE XVI

### DUES AND AGENCY FEE

**Section 1. Dues.** In accordance with the provisions of General Laws, Chapter 180, Section 17A as amended, the Town agrees to deduct weekly, or biweekly, from the pay of each employee in the bargaining unit who properly authorizes it, all Association dues, said dues in the amount of Eight dollars (\$8.00) for full-time employees and Eight dollars (\$8.00) per work week for reserve officers. Any such authorization may be withdrawn by the employee by giving at least sixty-days (60) written notice to the Treasurer of the Town of such withdrawal, and by filing a copy of such withdrawal with the Treasurer of the Association. The Town Treasurer shall transmit such Association dues to the Association's treasurer each month, and shall require of said Treasurer such bond, in such form in accordance with the provisions of Chapter 180, Section 17A, as shall satisfy the Town Treasurer.

**Section 2. Agency Fees.** In accordance with the provisions of Chapter 1078 of the Acts of 1973, effective thirty (30) days after the effective date of this Agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Association in good standing and who have been employed for thirty (30) days or more, shall pay the Association an agency fee of eight dollars (\$8.00) weekly for full-time employees and eight dollars (\$8.00) per work week for reserve officers to defray the cost of collective bargaining and contract administration. Such agency fee shall be deducted by the Town Treasurer from each payment of salary made to each such employee during the term of this Agreement and pay same over to the Association as exclusive bargaining agent for such employee.

## ARTICLE XVII

### DURATION OF AGREEMENT

**Section 1.** This Agreement shall be effective July 1, 2003, or at such later date as to certain provisions thereof, as may be specifically referred to in this Agreement, and shall remain in full force and effect until June 30, 2006, at 11:59 P.M.

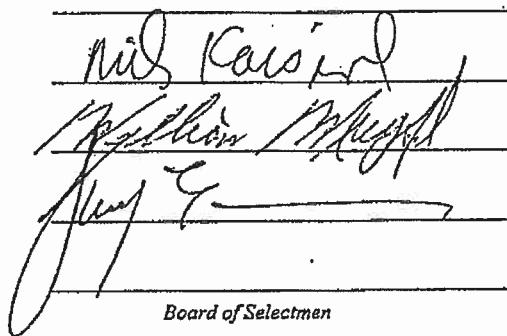
**Section 2.** On or After September 23, 2005, either party may submit to the other its proposals for a new Agreement to be effective on the termination of this Agreement; upon receipt of a proposal from one party, both parties shall proceed forthwith to bargain collectively with respect thereto. If negotiations are not concluded and a new Agreement not executed prior to June 30, 2006, this Agreement shall continue in full force and effect until a successor agreement is reached.

**Integrated Agreement.** The parties agree to finalize and execute an integrated contract within ninety-days (90) of the date of execution of this Memorandum Agreement. Parties will share equally in the cost of integrating this Agreement.

WITNESS our hands and seals this 23<sup>rd</sup> day of September 2003.

Town of Middleton

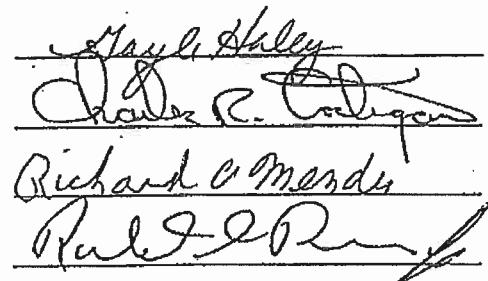
by:

  
Neil Kaisin  
William Muzzell  
Alan G.

Board of Selectmen

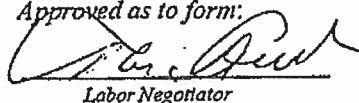
Middleton Police Benevolent Association.

by:

  
Gayle Shelly  
Charles R. Rodriguez  
Richard O'Meara  
Paul J. D'Amico

Bargaining Committee

Approved as to form:

  
Eric Reed  
Labor Negotiator

Witnessed by:

  
Association Counsel

AGREED UPON ITEMS FOR THE CONTRACT OF THE MIDDLETON POLICE  
UNION FOR CONTRACT PERIODS 7/1/06 to 6/30/07 and 7/1/07 to 6/30/10 (Effective  
date 8/13/08).

