

COLLECTIVE BARGAINING AGREEMENT

MIDDLETON POLICE BENEVOLENT ASSOCIATION

AND

TOWN OF MIDDLETON

Effective July 1, 2024 - June 30, 2026

## TABLE OF CONTENTS

ARTICLE 1 PERSONS COVERED BY THIS AGREEMENT .....	3
ARTICLE 2 NON-DISCRIMINATION.....	3
ARTICLE 3 EMPLOYEE RIGHTS AND REPRESENTATION .....	3
ARTICLE 4 STABILITY OF AGREEMENT.....	5
ARTICLE 5 COURT TIME .....	5
ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION.....	5
ARTICLE 7 PAYING POLICE DETAILS .....	6
ARTICLE 8 CLOTHING ALLOWANCE AND EQUIPMENT .....	9
ARTICLE 9 AUTHORIZED LEAVE .....	10
ARTICLE 10 SICK & INJURED LEAVE .....	11
ARTICLE 10A SICK LEAVE BANK .....	11
ARTICLE 11 VACATION LEAVE.....	11
ARTICLE 12 HOLIDAYS.....	12
ARTICLE 13 HOURS OF WORK AND OVERTIME .....	13
ARTICLE 13A SHIFT SWAPS .....	16
ARTICLE 13B ORDER IN .....	17
ARTICLE 13C TIME OFF AND SCHEDULING .....	18
ARTICLE 14 COMPENSATION .....	19
ARTICLE 15 EDUCATION .....	22
ARTICLE 16 SENIORITY .....	22
ARTICLE 17 FULL TIME OFFICERS .....	23
ARTICLE 18 PERSONNEL RECORDS.....	23
ARTICLE 19 FUNERAL BENEFITS .....	23
ARTICLE 20 HEALTH AND SAFETY BENEFITS .....	23
ARTICLE 21 SUBSTANCE ABUSE .....	24
ARTICLE 22 RESIDENCY.....	24
ARTICLE 23 QUALIFICATIONS FOR DUTY .....	24
ARTICLE 24 MANAGEMENT RIGHTS .....	24
ARTICLE 25 DUES AND AGENCY FEE .....	25
ARTICLE 26 MISCELLANEOUS.....	25
ARTICLE 27 RATES, PAY SCALES, ALLOWANCE & STIPEND AMOUNTS .....	26
ARTICLE 28 DURATION OF AGREEMENT .....	32

## **Contract**

**July 1, 2024 – June 30, 2026**

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 Select Board, and the Middleton Police Benevolent Association, hereinafter called the "*Association*".

### **Witnesseth**

**Whereas**, the well-being of the employees 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 1** **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 patrol officer (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 2** **NON-DISCRIMINATION**

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 3** **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 of 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 6 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.

One (1) officer will be permitted to work the day shift, in lieu of his/her regularly assigned evening or midnight shift (a single shift for a single shift) on a day when said officer meets with the Police Chief or other Town officials during the day to discuss grievances; provided however, said officer shall be required to request said reassignment in advance of the meeting via email, approval of such a request shall not be unreasonably withheld, and said officer shall work the balance of the entire day shift that day.

If more than one (1) officer attends such a meeting, the additional officer(s) will not have their schedules adjusted.

The Chief may elect at the Chief's discretion to meet with said officer during that officer's regularly scheduled shift rather than adjusting said officer's schedule.

**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.

**Section 4.** 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 4**

#### **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 5**

#### **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 08:30am or other time as required by the Court.

#### **ARTICLE 6**

#### **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 via email, by the employee and/or the Association representative to the Chief of Police within **ninety (90) days of knowledge of** the incident giving rise to the grievance. The first step may be omitted by mutual, written agreement. The Chief shall meet with the Grievance committee and/or the employee(s) involved within **ten**

**(10) business days** from the time the grievance is **submitted** to discuss and attempt to adjust the grievance, and he/she shall answer the grievance in writing within **ten (10) business days after the meeting.**

**Step 2.** If the grievance is not resolved **at Step 1**, or answered by the Chief of Police within the time limit set forth above, the written grievance shall be submitted to the Town Administrator by the Grievance Committee within **ten (10) business days after the Step 1 Answer was due or received.** The Town Administrator shall meet with the Grievance Committee within **ten (10) business days** after receipt of the written grievance to discuss and attempt to adjust the grievance, and will answer the grievance within **ten (10) business days after the meeting.**

**Step 3.** If the grievance is not satisfactorily adjusted in **Step 2**, or answered by the Town Administrator 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 answer of the Town Administrator is received or due**, to arbitration, by written notice to such effect given to the Town Administrator. 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 or 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 its procedures. Each party hereto shall bear the expense of preparing and presenting its 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 7** **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 a system acceptable to the parties, for the attention of all employees. Said system 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 system and recorded and reported as required by this Agreement will not be protected by the provisions of G.L., 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. The detail distribution system shall be considered official records of the Department and shall be made available to the Association for its inspection and use upon its request.

