



AGREEMENT

BETWEEN

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC. LOCAL 092

An affiliate of the International Union of Police Associations, AFL-CIO

and

TOWN of HUBBARDSTON

POLICE DEPARTMENT

JULY 1, 2021 to JUNE 30, 2024

TOWN OF HUBBARDSTON – POLICE DEPARTMENT AGREEMENT

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PREAMBLE

This agreement, entered into by the Town of Hubbardston (hereinafter referred to as the Employer or the Town) and the New England Police Benevolent Association, Inc., Local #092 (hereinafter referred to as the Union) has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment insofar as the same may be permissible by law.

Wherever the term 'he' is used through this agreement, it shall be construed and interpreted as pertaining to either gender, male or female.

ARTICLE 1 **DURATION**

1.1 This Agreement will be in effect July 1, 2021 and will remain in effect until June 30, 2024. At the end of the third fiscal year, either party may terminate this Agreement provided such termination is transmitted through the Certified U.S. Mail to the responsible signatories to the Agreement. In no case may termination notice be sent less than thirty (30) days prior to the termination date herein agreed. If such notice is sent, the Agreement will remain in effect until a successor Agreement is in force.

ARTICLE 2 **RECOGNITION and SCOPE**

2.1 Recognition

- a) The Town hereby recognizes the Union as the exclusive representative for collective bargaining with respect to wages, hours, standards of productivity and performance, and other terms or conditions of employment for all full-time (including sergeants) and part-time patrolmen.
- b) The Town guarantees continuation of all agreements of last signed contract if the negotiation period(s) for the new contract extends beyond the scope of the last signed contract.

For the purpose of keeping the contract negotiating periods to a minimum, all agreements made, agreed upon, and contained in the last previous contract will automatically be applied to any new and upcoming contract without having to renegotiate each individual item contained therein. Only through the collective bargaining process may any previous agreement be removed from the labor contract.

2.2 Scope

- a) The agreement includes all of the agreements reached by the parties regarding matters pertaining to wages, hours and other conditions of employment of employees covered by this contract; however, any matter not mentioned in this contract, any matter for which directions are not set forth herein, shall be reserved for the decision by the Town or the Chief of Police, as the case may be, in their discretion and

in the exercise of such discretion, they shall not be subject to the grievance and arbitration procedures provided in this contract.

b) Severability

If any provision of this contract or any application of this contract to any employee covered by the terms of this contract shall be found contrary to law by a court of competent and final jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this contract shall continue in full force and effect.

The invalidation of any such provision or application of any such article by such court shall be sufficient cause for the parties to meet and renegotiate such provision or application.

c) Except to the extent that there is contained in this agreement express and specific provision to the contrary, the Town retains, whether exercised or not, all the authority, power, rights, jurisdiction and responsibility provided by the laws of the Commonwealth of Massachusetts to such Town for the control, direction and management of the Town and its Police force.

ARTICLE 3

EMPLOYEE RIGHTS and REPRESENTATION

3.1 The Employer agrees not to discharge, discriminate interfere with, restrain or coerce any employee because of his/her lawful exercise of the rights set forth in Section 2 or Chapter 150E of MGL.

3.2 The Employer agrees that it will not discriminate against any employee because such employee gives testimony, takes part in grievance procedures or hearings, negotiations or conferences for or on behalf of the Union or any employee.

ARTICLE 4

GENERAL PROVISIONS

4.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All reference to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

4.2 The Town agrees not to interfere with the right of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer representative against any employee activity in an official capacity on behalf of the Union.

4.3 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

4.4 The Town agrees to allow the Union to maintain a suitable bulletin board in a convenient place in the work area to be used by the Union when space is available. The Union shall limit its posting of notices and bulletins to such bulletin board.

4.5 The Town agrees that during work hours, on the Town's premises used by the Police Department, and without loss of pay, Union representatives shall be allowed to:

- Post Union notices,
- Distribute Union literature,
- Solicit Union membership during other employees' non-working times,
- Attend negotiating meetings with Town officials or Union meetings,
- Transmit communications, authorized by the local Union officers or other Union representatives concerning the enforcement of any provision of this Agreement with prior notice to the Chief of Police

The above will be allowed if it does not impede or hamper the operation at the Police Department.

4.6 All officers shall have use of the department computers for Department, Association and Union related use. An officer will not use the computers for Association or Union business during his regular shift schedule hours.

ARTICLE 5

RIGHTS of MANAGEMENT

5.1 The Town shall not be limited in any way in the exercise of the functions of municipal management or government and shall have retained and reserved unto itself, without bargaining with the Union, all the powers, authority and prerogatives of municipal management or government, including but not limited to the following examples:

- the operation and direction of the affairs of the department in all its various aspects;
- the determination of the level of services to be provided;
- the direction, control supervision, training and evaluation of the employees,
- the termination of employee classifications;
- the determination and interpretation of job descriptions;
- the planning, determination, direction and control of all operations and services of the department (and its units and programs);
- the increase, diminishment, change or discontinuation of operations, in who or in part;
- the institution of technological changes, including computerization of the revising of processes, systems or equipment;
- the subcontracting of work;
- the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- the determination of the methods, means, location, organization and number of personnel of the department, including whether to fill a vacancy or not;
- the assignment and transfer of employees, the scheduling and enforcement of shifts, vacations, days

- off and working hours;
- the assignment of overtime;
- the determination of whether goods should be leased, contracted or purchased on either a temporary or permanent basis;
- the hiring, appointment, promotion, demotion, suspension, discipline or discharge of employees;
- the layoff or relief of employees due to lack of funds or of work or for any other reason;
- the making, implementation, amendment and enforcement of such rules, regulations, operating and administrative procedures, from time to time as the Town deems necessary, except to the extent expressly limited by a specific provision of the agreement.

