

AGREEMENT BETWEEN  
TOWN OF WILMINGTON  
AND  
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION  
LOCAL 1

EFFECTIVE JULY 1, 2022  
EXPIRING JUNE 30, 2025

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## **AGREEMENT**

This Agreement entered into by the Town of Wilmington, hereinafter referred to as the Town or Employer, and Local 1, New England Police Benevolent Association, 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. This Agreement is made pursuant to and subject to the terms of Chapter 150E of the Massachusetts General Laws, as the same may be amended from time to time.

### **ARTICLE 1** **RECOGNITION**

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all permanent full-time police officers, excluding the Chief of Police, Deputy Chief of Police, Lieutenants, Sergeants and all other employees of the Town.

Section 2: The Employer agrees that it will refrain (1) from interfering with, restraining or coercing employees in the exercise of their right to self-organization, to form, join or assist any employee organization to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; (2) from dominating or interfering with the formation, existence or administration of any employee organization or (3) from discharging or otherwise discriminating against an employee because he has signed or filed any affidavit, petition or complaint or given any information or testimony in a hearing before the State Labor Relations Commission on a charge that the Town has engaged or is engaging in a practice prohibited by Section 10 (b) of Chapter 150E.

Section 3: The Union shall be responsible for representing the interest of all such employees without discrimination and without regard to the membership of employees in the Union and the Union agrees to refrain from engaging in the prohibited practices set forth in Massachusetts General Laws Chapter 150E, Section 10 (b).

### **ARTICLE 2** **MANAGEMENT CLAUSE**

Section 1: Except insofar as modified by this Agreement, the management and control of the Wilmington Police Department employees employed therein, shall remain the sole right, responsibility and prerogative of the Town and/or Town Manager.

Section 2: The Management of the work of the Town, the direction of the work and the right to plan and control Town operations and make and enforce reasonable work rules are reserved exclusively in the Town and the Wilmington Town Manager Act provided that the exercise of such rights will not be inconsistent with the terms of this Agreement or Chapter 150E of the General Law.

Section 3: Those rights, responsibilities and prerogatives are not subject to delegation in whole or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement.

Section 4: No action taken by the Town pursuant to its governmental powers shall be subject to the grievance provisions of this Agreement other than as specifically provided herein.

Section 5: It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described or outlined in this Contract, that the employees cannot contend that they are not required to perform obligations not outlined in this Contract and that the failure or omission of the parties to outline or delineate in this Contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

Section 6: There shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities, and no employees shall participate in any such activities.

Section 7: There shall be no discrimination, restraint, or coercion against any employee because of membership or non-membership in the Union.

Section 8: Insofar as the same shall not be in derogation of the above described Section 1 and 7 inclusive, the Town Manager and/or Chief of Police shall consider the wishes of the members of the Department based on their seniority in respect to length of service in the assignment of the members of the department relative to shift assignments: Shifts shall be bid for once every year beginning not later than March 1st of each year and go into effect the first Friday of April. (a) The 7 most senior officers bid NLT March 7; (b) next 7 officers NLT March 14; (c) next 7 officers NLT March 21; (d) remaining officers bid NLT March 28. Failure to bid on schedule could result in being placed at bottom of list. (e) Any further bidding necessary during the year, the employees shall be notified at least fifteen (15) days prior to the bidding; (f) Any officer changing shifts will assume the regularly scheduled days off of the officer that is bumped; and (h) The bidding of shifts shall not apply to the assignment of personnel assigned to specialist duties within the Department.

### ARTICLE 3

#### EXTRA DUTY-POLICE DETAILS

The following provisions shall confirm the assignment of extra duty details for Police Officers where the detail is to be paid by an outside individual group, corporation, organization, or municipal department.

Section 1: All Permanent and Regular Officers will signify in writing their desire to accept extra duty police details. A current file of names will be maintained at Police Headquarters. It is understood that the first obligation of Police Officers is to fill all vacancies in the regular tours of duty. Exchanging of extra duty police details by the employees may be made if a Superior Officer, assigning said details, makes the reassignment.