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 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 at least 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 at least two hours after the start of the shift.

On any 4:00PM-12:00AM shift seven days a week when there are 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 at least 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 at least 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".

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 hourly rate referenced in Article 27, 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 patrol officers) 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.

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

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

Any detail worked on a holiday as defined in Article 12 will be paid at 1.5 regular 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.

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 or 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 or is required to have a paid detail officer assigned thereto, unless the Town, in its 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.

**Section 2.** 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.

## **ARTICLE 8**

### **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 and an annual cleaning allowance in amounts and terms included within Article 27 and subject to the following provisions:

- (a) Each such employee shall receive such allowance in the form of a stipend, one half to be paid out in December each year and one half to be paid in June of each year.
- (b) Uniforms and clothing so purchased must conform to Department specifications.

**Section 2. Reserve Officers Clothing and Cleaning Allowance.** Each reserve patrol officer of the Police Department working twelve (12) or more shifts per year shall receive an annual uniform allowance in amounts and terms included within Article 27. Each reserve patrol officer of the Police Department working twelve (12) or more shifts per year shall also receive an annual cleaning allowance in amounts and terms included within Article 27. In addition, each reserve patrol officer of the Police Department working twelve (12) or more shifts per year shall receive an annual increase in their cleaning allowance in accordance with a productivity based scale included in Article 27. All subject to the following provisions:

<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

Each such employee shall receive such allowance in the form of a stipend, one half to be paid out in December each year and one half to be paid in June of each year .

**Section 3. Equipment.** The Town, at its sole cost and expense, shall supply to all employees all leather goods, handcuffs, revolvers, bolsters, 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 9** **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.**

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 Guard, 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 Employee Handbook, employees shall receive three (3) personal leave days yearly.

**ARTICLE 10**  
**SICK & INJURED LEAVE**

**Section 1.** Sick Leave. All employees shall accumulate fifteen (15) days of sick leave yearly at the rate of one and one-quarter ( $1\frac{1}{4}$ ) 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 2.** Injured Leave. Present injured leave practice of the Town shall continue in full force and effect during the term of this Agreement.

**ARTICLE 10A**  
**SICK LEAVE BANK**

Employees subject to this agreement may opt into the Town's Sick Leave Bank as outlined in the Employee Handbook.

**ARTICLE 11**  
**VACATION LEAVE**

**Section 1.** All full-time employees shall receive paid vacation leave at their current rate of pay based upon length of service. Vacation is allotted on July 1<sup>st</sup> of each year. Full-time employees shall be granted annual vacation leave in accordance with the following Service Length Schedule:

Date of Hire-----	80 hours, pro-rated
5th Anniversary Date-----	40 additional hours
After five years of service -----	120 hours
10 <sup>th</sup> Anniversary Date -----	40 additional hours
After 10 years of service -----	160 hours
16 <sup>th</sup> Anniversary Date-----	8 additional hours
After 16 years of service -----	168 hours
17 <sup>th</sup> Anniversary Date-----	8 additional hours
After 17 years of service -----	176 hours
18 <sup>th</sup> Anniversary Date -----	8 additional hours
After 18 years of service -----	184 hours
19 <sup>th</sup> Anniversary Date -----	8 additional hours
After 19 years of service -----	192 hours
20 <sup>th</sup> Anniversary Date -----	8 additional hours
After 20 years of service-----	200 hours

**Section 2.** Employees shall pick their vacation days in accordance with their seniority choice of vacation weeks.

**Section 3.** 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. An officer requesting four (4) or more consecutive days off must provide a minimum of two weeks' notice to the Chief of Police in writing, who may waive this requirement in the case of an emergency or exceptional circumstance, as deemed by the Chief of Police or his/her designee. In such cases, the

employee must submit, in writing, the request for an emergency waiver stating the reason for the requested time.

Section 4. Employees may carry over a maximum of forty (40) hours of vacation from one calendar year to the next. Allowance for carry-over time greater than one week may be granted with approval of the Chief of Police or his or her designee.

Section 5. Any officer must provide fourteen (14) days' notice to the Chief of Police, in writing if requesting any of the following days off: New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Memorial Day, Labor Day, July 4<sup>th</sup>.

Section 6. Vacation buybacks may be made twice annually in December and June, respectively.

Section 7. Vacation buyback for employees hired after June 25, 2019 is limited to no more than 80 hours; current members are grandfathered.