During a state of emergency, the Town shall have the right to take any action necessary to meet the emergency. The exercise of management rights under this section shall not be subject to the provisions of Article 8 (Grievance Procedure) of this agreement.

5.2 There shall be no strikes, work stoppages, or interruption or impeding of work, sympathy strikes, refusal to cross picket lines, or refusal to perform duties not established by contract. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities.

The Union agrees to take any action necessary to bring about cessation of any action listed in this section.

5.3 There shall be no discrimination, restraint or coercion against any employee because of membership or no membership in the Union.

5.4 There shall be no Union activity on Town time except as specifically provided herein.

ARTICLE 6

AGENCY SERVICE FEE or UNION SECURITY

6.1 All employees covered by this Agreement shall be required, as a condition of employment to make payment on or after the thirtieth (30th) day following the beginning of such employment, or the effective date of this Agreement, whichever is the later, of an agency fee to the Union. Such agency fee shall be in the amount equal to 90% of the Union dues.

6.2 At the election of the employee, said agency service fee may be deducted from his wages upon presentation to the Town of a signed authorization. Said authorization may be canceled by sixty (60) days written notice to the Town. An employee who does not authorize the Town to make biweekly payroll deductions as provided herein shall make the agency service fee directly to the New England Police Benevolent Association, Inc., Local 092.

ARTICLE 7 **WORK RULES**

- 7.1** Subject to provisions of this agreement, the parties agree that the making of reasonable regulations, policy & procedures to assure an effective and orderly working of the Department is the right of the Town.
- 7.2** The Town agrees to furnish each member of the Police Department a copy of the existing regulations, policy & procedures and a copy of any future changes or new rules.
- 7.3** The Town agrees, when feasible, to request Union input when establishing new or modifying or amending existing regulations, policy & procedures.

ARTICLE 8 **HEALTH & SAFETY**

- 8.1** It shall be the policy of the Town and the Union to promote the health and safety of the employees covered by this agreement by strict adherence to the rules for the prevention of accidents and/or occupational diseases.
- 8.2** A committee of not more than three Union members within the bargaining unit shall meet quarterly with the Chief of Police and other such persons as they desire to be present after notifying the Chief in writing. Such meetings to be held at a mutually convenient time and place. Matters to be discussed shall be of an informal nature relating to safety only. The parties agree that no matters shall be discussed at these meetings, which will in any way alter the terms and conditions of the agreement.
- 8.3** No smoking on duty. No smoking as a condition of employment for new employees hired after January 1, 1988.

ARTICLE 9 **APPOINTMENTS**

- 9.1** In the event of a vacancy for a full-time position, the Town Administrator shall give consideration to all part-time officers. The Chief, after considering seniority, performance, attendance, availability, and other job-related factors shall make his recommendation of his nominee to the Select Board and the Chief shall inform the Town Administrator of all applicants for full-time positions.
- 9.2** Full Time Officers shall be appointed according to the following schedule:

| | |
|--|-------------------------------|
| Original Appointment | to June 30 th next |
| After completion of: | |
| First (1 st) Year of Service | One (1) year appointment |

Second (2nd) Year of Service
Third (3rd) Year of Service

Two (2) year appointment
Three (3) year appointment

And as needed, three (3) year appointments to follow.

Part-time Officers shall be appointed annually. For the purpose of the article a year shall mean fiscal year. Years of service are retroactive for present officers. Reappointment by the Town Administrator shall be contingent upon a favorable recommendation by the Chief. The Chief may recommend a reduced appointment or no appointment at all.

9.3 If the appointing authority decides not to reappoint an officer, they will notify that officer involved, and the New England Police Benevolent Association, Inc., Local 092 in writing at least thirty (30) days prior to the end of the officer's appointment period.

ARTICLE 10 **PROBATIONARY PERIOD**

10.1 Newly hired employees shall be considered probationary employees during the first twelve (12) months of continuous employment **EXCLUDING** duration while being academy trained.

10.2 An employee separated during the probationary period shall have no recourse to the grievance procedure.

ARTICLE 11 **DISCHARGE, DEMOTION, DISCIPLINARY ACTION**

11.1 In the event an employee is discharged, demoted, or disciplined he shall be given a written statement of the reason(s) for such action.

11.2 The Town shall not suspend, demote, transfer or discharge any employee without specific just cause. The employee and his steward will be notified within three (3) days.

11.3 The Union shall have the right to take up the matter as a grievance as the first step of the grievance procedure.

11.4 Any employee found, following the grievance procedure, to be unjustly suspended or discharged will be reinstated by the Select Board with all back pay and benefits due.