1. Pay increases in the following increments: 7/1/06 = 2.75%, 7/1/07 = 3%, 7/1/08 = 2.75%, 7/1/09 = 2.75%. All monies will be paid retroactively.
2. Increase of cleaning allowance by \$100 effective 7/1/07 contract year. (\$100 retroactive to last year)
3. One time boot/shoe allowance of \$200 to fulltime officers, \$100 to reserve officers.
4. Fulltime officer – Will be paid at second step upon successful completion of the Academy or a new hire that is Academy trained will be brought in and started at second step.
5. Special Duty Compensation: Each fulltime officer will receive a stipend of \$200 annually for extra duties and responsibilities as assigned by the Chief. Three (3) reserve officers, the mechanic and two (2) computer officers, will each receive a stipend of \$100 for their extra duties and responsibilities. This will replace Article XII, Section 6 of the CBA and will become effective immediately upon signing)
6. Acting Positions An officer shall receive the rate of pay for that specific acting position in the event of a vacancy (if) the Chief deems it necessary to fill such vacancy. This may be for situations such as retirement, death or extended injury, at the sole discretion of the Board of Selectmen and the Chief of Police.
7. Detail rate increased by \$4 per hour immediately upon signing of contract to a rate of \$42 per hour. Effective 10/1/08, the detail rate will be \$44 per hour.
8. Any detail starting *on* or *after* the hours of 10:00 PM to 6:00 AM will be paid at 1.5 regular detail rate.
9. Any detail worked on a holiday as defined in Article X will be paid at 1.5 regular detail rate. In addition, any detail on Christmas Eve or New Year's Eve starting at 6:00 PM or after, will be paid at 1.5 regular detail rate.
- 11.. Reserve officers will receive overtime for the following events; Parades, Chief Will's Day or any other community event that the Chief deems applicable when the fulltime officers' list has been exhausted. In addition, reserve officers will be paid overtime for CPR/First Aid, Firearms or Breathalyzer training.

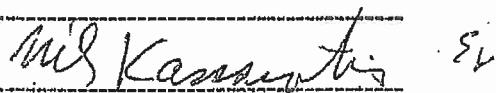
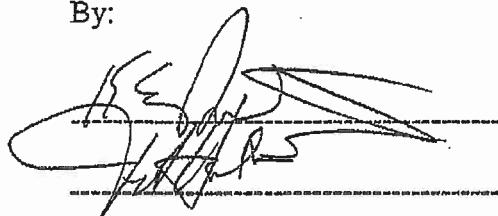
12. Productivity pay will be increased by \$100 per step, effective immediately upon signing (\$100 retroactive to last year)
13. Reserve officers who complete 15 years of continuous service will be compensated at second step patrol officer pay, effective immediately upon signing.
14. \$100 will be added to each level of longevity payment (\$100 retroactive to last year).
15. The Association agrees to form a Committee and participate in no less than 4 (four) meetings a year during regular business hours for the purpose of actively assisting in the development of a Drug Free Employee Policy for the sworn officers of the Middleton Police Department. The Committee will consist of 2 (two) members selected by the Association. The Town agrees that each member will be compensated for his/her participation in the following manner: any member participating during non-work hours will receive overtime compensation, on an hour for hour basis, with no call back or minimum involved.
16. **Residency** Any new employee , after the effective date of this agreement, shall be a resident of Massachusetts and reside no further than 20 miles from the municipal boundaries of Middleton. All current employees are exempt from the provisions of this requirement, except that they may not move out of state nor more than 20 miles from the municipal boundaries of Middleton without the express written permission of the Board of Selectmen and the Chief of Police.
17. The Chief and/or the OIC must be notified within 48 hours in the event of an employee being arrested, the subject of a criminal court case, restraining order, suspension or revocation of his/her driver's license or in the event that the officer is the operator of a motor vehicle involved in an accident in which personal injury results to him or her.
18. An officer requesting four (4) or more consecutive days off must provide a minimum of two weeks notice to the Chief in writing, who may waive this requirement in the case of an emergency or exceptional circumstances, as deemed by the Chief in his/her sole discretion. In such cases, the employee must submit, in writing, the request for an emergency waiver stating the reason for the requested time.
19. Any officer requesting the following days off must provide a fourteen (14) day notice to the Chief, in writing, and, if any of these days fall within a four day request under the previous section, the officer must also provide a fourteen (14) day notice to the Chief, in writing:  
New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Memorial Day, Labor Day, July 4<sup>th</sup>

WITNESS our hands and seals this 23<sup>rd</sup> of September 2008.

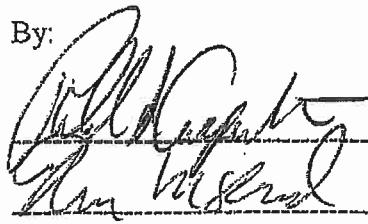
Town of Middleton

Middleton Police Department Benevolent Assoc.

By:



By:



Board of Selectmen

Bargaining Committee

Approved as to form:

Labor Negotiator

Witnessed by:

Association Council

Items 2, 12 and 14 are retroactive to 7/1/07 and thus, 2 years payment will be due on each of those.