Section 2: All assignments to extra duty police details and mailing of bills shall be made by a Ranking Officer designated by and responsible to the Chief of Police. All details will be distributed fairly and equitably as to Lieutenants, Sergeants and Patrolmen and as to the number of details, type, and compensation. A Police Officer committed to his regular tour of duty is not eligible for extra duty details, but he would maintain his name on the list. Where a Police Officer refuses a detail, said Police Officer shall be included as having worked the detail for the purposes of the above described distribution. Police Officers shall be given the maximum possible advance notice of detail assignments.

Section 3: All assigned details shall be posted on a chart and placed on the bulletin board at the Headquarters. Said charts shall contain sufficient information to determine whether detail assignments are being made in accordance with the provisions of this regulation.

Section 4: Any employee who performs a detail not officially assigned by such Ranking Officer and recorded and reported, as required by this regulation, will not be protected by the provisions of the General Laws, Chapter 41, Section 100, and as amended. Therefore, there will be no extra duty detail performed unless it has been officially assigned pursuant to this regulation.

Section 5: The extra duty police detail call-back roster shall be posted.

Section 6: The Town Manager will receive monthly a record of extra duty police details of all Officers and Patrolmen for any civic, social, industrial, commercial, municipal or other functions. The record will include as headings: Names, Dates, Hours, Rate Per Hour, Reason for the Service, Company or Department that paid for the Service, and the Date Paid. This should also include Special Police assigned to police duties.

Section 7: Police detail assignments shall be made when the person, firm, corporation, or entity or government agency, or the Town as described by the charter requesting or requiring to have such detail, has agreed to pay according to the following conditions and rates of pay per employee:

- A. All detailed assignments on road jobs shall be for a minimum of four hours. All road details which are longer than 4 hours 15 minutes shall be paid at a minimum of 8 hours.
- B. Effective following execution of the agreement by both parties, the regular detail rate shall be sixty dollars (\$60.00) per hour.

Effective following execution of the agreement between both parties, details performed between the hours of 7:00 p.m. and 7:00 a.m. shall be five dollars (\$5.00) above the regular detail rate except that details performed on or after 12:00 a.m. on Friday night and before 11:59 p.m. on a Sunday or holiday shall be at the rates established in Section 1 of this article. The five dollar (\$5.00) per hour rate in excess of the detail rate shall not apply to Town emergencies including responses to water and sewer breaks, fallen trees or tree limbs, street clean-up resulting from motor vehicle accidents or malfunctioning Town-owned traffic signals.

- 1. Road details which are performed on Sundays or Holidays shall be paid at double the detail rate:

Effective following execution of this agreement by both parties the double detail rate during times noted in Subsection 1 shall be one hundred twenty dollars (\$120.00) per hour.

Road details which are performed on Saturday shall be paid at the rate of time and one-half the detail rate:

Effective following execution of this agreement by both parties the time and one-half detail rate shall be ninety dollars (\$90.00).

- 2. Details, which extend beyond eight hours, shall be paid at a rate of time and one-half the Detail Rate.
- 3. All strike details and job actions including security details related to corporate dismissals shall be paid at double the detail rate which are established.

Effective following execution of this agreement by both parties the double detail rate shall be one hundred twenty dollars (\$120.00).

- C. Any detail which requires the services of four police officers shall also provide a ranking officer for assignment, supervision, and relief.

- D. Each day of sick leave use in excess of seven days in any calendar year shall be charged on the detail roster as eight (8) detail hours. Excluded from this provision are sick leave days arising out of an injury/sickness which requires a minimum of ten consecutive convalescence days.
- E. Employees shall be compensated for a detail within 28 business days of performing the detail, provided that all necessary documentation has been timely provided to the Town by the employee.

#### **ARTICLE 4**

##### **UNION REPRESENTATIVE**

Section 1: A written list of Union representatives shall be furnished to the Town immediately upon their designation or election. Notice shall also be given in writing of any change in the list as soon as the change takes place.

Section 2: Activities of employees in connection with the investigation and disposition of employee grievances, whether Union officials or not, must take place outside regular working hours unless the nature of the grievance requires that it be investigated or settled during the working day and the administration grants time off for said purposes, or unless the administration, for any reason of its own, authorizes use of the working day for said purpose.