ARTICLE 12 **GRIEVANCE PROCEDURE**

12.1 A grievance is defined as an allegation by one party that the other party has violated a specific term of the agreement.

12.2 Procedure

Step 1. The Union shall appoint from within their ranks a Grievance Committee. The purpose of this Committee shall be to evaluate any grievance brought by one of its members and make a determination as to validity and the necessity for the grievance to proceed. The Town agrees to accept only those grievances recommended and brought forward by the Grievance Committee.

Step 2. The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute, in writing with the Chief or the Chief's designate within seven (7) calendar days after the Union Steward knew or should have known about the occurrence of the grievance. The Chief and/or the Chief's designate shall attempt to resolve the matter in writing within seven (7) days after the date the grievance was filed.

Step 3. If the grievance or dispute remains unresolved, it may be presented to the Select Board in writing within fifteen (15) calendar days after the response from the Chief was received or due. The Select Board shall have the option of holding a hearing on the matter within fifteen (15) calendar days of receipt of the grievance and shall respond to the Steward/representative in writing within thirty (30) days after the filing with the Select Board.

Step 4. If the grievance is still unresolved, the Town or the Union may, within fifteen (15) calendar days after the reply of the Select Board is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by the American Arbitration Association. The parties will be responsible for sharing equally any of the costs of arbitration.

12.3 If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies without charge to the other party and to the arbitrator.

12.4 Grievances involving disciplinary action may be processed beginning at the second (2nd) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee. No arbitrator shall have any power to add to or subtract from or modify any of the terms of this agreement or to decide any question except the grievance as submitted. No award may be made retroactive for more than thirty days prior to the date of the grievance was reduced to writing in Step 1 except in cases where the affected employee was unaware of the grievance for reasons beyond the employee's control.

12.5 The parties agree that time extensions may be granted in writing by mutual agreement at any step of the procedure set forth in this article. A failure to act within the time frame specified in this article to file a grievance or appeal a decision to the next step, except while authorized leave, shall constitute a waiver of any rights under this agreement.

ARTICLE 13 **SENIORITY and SENIORITY RIGHTS**

13.1 Full-time seniority is defined as a Police Officer's length of continuous service with the Police Department since his original date of appointment as a full-time officer. Seniority shall be by rank with the full-time officers having seniority over all part-time officers.

13.2 Part-time seniority is defined as a Police Officer's length of continuous service with the Police Department since his original date of appointment as a part-time officer.

13.3 The Town shall post in a conspicuous place and furnish the Union at least every twelve (12) months with a current seniority list.

13.4 An employee's continuous service record shall only be broken by voluntary resignation, failure to reappoint, discharge for cause or retirement.

13.5 In the event it becomes necessary to lay off full-time employees for any reason, employees shall be laid off in inverse order by use of seniority list.

13.6 Employees shall be recalled from lay-off according to their seniority. No employees shall be hired until all employees in lay-off status desiring to return to work have been reassigned.

13.7 If a full-time shift opening occurs during the year, such shift shall be posted and be open for bid for a period of ten (10) days. Said notice to be posted by the Police Chief in the office of the Hubbardston Police Department. The senior full-time officer shall pick first. The process shall continue through the current full-time roster until the shift is filled.

13.8 This seniority clause shall include all full-time police officers except the Chief.

ARTICLE 14

PROFESSIONAL INDEMNITY

14.1 During the term of this agreement, the Town agrees to provide complete professional indemnity for full and part-time officers (up to \$1,000,000.00) by inclusion in the Town's insurance coverage).

14.2 For the purposes of statutory on duty indemnification, on duty shall commence the moment an officer leaves the threshold of his residence and continues until he reenters the threshold of his residence at the end of his duty, taking the most direct route in either direction. Duty shall include all police activities engaged in by the officer authorized by the Chief or his designate.

ARTICLE 15

TRAINING

15.1 The Town shall provide a sum of money for training of police officers, in police related work, provided replacements for employees sent for training can be made from either full-time or part-time officers at no additional cost to the Town, other than normal shift cost.

15.2 Persons ordered to attend training courses shall be paid at the officer's regular hourly rate-minimum of four (4) hours. Such compensation shall be consistent with provisions of Article 19.1. The Chief may authorize the use of the cruiser consistent with existing Town regulations.

15.3 All full-time officers will attend forty (40) hours of in-service class on a yearly basis at no cost to the officer after completion of probationary period.

ARTICLE 16

CONDITIONS OF WORKING

16.1 The Town agrees that all cruisers shall be equipped with air conditioners. Maximum protective screens shall be provided in all marked cruisers completely dividing the front seat from the rear seats. Also included will be a 60 - 40 split bench front seat, power door locks and tinted windshield.

16.2 Police will have the right to review the contents of their personnel file within a reasonable time of request. A police officer will be entitled to have a representative of the Union accompanying him during such review. No material derogatory to an officer's conduct, service, character or personality will be placed in his personnel file unless the officer has had an opportunity to review the material. The officer shall acknowledge that he has had the opportunity to review such material by affixing his initials to the copy to be filed, with the express understanding that such initials in no way indicate agreement with the contents thereof. The officer will also have the right to submit a written answer to such derogatory material, and his answer shall be reviewed by the Chief and attached to the file copy. This section shall be retroactive to include all material presently on file.