Section 8. If any employee is hospitalized during vacation, or if there is a death in the employee's immediate family during vacation, the employee may reschedule his/her vacation, subject to the staffing or operational needs of the Department, upon immediate notification to the Chief of Police or designee. In the case of illness or injury, a physician's statement or other verification may be required.

Section 9. Upon separation from employment, employees will be paid for any earned, unused vacation leave.

Section 10. Holidays observed by the Town that occur during an employee's vacation leave will be counted as holidays and not as vacation time.

Section 11. An employee who leaves the service of the Town prior to the end of his/her probationary period shall not be entitled to any vacation earned. During the probationary period, vacation time may be accrued but is not earned until the completion of the probationary period.

## **ARTICLE 12**

### **HOLIDAYS**

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

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

or the day of celebration thereof.

For the purpose of this Article, the "holiday" is the twenty-four (24) hour period commencing at 12:00 am 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, an 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, an 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 patrol officer shall receive time and one-half his/her regular hourly wage for work on Christmas Eve, New Year's Eve, July 4th 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 in the first payroll in December and June in each year, in one lump sum, for all holidays not used as compensatory days off prior to December 1st and June 1st in each year, respectively. Each member has the option of declining the December buyback.

**Section 4.** The Town will grant Holiday leave on December 25th, January 1st, and July 4th and all other time off on December 24 and December 31st 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 two (2) officers, with at least one being a full-time officer, accept 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.

### **ARTICLE 13** **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 via a system agreeable to both parties.

(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 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.

**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 (121⅓) 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-on, two-off work week above-mentioned, seventeen and one-third (17 $\frac{1}{3}$ ) 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 subparagraph (i) of this section. These seventeen and one-third (17 $\frac{1}{3}$ ) 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 of 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 5, and work of reserve patrol officers 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) 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.

(c) 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 13 and Article 13B 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/her 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 department require, regular full-time police officers 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, an 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.

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

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.

At the time of each reset of the OT list, full-time officers have the right of first refusal in order of seniority, followed by reserve officers in order of seniority.

In the event the Police Chief or his designee, in his/her sole discretion, determines that an open, but unfilled shift, must be filled, officers shall be ordered in the manner set forth in Article 13B of this Agreement.

This section shall not constitute or create any minimum manning requirements.

**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.

**Section 8. Administrative Schedules.** Bargaining unit members assigned to administrative schedules are subject to the same detail rules/lists as all other bargaining unit members.

## **ARTICLE 13A SHIFT SWAPS**

Section 1. Officers will be permitted to swap shifts with Department approval. Requests for shift swaps shall not be unreasonably denied.

Section 2. Officers who swap shifts shall not be eligible for overtime as a result of the swap for working the swapped shift. Thus, the only overtime that would be payable to an officer who works a swapped shift would be for hours actually worked beyond eight (8) during that swapped shift.

Section 3. The officer seeking to swap his/her scheduled shift shall at all times remain responsible for ensuring that the shift is covered, even if he/she successfully swaps with another officer. Thus, in the event the officer who agrees to the swap ultimately fails to cover the shift for any reason, the officer originally assigned to the shift shall be responsible for ensuring that the shift is covered by a qualified officer, or, failing that, the officer may use his/her own accrued leave instead of swapping the shift.



Section 4. Full-time officers will be allowed to swap shifts with other part-time officers, only if another full-time officer previously is assigned to the same shift.

#### **ARTICLE 13B**

##### **ORDER IN**

The Municipal Employer shall create and maintain a list, that shall be reset every six (6) months (January 1 and July 1), in inverse order of seniority, for the purpose of filling shifts that cannot be filled on a voluntary basis. In the event there is a vacancy that must be filled, the vacancy shall be filled by rotating through the list (starting with the least senior employee) and "forcing" or "ordering in" the next available employee in to work the vacant shift, following the below parameters/procedures/principles for filling overtime:

1. For vacancies that exist more than twenty-four (24) hours prior to the beginning of the vacant shift:
  - a. Immediately, and each day thereafter, offered on a voluntary overtime basis to all eligible employees through the "page-out" system.
    - i. Where "immediately" means the scheduling officer or shift OIC when allowed under the CBA shall "page-out" OT vacancies *at least* once per day, unless unreasonably impractical.
  - b. Eligible employees shall have 2 hours to respond to the "page-out."
  - c. If the shift remains unfilled, it shall be "paged out" again during the following day shift.
  - d. Eligible employees shall have 2 hours to respond to the "page-out."
  - e. If the shift remains unfilled 24 hours prior to the shift, it shall be filled using the "order in" procedure outlined in section 2 of this article.
2. For vacancies that exist less than twenty-four (24) but more than four (4) hours prior to the beginning of the vacant shift:
  - a. Immediately offered on a voluntary overtime basis to all eligible employees through the "page-out" system.
    - i. Where "immediately" means as soon as it is apparent that there is a vacant shift.
  - b. Eligible employees shall have 2 hours to respond to the "page-out."
  - c. If the shift remains unfilled after 2 hours, it shall be filled using the "forced OT" procedure.
3. Vacancies that exist less than four (4) hours before a vacant shift, after first making an attempt to fill the vacancy by paging out the shift, shall be filled by "holding-over" eligible employees working on the prior shift in reverse order of seniority.
4. As permitted by the Agreement, employees, at their discretion, are permitted to work their "shift out of turn" if the employee is being forced the following day.<sup>1</sup>
5. "Order In " Principles:
  - a. The Municipal Employer shall create and maintain a list, in inverse order of seniority, that shall be reset every six (6) months (January 1 and July 1).
  - b. In the event there is a vacancy that must be filled, using the "FORCED OT Principles" the vacancy shall be filled by rotating through the list (starting with the least senior employee) and "forcing" the next eligible employee in to work the vacant shift.

---

<sup>1</sup> Next shift off, plus 4 hours OT pay.

- c. An employee cannot be “forced” when the employee is already scheduled to work an overtime shift, a regular shift, or a detail.
- d. An employee cannot be “forced” when the employee is using accrued leave or compensatory time.
- e. An employee cannot be “forced” if by working the employee would work more than sixteen (16) consecutive hours.

**ARTICLE 13C**  
**TIME OFF AND SCHEDULING**

I. Scheduling Officer

A. The Chief may assign a scheduling officer.

- 1. Requests for time off shall be directed to scheduling officer for approval (sick excluded). If scheduling officer is on scheduled time off or unavailable, requests requiring action prior to the scheduling officer's return to work may be directed to the shift supervisor.
- 2. Any alterations to schedule must be approved by the scheduling officer prior to usage, to include shift swaps.
- 3. All time off requests shall be submitted via the scheduling software (or email/text to the scheduling officer if software is down for any reason).
- 4. All shifts will be posted as soon as feasible.

II. Requests for time off

A. Vacation days

- 1. Vacation days will be granted by seniority.
- 2. Vacation time shall be granted even if it would be filled using overtime.
- 3. Employees shall be required to give twenty-four (24) hours' notice to the scheduling officer when requesting the use of three (3) or fewer consecutive vacation days. An officer requesting four (4) or more consecutive vacation days must provide a minimum of two weeks' notice to the captain in writing for approval.
- 4. A weeks' vacation (4 or more consecutive work days) will be granted by seniority with the above criteria.
- 5. Any officer must provide fourteen (14) days' notice to the captain, in writing, if requesting any of the following days off: New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Memorial Day, Labor Day, July 4th.
- 6. All requests for Holiday leave on December 25th, January 1st, and July 4th and all other time off on December 24 and December 31st for all three shifts will be granted to two full- time officers per shift, when possible. 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 request the shift off. The 14-day notice may be waived by the Chief or Captain upon receipt of a to-from letter to the Chief or Captain explaining the circumstances for the requested time off. At that time, a reasonable attempt will be made to fill the shift.

B. Holiday Leave

- 1. Holiday leave shall be granted on the same terms (notice, use, and approval) as vacation

leave.

C. Compensatory Time-off

1. Officers must give twenty-four (24) hours' notice when requesting compensatory time off.
2. Compensatory time shall be granted even if it would be filled using overtime. However, the use of compensatory time shall not result in forced-overtime.
3. The use and accrual of compensatory time, effective July 1, 2024, will be capped each fiscal year in the amount of one-hundred-sixty (160) hours of total time per officer. The use and accrual of compensatory time, effective July 1, 2025, will be capped each fiscal year in the amount of one-hundred-twenty (120) hours of total time per officer.
4. Only one officer per shift may use compensatory time in order of request (first requested, first approved).

D. Personal Leave

1. Where practicable, officers should endeavor to give twenty-four (24) hours' notice when requesting Personal Leave.

E. Sick Leave

1. Sick leave will be granted without exception for any period less than 3 consecutive days.
2. Sick leave will be granted for an officer who is ill or to care for an immediate family member who is ill *and* requires the care of the officer; i.e.; child, spouse, sibling or parent residing in their home.
3. Officers *shall not* feign illness to avoid working their shift, a detail, court appearance, or any other required duty. (MPD Code of Conduct Policy No. 2.00 (IV)(A)(3)(y))

F. Administrative Days (Five and Two schedule)

1. 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 ( $17\frac{1}{3}$ ) 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 subparagraph (i) of this section. These seventeen and one-third ( $17\frac{1}{3}$ ) additional days off shall be taken one (1) each three (3) weeks, in accordance with a schedule that shall be determined by the Chief and/or Captain.
2. Administrative Days may be granted when it does not result in overtime.