#### **ARTICLE 5**

##### **LABOR-MANAGEMENT MEETINGS**

Section 1: The Union shall designate a standing committee of three employees which may meet with the Town Manager and/or the Chief of Police from time to time, but not more frequently than once every other month at mutually agreed upon times for the purpose of discussing general labor-management matters coming within, or out of, the scope of this Agreement. A request for such meeting shall be given in writing by either party at least ten days ahead of the day of the meeting. The party requesting the meeting shall submit to the other party in such request an agenda of matters to be discussed. The employees who are members of such standing committee shall receive their regular pay for one half hour of any such meeting that occurs during their working time. The balance of the time spent in any such meeting by such employees shall be without pay from the Town.

Section 2: Employees shall not attend Union meetings or engage in Union activities, except as permitted above in Section 1, during their scheduled hours.

#### **ARTICLE 6**

##### **SAFETY COMMITTEE**

A Safety Committee composed of two representatives of the Union and two supervisor personnel shall be appointed. Said committee shall appoint its own Chairman and meet regularly to review safety practices and draw up a safety code or safety rules. Any code so proposed may be submitted to the Town Manager for adoption and promulgation as a personnel or administrative regulation. Alternatively, the code may be submitted by either the Town or the Association, for negotiation and for possible incorporation as an article of this contract. Nothing herein shall be deemed to prevent the Town from adopting and promulgating its own safety code or rules.

**ARTICLE 7**  
**UNION DUES**

Employees who desire membership in the Union shall tender the initiation fee, if any, and monthly membership dues, if any, by signing the Authorization of Dues form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the employer agrees to deduct Union membership dues (on the fourth or last pay day of each month), levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such forms and remit the aggregate amount to the Treasurer of the Union along with a list of such employees, arranged alphabetically, who have had said dues deducted. Such remittance shall be made on the 10th day of the succeeding month.

**ARTICLE 8**  
**SHIFT REPLACEMENT**

Section 1: All replacements, or the need to call back extra police officers on any one shift, shall: (1) Be filled first by regular full-time police officers according to rank, if available; (2) Be filled second by patrolmen on the Permanent Intermittent List of Wilmington, if available.

Section 2: The call-back procedure will be under the supervision of the Police Chief (or ranking officer in an emergency) subject, at any time, to the prior inspection and approval of the Town Manager pursuant to the Town By-Laws and Special Acts.

Section 3: The call-back procedure will be accomplished on a rotating basis.

Section 4: The call-back roster will be posted weekly on the Union bulletin board as provided for in Article 23 of this Agreement.

Section 5: The call-back roster will contain the name of the patrolman, the date of the call back, the time spent on the assignment and any other information needed to establish a rotating list being called in, up, or back to duty on a seniority basis as fully described in Article 30 of the Agreement, and as provided for in this Article 8 for more specific information and interrelated subject matter of Shift Replacement, overtime and seniority as they affect the personnel of the uniformed members of the Wilmington Police Department.

**ARTICLE 9**  
**LONGEVITY**

Longevity for employees hired BEFORE the signing of the July 1, 2016 – June 30, 2019 agreement by the Select Board:

Section 1: Superimposed on the compensation plan is a longevity system promulgated on pages vi and vii of the 1966 budget, supported by the Wilmington Town Employees Association and voted by the 1966 Town Meeting.

Section 2: The existing longevity system shall be continued on the same 3% for each completed period of five years of service to a maximum of 15% (25 years' service) to be based on current base pay.

Section 3: The date from which the employee was employed full time (permanent and continuous employment) shall be the governing date.

Longevity for employees hired AFTER the signing of the July 1, 2016 – June 30, 2019 agreement by the Select Board:

Section 4: Employees hired after the signing of this agreement by the Select Board shall receive longevity payment in accordance with the following chart:

<u>Years of Service</u>	<u>Longevity Payment</u>
10 years	3%
15 years	6%
20 years	9%
25 years	12%

## ARTICLE 10 COMPENSATION

### Section 1: Compensation Plan and Compensation Schedule

This article deals with wages, work schedule, specialist pay, academic achievement pay, shift differential pay and the like. Although not specifically mentioned in this article, it is understood by the parties that compensation also includes numerous other items covered in other parts of this agreement or elsewhere such as longevity, holiday pay, pension, contribution, health and life insurance contribution, clothing allowance, military leave, personal leave, and other various provisions which have an economic advantage to the employee or cost to the Town.