ARTICLE 17

HOURS of WORK

17.1 The hours of duty for the Department shall consist of four (4) eight (8)-hour shifts, not training shifts, seven (7) days per week.

| | |
|---------|--|
| Shift 1 | 11:00PM to 7:00AM |
| Shift 2 | 7:00AM to 3:00PM |
| Shift 3 | 3:00PM to 11:00PM |
| Shift 4 | 5:00PM to 1:00AM |
| Shift 5 | "Floater Shift" (See Provision 17.7 below) |

Shift 6

9:00AM to 5:00PM

* These shifts may be altered by two hours either way, not to exceed eight (8) hours.

17.2 The Town reserves the right to alter the full-time officer's shift or the work week in the event of an emergency or when ever it otherwise seems appropriate to do so, provided, however, that any such change will allow the employee(s) affected thereby two (2) consecutive days off during that work week and the Town does not act capriciously or arbitrarily in effecting such change. The Town further agrees that such change will not be implemented solely or principally for the purpose of avoiding the payment of overtime to employees covered by this agreement.

17.3 Work schedules of employees shall be posted on the Police Department Bulletin Board.

17.4 Shift swaps arranged by the individual officers will not cause any overtime to be paid by the Town. Swaps must be approved by the Chief or his designee prior to the actual shift swap.

17.5 The Chief shall have the right to move officers, by seniority, to cover shifts left open by an officer's attendance at the full-time police academy. This transfer will be temporary and the affected officer will revert back to his original shift upon return of the academy recruit.

17.6 In cases when it is necessary to hold over an officer, the senior officer shall have first refusal. If the senior officer does not want the overtime the junior officer will be required to take the shift.

17.7 Floater position will cover the days off of shift one (1) and three (3) on a four (4) and two (2) basis. Shift 6 will be assigned to the detective. In the event that a patrolman is not designated by the Chief as the detective, the Chief will consider seniority when making a decision about who to assign to the Detective shift. Said assignment will be at the patrolman's current rate of pay.

17.8 In cases where all efforts have been exhausted to fill a holiday shift with a part-time officer, the full-time officer normally scheduled is required to work the holiday shift.

ARTICLE 18

COMPENSATION

18.1 The regular hours of duty for Permanent Police Officers of the Town of Hubbardston shall be so established that the average weekly hours of duty in any year shall not exceed thirty-seven and one-half (37 ½) in number. This shall be accomplished as follows:

18.2 Except the fifth (5th) and sixth (6th) weeks of the six (6) week work cycle, time worked more than forty (40) hours in any one week shall be considered overtime and shall be paid at an hourly rate equal to one and one-half (1½) times the hourly rate of his base rate of pay for his average weekly hours of duty which is established at thirty-seven and one-half (37½) hours. During the fifth (5th) and sixth (6th) week of the six (6) six-week work cycle, time worked more than thirty-two (32) hours shall be considered overtime and shall be compensated at said overtime rate.

18.3 For the purpose of this Contract, the wage and step table below will be in effect beginning on July 1, 2021.

| | FY21 Rate | FY22- 1% | FY23 – 2% | FY24 – 2% |
|--------------------------|------------------|-----------------|------------------|------------------|
| Step 1 Academy/Part-time | \$20.48 | \$20.68 | \$21.10 | \$21.52 |
| Step 2 Probation | \$21.50 | \$21.72 | \$22.15 | \$22.59 |
| Step 3 End of Year 1 | \$26.07 | \$26.33 | \$26.86 | \$27.39 |
| Step 4 End of Year 4 | \$27.63 | \$27.91 | \$28.46 | \$29.03 |
| Step 5 End of Year 8 | \$29.63 | \$29.93 | \$30.52 | \$31.14 |
| Step 6 End of Year 12 | \$31.63 | \$31.95 | \$32.59 | \$33.24 |
| Sergeant | \$33.21 | \$33.54 | \$34.21 | \$34.90 |

All full-time police officers will work a four (4) day on and two (2) day off schedule (instituted 7/1/94). For computing overtime, the weekly salary will be divided by forty (40) hours.

18.4 The salaries and wages of employees shall be paid biweekly by the standard policy of the Town (which currently is on Thursdays). In the event this day is a holiday, the preceding day shall be the payday. All checks to be placed in a sealed envelope.

18.5 The Town agrees that each paycheck will be accompanied by an itemized deduction slip, listing regular hours, overtime hours, detail hours, and all deductions and the reasons for them. This is to include a year-to-date total on income and taxes only (subject to the constraints of the computerized payroll system).

18.6 A shift differential shall be paid per hour for the following shifts:

Shifts commencing at or after 11:00PM through 7:00AM

- a. FY2022 - \$1.50
- b. FY2023 - \$1.55
- c. FY2024 - \$1.60

Shifts commencing at or after 3:00PM through 11:00PM

- a. FY2022 -\$1.40
- b. FY2023 -\$1.45
- c. FY2024 -\$1.50

An additional \$1.00 per hour shall be paid to an officer working a shift alone where there was previously another officer scheduled to work with that officer. This additional compensation applies to all shifts.