## **ARTICLE 14** **COMPENSATION**

**Section 1. Pay Schedule.** Full-time officers shall be paid as outlined in Article 27.

**Section 2. Reserve Officer Pay Schedule.** Reserve officers shall be paid as outlined in Article 27. The pay schedule for reserve officers at step three (3) shall remain consistent with the starting rate for new full-time hires.

Reserve officers who complete 15 years of continuous service will be compensated at second step patrol officer pay.

(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	\$200.00
21-26	\$400.00
26-31	\$500.00
31-41	\$700.00
41-46	\$900.00
46-51	\$1,000.00
51 or more	\$1,200.00

The reserve officers shall be paid said productivity bonus in two installments occurring in December and June.

Reserve officers will receive the hourly overtime rate for the following events: Parades, Chief Will's Day or any other event that the Chief deems applicable when the full-time officers' list has been exhausted. In addition, reserve officers will be paid overtime for CPR/First Aid, Firearms or Breathalyzer training.

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

#### **(a) Salary Upon Hire or Promotion**

Full-time officers shall start at the Full-Time Step 1 upon hire while in the Academy. A new hire that is Academy-trained will start at Full-Time Step 2.

Full-time officers shall move to Full-Time Step 2 upon successful completion of the Academy. Reserve officers shall start at Reserve Step 1 upon hire.

(b) Appointments. Except as provided otherwise in paragraph (a) of this Section every employee shall, upon appointment to the rank of patrol officer (regular) and reserve patrol officer 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.

(c) 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.

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

A patrol officer prior to completing the full-time Academy, at the rate specified for his/her rank in Step 1 of said schedule.

A patrol officer upon completing the full-time Academy (or hired with full-time Academy training), at the rate specified for his/her rank in Step 2 of said schedule.

A patrol officer upon completing one year after completing the full-time Academy (or one year after hiring date if hired with full-time Academy training), at the rate specified for his/her rank in Step 3 of said schedule.

A patrol officer shall receive a 2% base wage increase upon reaching their fifth year of employment with the Department (and thereafter). The 2% increase shall be calculated using base wages after adding the five-year longevity increase.

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 his/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 sergeant shall receive a 2% base wage increase upon reaching their fifth year of employment with the Department (and thereafter). The 2% increase shall be calculated using base wages after adding the five-year longevity increase.

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

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

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

A reserve officer shall receive a 2% base wage increase upon reaching their fifth year of employment with the Department (and thereafter). The 2% increase shall be calculated using base wages after adding the five-year longevity increase.

**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 reemployment of the employee on the Police Department of the Town shall be so included. All service as a reserve patrol officer, whether interrupted or not, shall be included in computing length of service for compensation purposes of reserve patrol officer.

**Section 5. Shift Differential.** Officers working second or third shifts shall be compensated with a differential percentage added to the officer's base pay in the amount outlined in Article 27. 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.** Each full-time 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.

**Section 7. Longevity.** Longevity shall be paid in the amount outlined in Article 27. 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. Longevity shall also be included in base pay for the purpose of computing all overtime compensation.

**Section 8. 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 Select Board and the Chief of Police.

**Section 9. Detective Compensation:** Each officer assigned by the Chief of Police to be a detective shall receive a differential equal to a six (6%) percent increase to his/her base wage, as calculated in Article 27.

## **ARTICLE 15**

### **EDUCATION**

**Section 1. 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 this Section of the Agreement between the Town and the Association. 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.

**Section 2. Tuition Reimbursement.** 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 in Section 1 of this Article.

## **ARTICLE 16**

### **SENIORITY**

**Section 1.** The seniority of patrol officer employees shall date from the time of their first appointment as regular full-time patrol officers in the employ of the Town and its Police Department. Those patrol officer employees so appointed on the same day shall have their relative seniority vis-a-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-a-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. 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-a-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 17**

#### **FULL TIME OFFICERS**

**Section 1.** The Town will make every reasonable attempt to maintain at least one full-time officer on each shift, except in the case of shifts on December 24, 25, 31, January 1 and July 4, in which case the Town will follow the procedures set out in Section 4 of Article 12 - Holidays. 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 or designee will fulfill the on-call role.

#### **ARTICLE 18**

#### **PERSONNEL RECORDS**

**Section 1. Personnel Files.** Each Employee shall have the right to view his/her personnel 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.

#### **ARTICLE 19**

#### **FUNERAL BENEFITS**

**Section 1.** The Town has accepted the provisions of G.L. c. 41, Section 100G, providing for the payment of funeral and burial expenses of police officers killed while in the performance of their duty.