- A. This agreement shall include, as Appendix "A", a classification plan listing all positions covered by this agreement by title, together with a compensation schedule, setting forth the wages for each position covered by this agreement for fiscal years 2023 – 2025.

<u>Fiscal Year</u>	<u>Effective Date</u>	<u>Increase</u>
FY2023	July 1, 2022	3.00%
FY2024	July 1, 2023	2.75%
FY2025	July 1, 2024	2.75%

- B. Effective July 1, 2016: Delete Step 1 from the Fiscal Year 2016 Salary Schedule in Appendix A of the Fiscal Years 2015-2016 agreement. (As revised, the Salary Schedule in Appendix A will start at previous Step 2 of the Fiscal Year 2016 salary schedule).
- C. Effective July 1, 2016: Add a new Step 6 to the Salary Schedule in Appendix A from the Fiscal Year 2016 Salary Schedule in Appendix A of the Fiscal Years 2015-2016 agreement. This new Step 6 is a 4% increase over previous Step 6. (As revised, the Salary Schedule in Appendix A will end at a new Step 6).

### Section 2: The so-called "4 and 2" worksheet shall be in effect.

- A. The following specialists shall receive an additional specialist pay in the amount of \$850: Detectives, safety officers, narcotics officers, prosecuting officers, juvenile officers, firearms instructors/armorsers, K-9 Officer, School Resource Officer and Traffic Officer.

Upon execution of this agreement, employees not regularly assigned to the "4 and 2" worksheet who normally work five consecutive days per week shall only be entitled to seventeen (17) days off in the calendar year. All 17 so-called "4 and 2" days must be used in a single calendar year and cannot, under any circumstance be carried forward to the next calendar year. A minimum of nine (9) such days must be used on the holidays set forth in



Article 14. At the Police Chief's discretion, two of the "holiday 4 and 2 days" may be taken within 14 days of the holiday but in no case shall such day off extend into a new calendar year.

Section 3: Police Educational Incentive Plan

- A. "Quinn Bill" Payments: Effective July 1, 2010, each permanent, full-time police officer who was employed by the Town as of July 1, 2009 and who either (1) was qualified for "Quinn Bill" benefits as of that date or (2) subsequently qualifies for such benefits provided that the officer had begun accumulating "Quinn Bill" eligible points prior to September 1, 2009, shall be paid the percentage increase in base salary specified in G. L. c. 41, §108L, as amended, which is applicable to that officer's certified "Quinn Bill"-qualifying points and which is in effect on the date of this agreement. No changes to or amendments of G. L. c. 41, §108L, whether by legislative or judicial action, which take effect after the date of execution of this agreement shall affect the rights set forth herein. The Town's obligation set forth in this paragraph is to pay the full percentage increase to eligible officers; this obligation is not contingent upon reimbursement from the Commonwealth and, consistent with the preceding sentence, it shall not be affected by subsequent legislative or judicial action. Eligibility for "Quinn Bill" benefits is determined based on the officer's academic standing as of July 1 of the fiscal year in which payments are due.

No later than July 1, 2012, "Quinn Bill" benefits will be included in an eligible officer's weekly wage payment. Until weekly payments are implemented, "Quinn Bill" benefits will be paid out in two equal payments, the first being made in the first pay period in December and the second being made in the first pay period in June.

- B. Alternative Education Payments: Each permanent, full-time police officer who was employed by the Town as of July 1, 2009 and who did not qualify for "Quinn Bill" benefits as of that date or who did not begin accumulating "Quinn Bill" eligible points prior to September 1, 2009, may qualify for the "Alternative Education" benefit. Officers shall qualify for the "Alternative Education" benefit provided the officers begin accumulating points that would have otherwise been "Quinn Bill" eligible prior to January 1, 2013, and provided the officers accumulate these points on a continuous basis in the attainment of a degree that would have otherwise been a "Quinn Bill" eligible degree. Upon the attainment of an otherwise "Quinn Bill" eligible degree, officers shall be paid the percentage increase in base salary equal to that percentage increase specified in G. L. c. 41, §108L, as amended, which is applicable to that officer's otherwise certified "Quinn Bill"-qualifying points and which is in effect on the date of this agreement. Eligibility for "Alternative Education" benefits is determined based on the officer's academic standing as of July 1 of the fiscal year in which payments are due.