18.7 The Town will pay officers at the current federal rate per mile when officers use their own vehicle for police business.

18.8 During the time that the Chief of Police and Sergeant are absent, while on vacation or at any other function, and the daily operational duties of the department are designated by the Chief of Police to a Patrolman, that Patrolman will be compensated \$25.00 (Twenty-five Dollars) a day.

18.9 Sergeants will work five (5) days (Monday through Friday) with two (2) days off (Saturday and Sunday). In addition to working a five (5) and two (2) schedules, the Sergeants will be compensated seventeen (17) administrative days that will be used as days off. These days off will be used as follows and at the Chief's discretion: Four (4) a quarter for three (3) quarters with five (5) days off for one (1) quarter equaling seventeen (17) days.

18.10 STIPENDS - The following stipends are hereby authorized

- **Instructor Stipends.** The Town will pay a stipend to designated officers who are certified as instructors in the following fields: Firearms (**2 Officers**), Defensive Tactics (**1 Officer**), Taser Training (**2 Officers**) and Field Training (**1 Officer**). The official department instructors in these fields will be designated by the Chief on an annual basis and will receive \$350 per year
- **Detective Stipend.** The Town shall pay an annual stipend of \$1500.00 to the Officer designed by the Chief as Detective.
- **Cell Phone Stipend.** All full-time officers who use their personal cell phones for police business will receive \$250.00 per year. Part Time officers who use their personal cell phones for police business will receive \$75.00 per year. Eligible Officers must submit proof of cell phone use to the Chief of Police.
- **Longevity** – All full-time officers shall be eligible for Longevity stipend based on years of continuous service as follows:

| | |
|---|---------|
| After the completion of 5 Years of Service | \$2,100 |
| After the completion of 10 Years of Service | \$2,850 |
| After the completion of 15 Years of Service | \$3,350 |
| After the completion of 20 Years of Service | \$3,850 |

Longevity stipend percentages increase as length of service benchmarks are reached and are not intended to be combined. The cutoff date for establishing years of service shall be July 1st of each year.

- **Educational Stipend (Non-Quinn)** - Full Time Officers who have attained advanced educational degrees in Criminal Justice, Law or Psychology, and have submitted proof thereof and who are not eligible for payments under the previous Quinn Bill so called, shall be eligible for an educational stipend as follows:

Associate's Degree \$1,800

| | |
|-------------------|---------|
| Bachelor's Degree | \$2,100 |
| Master's Degree | \$2,300 |

- **Stipend Payments** - All Stipend payments above shall be paid to eligible officers who have completed the various requirements and submitted the proper documentation on the payroll closest to December 1st of each year unless noted above. The cutoff date for the determination of eligibility for any stipend shall be July 1st of each year. Stipend payments are not to be considered regular compensation for the purpose of overtime calculation. Said payments may be considered regular compensation for the purposes of retirement deductions consistent with current practice and subject to concurrence of the Worcester Regional Retirement System.
- Officers receiving instructor stipends have the responsibility of maintaining their certification by advising management of upcoming trainings. Failure to maintain certification will result in a loss of stipend.

18.11 Educational Stipend (Quinn Bill) - It is hereby established that payments to officers under the terms of the Quinn Bill, so called, are no longer in effect. No new officer hired by the Town shall be eligible for such payments regardless of their status with any previous police Department in the Commonwealth of Massachusetts. For those officers who were receiving payments under the terms of the Quinn bill during FY 12 they shall continue to receive the FY12 dollar value of that payment as a stipend payable in 4 quarterly payments (Jan, April, July, and October). Payments under this provision shall not increase over time and are not to be considered regular compensation for the purposes of overtime calculation. Said payments may be considered regular compensation for the purposes of retirement deductions consistent with current practice and subject to concurrence of the Worcester Regional Retirement System.

18.12 Part-time Officer Shift Bonus – Part-time officers working 30 coverage shifts in a six-month period will receive a bonus of \$250.

ARTICLE 19 **OVERTIME**

19.1 Overtime for full-time officers shall be paid at time and one-half (1½) rate of pay for all time worked more than eight (8) hours in one day or forty (40) hours in one week.

19.2 Part-time employees: Overtime shall be paid at time and one-half (1½) rate of pay for all time worked more than forty hours in one week or for all time worked in excess of eight (8) hours in one (1) day. When a Part Time officer performs a double shift the second 8-hour increment shall be compensated at a time and one-half rate.

19.3 Overtime will be called out by utilizing an hour-based system. Officers that take overtime will be given the number of hours for which they are paid. Those hours will then accumulate over a three (3) month period and then reset. Overtime will be filled starting with the officer that has the lowest hour total.

In the event of a tie, the officer with the most seniority will get the overtime. If the overtime is cancelled, the officer will not be assigned the hours. This will be done with full time officers having the right of first refusal for the first 30 shifts, or 240 hours. Part time officers shall have the right of first refusal for all other overtime on a rotating basis according to the established list. Part time officers shall also have the right of first refusal for holiday coverage, as scheduled at the Chief's discretion. The Town shall not be responsible for any errors made by the Union in the management of the overtime assignments, and any mistakes made by the Union shall not be grievable.