#### **ARTICLE 20**

#### **HEALTH AND SAFETY BENEFITS**

**Section 1. 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, as set forth in the parties' current side letter of agreement.

**Section 2.** Members of the Association who are enrolled in the Town's Health Insurance Program are currently enrolled in

the Town's MIIA Health Benefits Trust Plan entitled "HMO Blue Enhanced Options", in which all other Town employees are enrolled who have elected Town sponsored health insurance.

**Section 3.** 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.

## **ARTICLE 21** **SUBSTANCE ABUSE**

**Section 1.** Drug Free Employee Policy. 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.

## **ARTICLE 22** **RESIDENCY**

**Section 1.** Residency Requirements. Any new employee, after August 13, 2008, 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 Select Board and the Chief of Police.

## **ARTICLE 23** **QUALIFICATIONS FOR DUTY**

**Section 1.** Employee Arrest/License Loss Notification Policy. 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.

**Section 2.** Annual Physical Fitness Exam. All officers who participate in, complete and pass an annual physical fitness exam administered by the Department Training Division, with flexible testing dates, shall receive a \$900 fitness incentive that is added to the officer's base salary for the following fiscal year.

## **ARTICLE 24** **MANAGEMENT RIGHTS**

**Section 1.** 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 criminals, 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 Select Board, subject as aforesaid.

**Section 2.** The Town may require members subject to this Agreement to operate lie detector tests to the extent permitted by law, provided however, employees subject to this Agreement shall not be required to submit to so called "lie detector tests."

## **ARTICLE 25 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 full-time employee in the bargaining unit who provides written authorization to the Town, all Association dues, said dues in the amount specified by the Union through written notice to the Treasurer/Collector with a copy to the HR Coordinator. 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.

## **ARTICLE 26 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.** The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, or order promulgated by the Chief of Police or the Town.

**Section 3.** In the event any statute(s), by-law(s), order(s), or resolution(s) relating to or affecting employees provides or sets 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 4.** 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 5.** 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 6.** 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 7.** Association members shall work cooperatively with Chief and Command Staff towards full accreditation under the Massachusetts Police Accreditation Program (MAPC).

**ARTICLE 27**  
**RATES, PAY SCALES, ALLOWANCE & STIPEND AMOUNTS**

**Detail Rate**

		<b>July 1, 2024</b>	<b>Payable Date</b>
<b>Hourly Rate</b>		\$66.00	Next available pay period

**Clothing and Cleaning Allowance**

	<b># of Shifts/Year</b>	<b>Amount</b>	<b>Payable Date</b>
<b>Regular Full-Time Employees</b>			
Clothing		\$875.00	Half in June Half in December
Cleaning		\$875.00	Half in June Half in December
<b>Reserve Officers</b>			
Clothing	Fewer than 12	\$0	
Clothing	12 or more	\$400	Half in June Half in December
Cleaning	Fewer than 12	0	
	12-20	\$400	Half in June Half in December
	21 or more	\$450	Half in June Half in December

**Compensation\***

\*See side letter dated March 9, 2021. The Base Pay rates set forth below include the FY 2013 base wage increase for the completion of training in connection with the Weapons Policy and Procedures adopted March 13, 2012 and the FY 2016 Accreditation Certification base wage increase, as well as longevity payments.

**Base Wage Increases** The bi-weekly pay schedule for **full-time regular Patrol Officers** shall be as follows:

Full-time Regular Patrol Officer: FY24						
	0-4	5 years	10 years	15 years	20 years	25 years
1	\$2,311.57					
2	\$2,569.17					
3	\$2,825.56					
4		\$2,904.20	\$2,915.66	\$2,927.05	\$2,960.66	\$2,984.10

Full-time Regular Patrol Officer: FY25						
	0-4	5 years	10 years	15 years	20 years	25 years
1	\$2,467.91					
2	\$2,731.95					
3	\$2,994.75					
4		\$3,075.36	\$3,087.11	\$3,098.78	\$3,133.23	\$3,157.26

Full-time Regular Patrol Officer: FY26						
	0-4	5 years	10 years	15 years	20 years	25 years
1	\$2,628.16					
2	\$2,898.80					
3	\$3,168.17					
4		\$3,250.80	\$3,262.84	\$3,274.80	\$3,310.11	\$3,334.75

The bi-weekly pay schedule for **full-time regular Detectives** shall be as follows: (Detectives shall receive his/her compensation plus six percent)

Full-time Regular Detective: FY24						
	0-4	5 years	10 years	15 years	20 years	25 years
1	\$2,450.26					
2	\$2,723.32					
3	\$2,995.09					
4		\$3,078.45	\$3,090.60	\$3,102.67	\$3,138.30	\$3,163.15