No later than July 1, 2012, "Alternative Education" benefits will be included in an eligible officer's weekly wage payment. Until weekly payments are implemented, "Alternative Education" benefits will be paid out in two equal payments, the first being made in the first pay period in December and the second being made in the first pay period in June.

- C. Effective July 1, 2022, any member, who is not receiving benefits outlined in Article 10, Section 3A or 3B, who has earned an eligible Associate degree shall receive an education incentive of \$6,000 per year and \$6,500 per year effective July 1, 2024; or who has earned an eligible Bachelor degree shall receive an education incentive of \$9,500 per year; \$10,500 per year effective July 1, 2023 and \$14,000 per year effective July 1, 2024. Said compensation shall be paid weekly, consistent with the mechanism of payment for benefits pursuant to Section 3A and 3B.

An eligible degree, in criminal justice or law enforcement, must be from an accredited institution and must comply with the requirements of Massachusetts General Laws Chapter 41, Section 108L.

Employees who have more than one qualifying degree are only eligible for one incentive. (There is no pyramiding of incentives.) The incentive provided by this Section, consistent with benefits received pursuant to Sections 3A and 3B, shall be included in base wages for all purposes, including retirement and overtime.

Section 4: Effective on the date of the signing of the July 1, 2016 – June 30, 2019 agreement by the Select Board, those employees regularly assigned to work between 4:00 p.m. and 12:00 am shall receive a night shift differential of \$1.50 per hour on base pay only.

Effective on the date of the signing of the July 1, 2016 – June 30, 2019 agreement by the Select Board those employees regularly assigned to work between 12:00 a.m. and 8:00 am shall receive a night shift differential of \$1.75 per hour on base pay only

Section 5: To attend EMT courses during off duty hours, police officers shall be compensated at time and one-half for such hours payable upon successful completion and certification. Participation shall be voluntary except as otherwise may be required by law or state regulation.

Police officers who maintain their EMT certification shall be compensated by July 15th in the annual amount of \$500.00. Police officers shall be responsible for maintaining their own certification, without additional compensation except as provided above. Classes shall be attended at the Chief's discretion, while on duty.

#### Section 6: New Appointments

Original appointments will ordinarily be compensated at the first step of the salary range for the classification to which the appointment is made. The Town Manager may approve appointments at a rate above the minimum pay step for the salary range assigned a position when difficulties in recruitment are encountered or in the case of unusual circumstances.

#### Section 7: Salary Adjustment Date

An employee hired on or after July 1, 2006 or an employee who has received a job upgrade and has not attained the maximum step for his/her compensation grade, shall advance to the next step in grade upon the anniversary of his/her hiring/promotion date.

#### Section 8: Demotions

When an employee is demoted to a position in a classification which is allocated to a lower salary range than the range for his present classification, he shall be paid as follows:

1. If his present rate of pay is the same pay step within the lower classification pay range, he shall be allocated to the same pay rate as he is presently receiving.
2. If his present rate of pay is higher than the maximum step in the lower classification, then he will be allocated to the maximum rate of pay of the lower classification.

#### Section 9: Reinstatements

- A. When an employee is reinstated within one year of separation from service and is assigned to the same department and the same classification from which he was separated, he shall receive the same pay step in the pay range as he received at the time of separation.

If the pay range has been lowered for the classification from which he was separated, then his pay will be adjusted to the nearest pay step equivalent to the pay rate he received at the time of separation; provided however, that he shall not be allocated to pay rate higher than the maximum rate for the classification to which he is assigned.

- B. When an employee is reinstated to the same classification but is assigned to a position in a department other than the one from which he was separated, then he may be assigned to a pay step within the salary range for that classification which is equal to or lower than the rate he received at the time of separation from service.