19.4 Overtime work shall be voluntary, except, in the case of emergency, the Chief has the discretion to call police officers who are available at the time of emergency.

19.5 The Chief shall keep records of the overtime worked. In case of a grievance involving such records, they shall be subject to examination by the Union representatives with the Chief or his designate. Such overtime records shall be retained for a period of five (5) years.

19.6 Traffic duty and other special functions, such as monitoring town elections, and security for special town events paid for by the Town, shall be paid at 1.5 times the assigned officer's hourly rate. Retired officers will be paid at 1.5 times the part-time hourly rate. The Town will have the option of hiring a constable (rather than a police officer) to monitor elections.

ARTICLE 20

DETAILS

20.1 Any private contractor or agency of the Town of Hubbardston whose functions, operations, activities or services require, necessitate or desire police service, outside the scope of an officer's regular duty shift responsibility, should notify the Chief of Police one (1) week in advance, except in emergency cases.

20.2 The rate of pay for all private details will be \$50 per hour with a four (4) hour minimum. For private details, any detail that exceeds four (4) hours shall be paid at an eight (8) hour minimum. Details being paid for with so-called Chapter 90 money will be paid at \$50 per hour. Town work involving only an employee of the DPW, excluding supervisory work and traffic control, will be charged at a rate of 1.5 times the hourly rate of the hired officer. The DPW Director will notify the police Department at least 40 hours prior to the start of town work. If the shift cannot be filled, the department will notify the DPW and the DPW can use flaggers with the permission of the Police Chief. There is a two-hour cancellation notice for any detail.

20.3 Full time officers are given right of first refusal for details shifts. Detail shifts will be called out by utilizing an hour-based system. Officers that accept detail shifts will be assigned the number of hours for which they are paid. Those hours will then accumulate over a three (3) month period and then reset. Detail shifts will be filled starting with the officer that has the lowest hour total. In the event of a tie, the officer with the most seniority will get the detail shift. If the detail shift is cancelled, the officer will not be assigned the hours. The Town shall not be responsible for any errors made by the Union in the management of the detail assignments, and any mistakes made by the Union shall not be grievable.

20.4 If any detail extends beyond or longer than an eight (8) hour period, the additional hours, or portion thereof, worked will be compensated one and one-half (1 ½) times the rate mentioned in Section 20.2 of this article.

20.5 Payment will be made directly to the Town by the establishment requesting this service.

20.6 When traffic control is done on a public way, it will be done by a Hubbardston Police Department officer if available, and then by any other legal means.

20.7 No officer is required to accept extra duty and will not be assigned extra duty.

20.8 When minimums prescribed in Section 20.2, 20.3 and 20.4 overlap with an officer's regular scheduled shift, the officer will be paid only for the actual time worked on the details in excess of the shift time at the rates shown in those sections for those special and Town details.

20.9 Any detail work on a holiday as prescribed in Article 26, Section 26.1 will be paid at 1.5 detail rate. Town details excluded.

20.10 The Town of Hubbardston Department of Public Works shall be allowed to use flaggers to direct traffic on roads that have a speed limit under 40 miles per hour. For this provision, the following conditions apply:

1. A minimum of 40-hours-notice will be given to the Police Department to find a detail officer.
2. The Police Department's detail list will be completely exhausted and the Chief of Police or his designee will be notified when a flagger is being used.
3. In the event a detail officer becomes available due to another detail being cancelled that officer will have the option of working the detail for the Department of Public Works regardless of notice.
4. Flaggers will not in any way present themselves to the public as police officers and will not perform any action thereof.
5. This agreement will not be used to circumvent the process of obtaining a detail officer.

ARTICLE 21

CALL OUT

21.1 Any off duty full-time officer who is called out for any police matter shall be paid four (4) hours minimum at the rate of time and one-half (1½) the regular rate. This shall also apply to scheduled investigations. Any off duty part-time officer who is called out for any police matter shall be paid a minimum of four (4) hours work. Overtime pay and minimums shall cease to apply when a call out overlaps with the beginning of a special shift.

21.2 Coverage call-out.

If the Chief is out of town, the Chief may, at his discretion, schedule an officer to come in to ensure the availability of an officer in town. The Chief shall have the right to call a part-time officer for this duty.

ARTICLE 22 **UNIFORM ALLOWANCE**

22.1 All full-time employees covered by this agreement who are required to wear uniforms while on duty shall receive an allowance of \$1,200 for each year of the contract including FY22; FY23 and FY24 and all part-time employees shall receive \$600 for each year of the contract for the purchase and maintenance of uniforms and equipment as approved by the Chief of Police. Boots, rubbers, gloves, hat and ties shall be considered as part of a police officer's uniform. The Town agrees to pay the unused remainder of an officer's clothing allowance no later than 30 April of the Fiscal Year not to exceed \$700 for full-time officers and \$300 for part-time officers.

All police officers will receive one (1) box of duty ammunition per fiscal year for practice.

22.1.a Officers will receive their uniform allowance in two equal installments. Payments will be made after working ten (10) shifts from July 1st and January 1st.