Full-time Regular Detective: FY25						
	0-4	5 years	10 years	15 years	20 years	25 years
1	\$2,615.98					
2	\$2,895.87					
3	\$3,174.44					
4		\$3,259.88	\$3,272.34	\$3,284.71	\$3,321.22	\$3,346.70

Full-time Regular Detective: FY26						
	0-4	5 years	10 years	15 years	20 years	25 years
1	\$2,785.85					
2	\$3,072.73					
3	\$3,358.26					
4		\$3,445.85	\$3,458.61	\$3,471.29	\$3,508.72	\$3,534.84

The bi-weekly pay schedule for **full-time regular Sergeants** shall be as follows: (Sergeants shall be sixteen percent (16%) higher at step three than the pay of a Patrol Officers at step three).

Full-time Regular Sergeant: FY24						
	0-4	5 years	10 years	15 years	20 years	25 years
1	\$2,942.93	\$ 3,023.91	\$ 3,035.31	\$ 3,046.75	\$ 3,082.45	\$ 3,105.90
2	\$3,097.52	\$ 3,181.63	\$ 3,193.09	\$ 3,204.57	\$ 3,240.23	\$ 3,263.92
3	\$3,252.19	\$ 3,339.36	\$ 3,350.84	\$ 3,362.32	\$ 3,398.00	\$ 3,421.45

Full-time Regular Sergeant: FY25						
	0-4	5 years	10 years	15 years	20 years	25 years
1	\$3,115.06	\$ 3,198.06	\$ 3,209.75	\$ 3,221.47	\$ 3,258.07	\$ 3,282.10
2	\$3,273.51	\$ 3,359.72	\$ 3,371.47	\$ 3,383.24	\$ 3,419.79	\$ 3,444.07
3	\$3,432.05	\$ 3,521.40	\$ 3,533.16	\$ 3,544.93	\$ 3,581.50	\$ 3,605.54

Full-time Regular Sergeant: FY26						
	0-4	5 years	10 years	15 years	20 years	25 years
1	\$3,291.49	\$ 3,376.57	\$ 3,388.55	\$ 3,400.56	\$ 3,438.08	\$ 3,462.71
2	\$3,453.90	\$ 3,542.27	\$ 3,554.31	\$ 3,566.37	\$ 3,603.84	\$ 3,628.73
3	\$3,616.41	\$ 3,707.99	\$ 3,720.04	\$ 3,732.11	\$ 3,769.59	\$ 3,794.23

The bi-weekly pay schedule for **full-time regular Sergeant Detectives** shall be as follows: (Sergeant Detectives shall receive his/her compensation plus six percent)

Full-time Detective Sergeant: FY24						
	0-4	5 years	10 years	15 years	20 years	25 years
1	\$3,119.51	\$ 3,205.34	\$ 3,217.43	\$ 3,229.56	\$ 3,267.40	\$ 3,292.25
2	\$3,283.37	\$ 3,372.53	\$ 3,384.68	\$ 3,396.84	\$ 3,434.64	\$ 3,459.76
3	\$3,447.32	\$ 3,539.72	\$ 3,551.89	\$ 3,564.06	\$ 3,601.88	\$ 3,626.74

Full-time Detective Sergeant: FY25						
	0-4	5 years	10 years	15 years	20 years	25 years
1	\$3,301.96	\$ 3,389.94	\$ 3,402.34	\$ 3,414.76	\$ 3,453.55	\$ 3,479.03
2	\$3,469.92	\$ 3,561.30	\$ 3,573.76	\$ 3,586.23	\$ 3,624.98	\$ 3,650.71
3	\$3,637.97	\$ 3,732.68	\$ 3,745.15	\$ 3,757.63	\$ 3,796.39	\$ 3,821.87

Full-time Detective Sergeant: FY26						
	0-4	5 years	10 years	15 years	20 years	25 years
1	\$3,488.98	\$ 3,579.16	\$ 3,591.86	\$ 3,604.59	\$ 3,644.36	\$ 3,670.47
2	\$3,661.13	\$ 3,754.81	\$ 3,767.57	\$ 3,780.35	\$ 3,820.07	\$ 3,846.45
3	\$3,833.39	\$ 3,930.47	\$ 3,943.24	\$ 3,956.04	\$ 3,995.77	\$ 4,021.88

The hourly pay schedule for **Reserve Officers** shall be as follows\*\*.