## **ARTICLE 11**

### **VACANCIES, TERMINATIONS, APPOINTMENTS, PROMOTIONS, ETC.**

**Section 1:** The Town agrees to post a notice on the departmental bulletin board of any prospective job vacancy or newly created position in the Police Department, as soon as it has been determined to fill said vacancy or position. Such notice shall state a date not less than five days after such posting within which it will receive applications for such vacancy or position from eligible employees desiring to apply for such job.

#### **Section 2: Residence Requirement**

All employees shall be citizens of the United States and reside within thirty (30) miles from Wilmington's closest border to other community's closest border, including communities in New Hampshire.

#### **Section 3: Vacancies in Employment**

The provisions of Chapter 31, of the Massachusetts General Laws shall prevail when filling vacancies.

#### **Section 4: Resignations**

An employee resigning his position should, whenever possible, give sufficient advance notice of his intention to enable the Town to make proper provision for the filling of his position.

#### **Section 5: Probationary Period**

In accordance with and subject to Massachusetts General Laws Chapter 31 and as amended by Chapter 62 of 1976, all appointments are subject to a probationary period of twelve (12) months, during which time the employee's performance is subject to close review as to his competency to carry out the assignments of the position. Permanent status will be given to any employee who satisfactorily completes his probationary period in the position to which he was appointed, provided that his probationary period has not been extended.

#### **Section 6: Promotions**

In accordance with and subject to Massachusetts General Laws Chapter 31, the Town Manager shall apply the following standards in respect to promotions and the filling of job vacancies with the Town:

1. Ability and qualifications, in the reasonable judgment of the Town Manager, to perform the available work.
2. Length of continuous service (seniority) with the Department, and
3. Ability to perform essential functions of the position.

If, in the reasonable judgment of the Town Manager, the ability and qualifications of two or more persons are relatively equal, then length of continuous service shall be the determining factor. Promotion of employees to positions within the department shall be within the sole discretion of the Town and shall not be the subject of a grievance unless the selection is clearly arbitrary or capricious.

Section 7: Physical Examination

Every employee entering the service of the Town will be required to undergo a physical examination by a doctor selected by the Town Manager. Persons sick or disabled may be required to undergo physical examinations by a doctor selected by the Town Manager. Such examinations will be at the Town's expense.

Section 8: Civil Service Status

Civil Service employees who are covered by this Agreement shall retain and be subject to their Civil Service status now in effect and be regulated by Chapters 13 and 31 of the General Laws of Massachusetts.

**ARTICLE 12**

**OVERTIME**

Section 1: All work performed in excess of the regularly scheduled hours of duty shall be compensated at the rate of one and one-half times the base pay as increased by longevity pay, which, upon the execution of this contract, shall include Quinn Bill Incentive Pay.

Section 2: Compensatory Time

- A. Compensatory Time may be accrued by those individuals that have less than 28 days of accrued time off (time off shall include any combination of vacation, personal and 4&2 days). For every day under 28 days of accrued time off, an individual may accrue 8 hours of compensatory time up to 36 hours. Any individual who, at any time, accrues 28 or more days would no longer be eligible to accrue compensatory time.
- B. Compensatory Time shall be accrued at 1 ½ times the actual hours worked in lieu of overtime pay.
- C. Compensatory Time may be accumulated through shift work or at the discretion of the Police Chief for other authorized assignments on a case by case basis. Such discretionary decisions shall not establish a precedent.
- D. Request to accrue Compensatory Time in lieu of overtime payment must be submitted in writing and approved by the Chief of Police or his designee.
- E. All accrued Compensatory Time shall be used by December 31<sup>st</sup> of each calendar year. Compensatory Time not used within the calendar year will be paid back to the individual at the rate that was in effect at the time the work was performed.
- F. The Compensatory Time agreement shall conclude at the expiration of this contract. The Compensatory Time agreement shall be subject to renegotiation in a successor agreement after review by the Town.

## **ARTICLE 13**

### **HOLIDAYS**

**Section 1:** The following days shall be considered to be legal holidays:

1st January - New Year's Day  
3rd Monday in January - Martin Luther King Day  
3rd Monday in February - Washington's Birthday  
3rd Monday in April - Patriots' Day  
Last Monday in May - Memorial Day  
June 19 - Juneteenth Independence Day  
4th July - Independence Day  
1st Monday in September - Labor Day  
2nd Monday in October - Columbus Day  
11th November - Veteran's Day  
4th Thursday in November - Thanksgiving Day  
25th December - Christmas Day

and/or any other day that may be declared a holiday by the Governor of the Commonwealth or General Court or Federal Court.