**Middleton Police Benevolent Association**  
65 North Main Street  
Middleton, MA 01949  
978-774-4424 Fax 978-774-4466

Ronald Carpenter, President  
Richard Cardinale, Vice President

## **Memorandum of Understanding between the Town of Middleton and Middleton Police Benevolent Association**

This agreement is made this 10th day of March 2011 by and between the Town of Middleton hereinafter called the "Town" and the Middleton Police Benevolent Association; hereinafter call the "Association".

1. Except as specifically modified by this Memorandum, the provisions of the contract between the parties for the period ending June 30, 2010, shall continue in full force and effect.
2. This memorandum covers the period from July 1, 2010 through June 30, 2011.
3. There shall be no increases in the compensation amounts for the Association members contained in Article XII and the parties acknowledge this represents a 0% wage COLA increase for the period shown above.
4. The Town agrees to reopen this contract only for the purpose of reconsideration of the 0% wage increase, if the group of non-union town employees are granted a cost of living increase within Fiscal Year 2011, or if any one of Middleton's labor representative (union) employee groups within the collective bargaining authority of the Board of Selectmen do not have a 0% COLA wage increase, otherwise known as a single year wage freeze, in their contracts for one year in either Fiscal Year 2010, or 2011, or at some point during their contract cycle, with the exception of the Middleton Clerical Association and the Middleton Call Firefighters Association.
5. The detail rate effective January 1, 2011 will be \$46 per hour and all other provisions of Article VII remain in full force and effect.
6. All full time members shall receive a one-time Administrative Day off to be used, and compensated at their regular rate of pay, by June 30, 2011 with a request in writing to the Police Chief with 24 hour notice.
7. Amend the fourth paragraph in Article XI to read as follows:

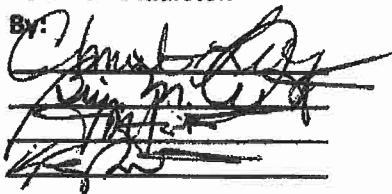
"Upon the hiring or promotion of full time personnel, the Chief may implement an additional split shift, subject to bid, while not affecting the current schedule. A swing shift once established may only be changed subject to bidding and an officer accepting said shift."

8. All current and new full time officers appointed to the Police Department shall receive an, "Educational incentive compensation" at a rate established by the provisions of the "Quinn Bill".

Witness our hands and seal this 15 day of March, 2011

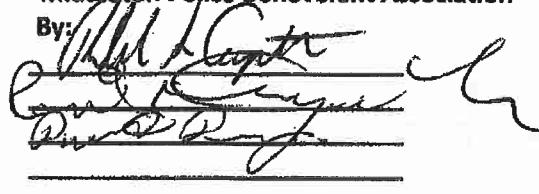
Town of Middleton

By:

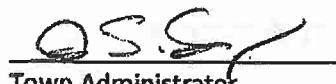


Middleton Police Benevolent Association

By:



Board of Selectmen



Town Administrator

Bargaining Committee Members

Original  
ISS

## Memorandum of Understanding between the Town of Middleton and Middleton Police Benevolent Association

This agreement is made this 26 day of June 2012 by and between the Town of Middleton hereinafter called the "Town" and the Middleton Police Benevolent Association, hereinafter called the "Association".

Except as specifically modified by this Memorandum, the provisions of the contract between the parties for the period ending June 30, 2014, shall continue in full force and effect.

1. This Memorandum covers the period from July 1, 2011 through June 30, 2014.
2. Members of the Association who are enrolled in the Town's Health Insurance Program will transfer as of July 1, 2012 [through the open enrollment period in May of 2012] to the Town's MIIA Health Benefits Trust Plan entitled "HMO Blue Options", in which all other Town employees are enrolled who have elected Town sponsored health insurance. It is further acknowledged that in addition to the options to negotiate health plan design changes with each individual bargaining unit under the provisions of Massachusetts General Laws Chapter 150E, the 2011 Massachusetts Municipal Health Insurance Reform Act provides a new procedure to collectively explore opportunities to enroll in new health insurance plans which offer cost savings and updated plan benefits to the Town and its eligible employees.
3. The Town will reimburse, on a one time basis, each member of the "Association" who purchases an "outside uniform protection vest" as specified by the Police Chief up to \$160.
4. The Town will reimburse, on a one time basis, each member of the "Association", who purchases work boots in accordance with the specifications of the Town effective July 1, 2012 as follows; \$200 for full time officers and \$100 for part time officers.
5. The annual cleaning allowance effective July 1, 2012 increases from \$675 (full time) and \$325 (part time) as follows; \$725 per year for full time officers, and \$350 per year for part time officers.
6. The detail rate effective with the signing of the contract will be \$48 per hour, and on July 1, 2012 will be \$50 per hour and on July 1, 2013 will be \$52 per hour.
7. Hourly pay increases as follows:

Fiscal Year 2012 2%

Fiscal Year 2013 2%

Fiscal Year 2014 2%

8. With the successful completion of training as certified by the Police Chief, each full and part time officer shall receive, for acquiring the skills and training needed to comply with the amended Middleton Police Weapons Policy and Procedures as adopted by the Board of Selectmen on March 13, 2012, an additional hourly pay increase of 1% beginning in Fiscal Year 2013 on July 1, 2012, and beginning in Fiscal Year 2014 on July 1, 2013 an additional hourly pay increase of 1%.