Reserve Officer				
	Years of Service	FY24	FY25	FY26
Step 1	0-1	\$ 24.43	\$ 25.04	\$ 25.67
Step 2	1-2	\$ 25.62	\$ 26.26	\$ 26.91
Step 3	2-5	\$ 28.89	\$ 30.85	\$ 32.85
Step 4	5-15	\$ 29.47	\$ 31.47	\$ 33.51
Step 5	15 or more	\$ 32.11	\$ 34.15	\$ 36.24

\*\* The pay schedule for Reserve Patrol Officers at Step 3 shall remain consistent with the starting rate for Step 1, full-time hires. Reserve Officers who complete 15 years of Service shall receive the rate of 2<sup>nd</sup> Step Patrol.

#### **Reserve Officer Productivity**

Reserve Officers shall receive in addition to their regular hourly compensation an annual productivity- based compensation according to the number of shifts worked prior to the payable date below during the applicable fiscal year as follows:

Number of Shifts Worked per Year	Additional Compensation	Payable Date
12 or Fewer	\$0	
13-21	\$200	1st Payment in December 2 <sup>nd</sup> Payment in June, less December payment
21-26	\$400	1st Payment in December 2 <sup>nd</sup> Payment in June, less December payment
26-31	\$500	1st Payment in December 2 <sup>nd</sup> Payment in June, less December payment
31-41	\$700	1st Payment in December 2 <sup>nd</sup> Payment in June, less December payment
41-46	\$900	1st Payment in December 2 <sup>nd</sup> Payment in June, less December payment
46-51	\$1,000	1st Payment in December 2 <sup>nd</sup> Payment in June, less December payment
51 or more	\$1,200	1st Payment in December 2 <sup>nd</sup> Payment in June, less December payment

#### Differentials\*\*\*

\*\*\*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.

Shift	Differential percentage		
	7/1/20-12/31/22	1/1/23-6/29/23	6/30/23
Second shift (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.)	5%	5.5%	6%
Third shift (commencing at 12:00 A.M. and ending at 8:00A.M.)	7%	7.5%	8%

#### Longevity\*\*\*\*

\*\*\*\*Longevity shall be included in base pay for the purposes of computing overtime pay, holiday pay, vacation pay, sick leave and injured leave, and shall be deemed and is regular compensation for pension/retirement purposes. *Included in Existing Wage Table*

Years of Service	Annual Payment	Payable Date
5	\$400+ 2%	<i>Included in Existing Wage Table</i>
10	\$600	<i>Included in Existing Wage Table</i>
15	\$800	<i>Included in Existing Wage Table</i>
20	\$1,500	<i>Included in Existing Wage Table</i>
25	\$2,000	<i>Included in Existing Wage Table</i>

Effective July 1, 2020, prior to the base wage increase set forth above, officers (Patrol Officer, Sergeants, and Reserve Officers) shall receive a 2% base wage increase upon reaching their fifth year of employment with the Department. The 2% increase shall be calculated using base wages after adding the five-year longevity increase. Said increases are reflected in the wage tables herein, which tables shall supersede any provision in the collective bargaining agreement to the contrary.

Reserve officers shall qualify for the 5-year 2% base wage increase after five years of service as a reserve, which time shall be calculated in the same way as time is calculated for reserve step increases as set forth in Article 14, section 4. Full-time officers shall receive the 5-year 2% base wage increase upon serving 5 years as a full-time Middleton police officer as set forth in Article 14, section 4.

#### **Special Duty**

Special Duty	Stipend	Payable Date
Special Duty	\$200	June
Reserve officers	\$100	June
Mechanic	\$100	June
Computer Officers (2 positions)	\$100	June

#### **Education Incentive**

Degree Type	Amount	Payable Date
Associate's Degree	\$4,000	Paid Bi-Weekly
Bachelor's Degree	\$7,000	Paid Bi-Weekly
Master's Degree	\$9,000	Paid Bi-Weekly

**Physical Fitness Test**

Administration Date	Amount	Payable Date
	<u>\$900</u>	

**Vacation and Holiday Buyback**

Full-time Officer Hire Date	Eligible Amount	Payable Date
On or before 6/25/19	Unlimited	December (may be declined) June
After 6/25/19	Up to 80 hours per fiscal year	December (may be declined) June

**ARTICLE 28**  
**DURATION OF AGREEMENT**

**Section 1.** This Agreement shall be effective July 1, 2024, 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, 2027, at 11:59 P.M.

**Section 2.** On or after September of the year prior to expiration, 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, 2027, this Agreement shall continue in full force and effect until a successor agreement is reached.

*Signatures on Following Page*



Executed at Middleton this 7 <sup>July</sup> day of 2025

**TOWN OF MIDDLETON**

**Acting By and Through Its Select Board**









**Town Administrator**

**MIDDLETON POLICE BENEVOLENT  
ASSOCIATION**

 Brian Kelley

 Jordan Kemp