**Section 2:** In order to qualify for holiday credit, an employee in full-time employment in a permanent position shall have worked on the last regularly scheduled working day prior to and the next regularly scheduled working day following such holiday, unless the employee was in full pay status on such preceding and following days in accordance with other provisions of this contract.

**Section 3:** Employees shall receive an extra day's pay or an additional day off as provided in Massachusetts General Laws Chapter 147, Section 17A.

**Section 4:** Holiday checks, if and when due, will be separated from the regular weekly checks and paid, if possible, as follows:

Paid holidays from July 1 through November - namely, those in July, September, October and November, shall be paid by December 15. Paid holidays from December 1 through June 30 - namely, those in December, January, February, April and May, shall be paid on or about June 30.

## **ARTICLE 14**

### **VACATION**

**Section 1:** In accordance with Massachusetts General Laws Chapter 41, Sections 111A and 111D, on January 1st in each year every regular full-time permanent member of the Police Department in the bargaining unit who has been such for at least six (6) months shall become entitled to a vacation of not less than two (2) weeks during such year, without loss of pay; provided that a member, who has not been such for a period of at least six (6) months on said January 1st, shall be entitled to such vacation upon the anniversary date of his appointment. Those members who have completed five (5) years of service but less than ten (10) years of service will be entitled to a vacation of three (3) weeks. Those members who have completed ten (10) years of service or more will be entitled to a vacation of four (4) weeks. Such vacation shall be granted at such time or times as in the opinion of the Town Manager and the Chief of the Department will cause the least interference with the performance of the regular work in the Department.

Section 2: Vacations will be scheduled for the convenience of the Town. The Chief of the Department will be responsible for maintaining a seniority listing which shall be used by him as a basis for the granting of vacations for employees during the most desirable periods. Vacations shall be scheduled by the chief in weekly periods. Vacations for less than one week will be allowed only when it is necessary or for the convenience of the Town or at the discretion of the Chief. All vacation time will be taken prior to December 15th of the calendar year and will be scheduled so as not to interfere with Department workloads. Vacation time after December 15<sup>th</sup> of the calendar year may be requested and may be granted with approval of the Chief of the Department. The total of unused vacation may not accumulate by more than twice the individual officer's annual vacation entitlement. A minimum of 25% of vacation carry forward over the officer's regular annual vacation entitlement must be used annually as of January 1, 2013. All officers must be in full compliance with the terms of this section by January 1, 2017.

- A. Employees hired after July 1, 2019 shall be permitted to carry not more than one and one half (1 ½) times their current calendar year vacation allotment into the subsequent calendar year. For example, an employee with less than five (5) years of service who receives fourteen (14) days of vacation on January 1, 2020 cannot carry more than twenty-one (21) days of vacation into calendar year 2021. Vacation days in excess of the carryforward limit must be used prior to the end of the current calendar year.

Failure to comply with any condition set forth herein shall result in the officer forfeiting vacation days in excess of the entitled accumulation.

Section 3: Upon termination of employment by dismissal through no fault or delinquency on the employee's part, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Section 4: Absences on account of sickness in excess of those authorized or for personal reasons not provided for under the regulations of the Town, may, at the discretion of the Appointive Authority, be charged to Vacation Leave, such discretion shall not be arbitrarily or unreasonably exercised.

Section 5: The head of the department, with concurrence of the Town Manager, will determine the number of employees to be on vacation leave at any one time.

## **ARTICLE 15**

### **SICK LEAVE AND SICK LEAVE BANK**

Section 1: Effective January 1, 2012 an employee who has completed six months of actual service shall be allowed six days leave with pay and thereafter shall be allowed leave of one day for each month of actual service, provided such leave is caused by sickness or injury or by exposure to contagious disease. Police officers shall have their accumulated sick leave reduced by one day for each working day of approved absence due to illness. Any absence due to illness during the first six months of actual service shall be an absence without pay.