9. Amend Article XV, Section 9 of the Agreement between the Town and the MPBA to delete the existing section in its entirety and replace it with the following as shown below in bold italics.

**Education Incentive Pay**

*Any police officer, who has attained his/her degree prior to the September 1, 2009 deadline implemented by the Massachusetts Board of Higher Education, will be grandfathered into the Educational Incentive Plan formally known as the "Quinn Bill" as indicated in Article XV, Section 9 of the Agreement between the Town and the MPBA. This incentive also includes officers hired before September 2009 and who have accumulated credit hours qualifying under the program.*

*Officers hired after the September 1, 2009 deadline, and who have received a degree from a nationally accredited college, will be eligible for an educational incentive, subject to a review by the Police Chief and Town Administrator of the course work completed and its relevancy to the career of a police officer. Eligible fields of study include but are not limited to; Criminal Justice, Public Administration, Sociology, Social Services, Business Administration, and all related fields which have coursework and studies relevant to the duties of a police officer.*

*The educational incentive to be added annually to base compensation is as follows:*

**\$4,000 for Associate's Degree \$7,000 for Bachelor's Degree \$9,000 for Master's Degree**

*Educational incentive pay shall be included same in the computation of other compensation and benefits under this Agreement, and deem and consider same as regular compensation for pension/retirement purposes. This incentive pay shall become payable as of 7-1-12*

*QSS 6-28-12 RAC AIC*  
10. Amend language in Item #8 contained within the Supplemental Agreement effective 3-13-08 to add after the word rate the following as shown below in italics;

Any detail starting on or after the hours of 10:00PM to 6:00AM will be paid at one and one half the regular detail rate.

*"If the scheduled detail extends beyond 6:00AM, the rate reverts back to the regular detail rate. If the detail is a non-scheduled "Emergency detail", the rate for these details, if started after 10:00PM, will remain at the one and one half the regular detail rate until the completion of the detail."*

11. With respect to all grievances filed by the "Association" regarding the question of patrol rifles being deployed as a result of an incident on January 12, 2012 and electronically mailed to the Police Chief by Vice President Richard Cardinale on January 31, 2012, and the "Shift before Detail" Grievance so called discussed at the October 25, 2011 meeting between the Association and Town, the Association agrees that both issues are withdrawn and resolved with the signing of this contract and the adoption of language shown below in Item 12 of this Memorandum of Understanding.

12. Amend Article VII [Paying Police Details] to Section (g) to add the following as shown in bold italics:

Such details opportunities will be afforded to reserve patrolmen on the same fair and equitable basis in this Article referred to *except as provided herein*:

**Reserve Officers to Fill Regularly Scheduled Work Shifts before Becoming Eligible to Work**  
**Regularly Scheduled Work Details**

***If any 8AM-4PM shift Monday-Friday has been filled by full time officers working overtime, Reserve Officers will not be permitted to work details unless the contractor calls in the detail two hours after the start of the shift.***

***If any 8AM-4PM shift Saturday or Sunday has been filled by full time officers working overtime or remains unfilled and open, Reserve Officers will not be permitted to work details unless the contractor calls in the detail two hours after the start of the shift.***

***If any 4:00PM-12:00AM shift seven days a week with fewer than three full or part time officers working, Reserve Officers will not be permitted to work details unless the contractor calls in the detail two hours after the start of the shift.***

***If any 12:00AM-8AM shift Saturday or Sunday has been filled by full time officers working overtime, Reserve Officers will not be permitted to work details unless the contractor calls in the detail two hours after the start of the shift.***

***The Police Chief reserves the right to call in Reserve Officers for details in the case of "Emergencies".***

13. In appreciation and recognition of the dedication, professionalism, productivity and good work of all Middleton Police Officers who are also members of the "Association" during the past several years in where there has been less money available for cost of living raises, the Town will pay each full time officer the one time sum of \$600 and each part time officer the one time sum of \$300 upon the signing of this contract.

Signed this 26 day of June, 2012.

For The Middleton Police Benevolent Association

Paul J. Dwyer  
Allen Gauthier  
William P. Hayes  
Robert G. Lank

For the Inhabitants of Middleton

Board of Selectmen and Town Administrator

John M. Cato  
Florance M. Jones  
Edith J. Kelly  
Karen L. Kell