22.2 Town provides uniforms/equipment for full-time officers who are going to attend the academy.

22.3 During the term of this agreement, the Town agrees to furnish each newly-appointed full-time officer, at no cost to the officer, the following items:

| | |
|------------------------|------------------------|
| Seasonal Shirt (1) | Pants (1) |
| Holster | Radio Holder |
| Pepper Spray & holder* | Mass. Seal Collar Pins |
| Badges for hat, shirt* | Tie Clasp |
| Ammunition & holder* | Name tag* |
| Handcuffs & case* | |

* Issued to newly-appointed part-time police officers. Any officer leaving the department for any reason shall return all issued items to the Department.

Bullet-proof vest will be provided to all new full-time and part-time police officers, subject to Article approval vote at Town Meeting. If the full-time or part-time officer leaves employment within three (3) years he will be responsible to reimburse the Town at a pro-rated figure on the actual cost of the vest.

All above items remain the property of the Town of Hubbardston and will be returned to the Town upon termination of service. Each officer bears personal responsibility for these items. The Town agrees to replace uniforms and equipment damaged in the line of duty.

All new officers shall not receive any clothing allowance until ten (10) shifts are completed. No officer shall receive a clothing allowance until completion of the Field Training Program.

22.4 The Town agrees to provide lockers at the Police Station for all full-time and part-time officers as space is available.

ARTICLE 23 **COURT TIME**

23.1 An employee on duty at night or on vacation, furlough or on a day off, who attends as a witness or in other capacity for or on behalf of the Commonwealth or the Town in a criminal or other matter pending in any Court of the Commonwealth, or before any Grand Jury proceeding, or in conference with a District Attorney or Assistant District Attorney, or at any Pretrial Court Conference, or any other related hearing or proceeding, or who is required or requested by any City, County, State, or the Federal Government or any subdivision or agency or any foregoing to attend or appear before any administrative or quasi-judicial body thereof, or who attends as a witness or in 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 Federal District Court, or before a Federal Grand Jury 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 compensation for every hour or fraction thereof during which he was in such attendance. The compensation for court appearances will be paid one and one-half (1 1/2) times the hourly rate for full-time officers. In no event shall such compensation be for less than four (4) hours. When court time as defined in this section overlaps with shift time, the employee will be paid only for actual time worked in excess of the actual shift time at the time and one-half (1 1/2) rate. The employee will only receive credit and regular time payment for the period of his shift.

ARTICLE 24 **COMPENSATORY TIME**

24.1 Upon written request of a full-time officer, he/she may be granted compensatory time off in lieu of overtime subject to the approval of the Chief of Police or his designee. The compensatory time will be granted at the rate of one and one-half hours for each hour of compensable hours worked more than eight (8) hours in one day or forty (40) hours in one week, as designated for overtime in the collective bargaining agreement. Use of compensatory time shall be restricted to availability of and acceptance/coverage of the shift by part time officers unless otherwise approved by the chief or his designee. No compensatory time shall be granted in lieu of sick or personal leave unless approved by the Chief or his designee. Officers must provide written notice to the Chief of Police or his designee at least 60 hours in advance of the requested use of compensatory time off to minimize disruptions in service. Notice less than 60 hours may be approved at the discretion of the Chief in an urgent situation. It is further agreed that there will be a **40-hour cap** of compensatory time for each officer in each fiscal year and all compensatory time earned over twenty-four (24) hours during the fiscal year end shall be used by the fiscal year ending June 30th. At retirement, discharge or termination, payment for any compensatory time owed shall be made to the officer at his/her then present rate of pay, not overtime rate, and further, shall not be considered for fourteen days preceding date of retirement, discharge or termination.

ARTICLE 25 **VACATIONS**

25.1 All regular full-time employees covered by this agreement shall be eligible for vacation leave with pay as follows:

| | |
|-----------|---------|
| 12 months | 2 weeks |
| 5 years | 3 weeks |
| 10 years | 4 weeks |
| 20 years | 5 weeks |

25.1.a Vacation is computed on completed years of service effective the anniversary date of hire of any given year.

25.1.b An employee with earned vacation time has the option of taking his vacation in the following manner:

- a. Taking the total vacation time consecutively in that fiscal year in up to two (2)-week increments at one time,
- b. Taking one (1) week increments within the fiscal year,
- c. Taking separate vacation days within the fiscal year.

25.2 Vacations shall be scheduled and/or granted by the Chief who will take into account the employee's preference based on seniority. Vacation shifts shall be filled at the discretion of the Chief of Police.

25.3 A vacation sign-up sheet shall be made available as of January 1, April 1 and September 1 of each year. Such sign-up sheet is for planning schedules, avoiding conflicts, and is subject to change upon request from the employee by agreement with the Chief of Police.

25.4 An officer can carry up to seven (7) vacations days into the following fiscal year but must notify the Chief prior to thirty (30) days of the end of the fiscal year. Vacation days carried over must be used by the end of the fiscal year. Any shift replacements to cover carried over vacation time after the first quarter of the new fiscal year may be offered to part-time officers first.

25.5 Officers on Injured on Duty (IOD) leave will not accrue vacation time during such absences.

25.6 The Chief of Police, based on budgetary discretion, may order officers to take vacation at the end of the fiscal year in lieu of payment.

ARTICLE 26 **HOLIDAYS**

26.1 The following days shall be recognized and observed as paid holiday, for full-time officers:

| | |
|-----------------------|--------------------------|
| New Year's Day | Columbus Day |
| Washington's Birthday | Veterans Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Martin Luther King Day |
| Labor Day | One (1) floating Holiday |

26.2 Holiday pay shall be a regular full day's compensation at regular pay rate.

26.3 If a holiday occurs within an employee's vacation period, the employee shall receive an additional vacation day.

26.4 All employees who have been employed by the Town in a full-time capacity for thirty (30) days shall receive the above holiday benefits.

26.5 Any full-time employee required to work on a holiday shall receive in addition to the regular holiday pay, an additional day's pay computed at one and one-half (1 ½) times his regular hourly rate. Any officer forced to work Thanksgiving or Christmas in addition to the regular holiday pay, will be paid at one and one half (1 ½) times his regular hourly rate, but will be offered a floating holiday to be used within 30 days.

26.6 Any part-time employee required to work on a holiday shall receive compensation at two (2) times his hourly rate, but shall not receive an additional day's pay for the holiday.

26.7 To be eligible for holiday pay, the employee shall report and work all his scheduled hours on his work day immediately preceding and following such holiday.

26.8 Upon written notice of thirty (30) days to the Chief of Police, any full-time officer may work a holiday that falls in their regular work schedule at their regular hourly rate and will receive a day off to be used within the same pay period.

ARTICLE 27 **SICK LEAVE/PERSONAL DAYS**

27.1 A full-time employee of the Town who has been employed as of the first of any month shall be granted one (1) day sick leave for each month up to twelve (12) days per year.

27.2 Sick leave shall also be granted to an employee under the following conditions:

- 1) When an employee cannot perform his duties because he is incapacitated

by personal illness or injury,

- 2) When the spouse, child or parent of either employee or his spouse or relative living in the immediate household of an employee is ill, the employee may utilize sick leave up to three (3) days.
- 3) When through exposure to contagious disease, as certifiable by a doctor, the presence of the employee at his work location would jeopardize the health of others.

27.3 Any full-time officer hired prior to July 1, 2006 who is to leave the employment of the Town, except for termination resulting from a criminal conviction, and has accumulated sick time, has the option of selling back fifty percent (50%) of the sick time up to a maximum of 50% of ninety (90) days. Any full-time officer hired on or after July 1, 2006 shall have the option of selling back fifty percent (50%) of the sick time up to a maximum of 50% of ninety (90) days at the time of the officer's full retirement from the Town under the Worcester Regional Retirement System.

27.4 Each full-time officer will receive two (2) personal days per year, not to be cumulative.

27.5 Personal and sick days may be used in four (4) hour increments.

27.6. The Police Chief may request a doctor's certification for any absence due to illness of three (3) consecutive days or more.

27.7 Notification of absence due to illness shall be made to the Police Chief at least two (2) hours prior to the officer's regular start time on the day of the absence.

27.8 Any officer who does not used sick time will be granted one extra personal day every four consecutive months of employment. For tracking purposes, the four (4) months of consecutive employment will begin on July 1, November 1 and March 1 of the given fiscal year.

ARTICLE 28

MATERNITY LEAVE

28.1 Female employees shall be eligible for maternity leave in accordance with MGL Chapter 149, §105D.

28.2 Family & Medical Leave Act - All employees covered under this agreement will be afforded the Family & Medical Leave Act of 1993 as outlined in 29 USC, §2601, 58 Fed. Reg. 31794 (1993).

ARTICLE 29

AUTHORIZED LEAVE

29.1 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 Chief of Police/Department

29.2 Every employee covered by this Agreement who is a member of a reserve component of the National Guard or the armed forces of the United States shall be granted, in accordance with Section 59 of MGL Chapter 33, leave of absence without loss of pay during the time of his annual tour of duty as a member of such reserve component.

29.3 Full time employees and part time employees with benefits may be granted up to five (5) days leave without loss of pay following the death of an immediate family member. These days can be used at any time to assist with the grieving process. Immediate family is defined as an employee's spouse, children, stepchildren, foster children, grandchildren, parents, siblings or parent-in-law, grandparent, or a person permanently residing in the employee's household. An employee may be granted up to one (1) day bereavement leave for attending the funeral of an aunt or uncle.

ARTICLE 30

SUPPLEMENTAL BENEFITS

30.1 The Employer agrees to continue membership during employment in the County Retirement System.

30.2 The Town shall pay 65% of the premium for Fallon Health Plan or any other health plan approved and offered by the Town as that paid for the Master Medical coverage.

30.3 The Town shall pursue federal funds pursuant to a Life Insurance policy of \$100,000 that the Federal Government provides for death benefits for every officer while on duty.

ARTICLE 31


AMERICANS WITH DISABILITIES ACT

31.1 As of July 1992, all provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act (ADA). The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with recommendation of the report of the House Committee on Education and Labor (Report #101-485), the Employer shall take all action necessary to comply with Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which if maintained or enforced, could subject both the Employer and the Union to the penalty provisions of the ADA.

2/14/2021

Signed and sealed on: _____

FOR NEPBA, INC. Local 092

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Union President

FOR THE TOWN OF HUBBARDSTON

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