Section 2: Effective July 1, 2012 an employee shall be credited with the unused portion of sick leave granted under Section 1 up to a maximum of 165 days. Any employee covered by this agreement prior to July 1, 2012 shall be entitled to be credited with the unused portion of sick leave accumulated as of July 1, 2012. If such sick leave accumulation is in excess of 165 days but not more than 210 days, such employee's accumulated sick leave shall be considered "frozen" and all future use of sick leave will be deducted from the "frozen" accumulation until the accumulation decreases to 165 days. Upon reaching 165 days, in no event may an employee's accumulation exceed 165 days.

On-the-job injury will not be taken from sick leave.

Section 3: If the amount of sick leave credit provided hereunder and vacation provided under Article 15 has been or is about to be exhausted, an employee may make application in writing for additional allowance to that provided under Article 16, Sections 1 and 2. Such additional allowances may be authorized by the Town Manager after reviewing all the circumstances, including the employee's prior attendance and performance record and other facts relevant to his request for the additional allowance.

Section 4: An employee absent on account of illness or injury shall notify his supervisor as early as possible before the regular starting time of his work day on the first day of absence. The supervisor shall notify the Town Manager's office of an employee's absence by 10:00 a.m. on the first day of absence, and shall state the reason, except scheduled vacation time. Sick leave shall begin on the day notification of the illness is given by the employee, his family, or his physician.

Section 5: For absence under this section, the department head or the Town Manager may require evidence in the form of a physician's certificate showing the necessity for absence, such certificate to give the nature of illness and the expected duration.

If such certificate is not filed after request therefor, such absence may be applied, at the discretion of the Town Manager, to vacation leave or leave without pay. The department head shall require such certificate at the end of one week of illness and subsequent certificates may be required at the discretion of the Town Manager.

Section 6: The Town Manager may require a medical examination of any employee who reports his inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Town Manager.

Section 7: Injury, illness or disability intentionally self-imposed, or resulting from the use of alcohol or drugs, shall not be considered a proper claim for leave under this section.

Section 8: If an employee shall be receiving injury compensation payments while on sick leave, payments for sick leave shall be limited to the difference between the amount of such compensation payments and the employee's regular rate. In this case, the Town Manager shall debit the employee's sick leave accrual by such amounts as he shall deem equitable.

Section 9: The Town reserves the right to have its employees undergo a medical examination. The time, frequency, place, and doctor shall be at the discretion of the Town. Costs for said examination shall be borne by the Town.

Section 10: Payment of Unused Sick Leave on Retirement or Death

Upon the retirement or death of an employee, the employee or his beneficiary shall receive compensation for unused, accumulated sick leave up to a maximum of: 165 days at \$55.00 per day for each day of unused sick leave.

Section 11: Sick Leave Bank

- A. A sick leave bank is hereby established for use by eligible employees. An eligible employee is one who has used no more than 75% of sick leave accrued and accumulated to his credit at the commencement of the illness or injury for which a claim is made to the sick leave bank.
- B. On July 1, 1976, and on each subsequent July 1, each person covered by this Agreement shall contribute one (1) day of his annual sick leave in order to fund the bank. There shall be no accumulation of unused sick leave bank days beyond each year (July 1 to June 30).
- C. The initial grant of sick leave to an eligible employee shall not exceed thirty (30) days.
- D. Upon completion of the thirty (30) day period, the period of entitlement may be extended by

the Sick Leave Bank Committee upon demonstration of need by the applicant.

- E. Any sick leave granted under the provisions of this Section shall expire at the end of the applicable year.
- F. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members. One (1) member shall be designated by the Union. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and the amount of leave:
  - 1. Adequate medical evidence of serious illness,
  - 2. Prior utilization of all eligible sick leave, and
  - 3. Length of service.
- G. If the Sick Leave Bank is exhausted during the year, it shall be renewed by the contribution of one (1) additional day of sick leave by each person covered by this Agreement. Such additional days will be deducted from annual days of sick leave.
- H. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
- I. If at the end of any fiscal year the Sick Leave Bank is not exhausted, the days remaining therein shall be returned to the employees, proportionally based on the ratio that each employee contributed to the Sick Leave Bank during that fiscal year.
- J. Members of Local 13 of the New England Police Benevolent Association shall be considered an eligible employee for purposes of exercising all rights and obligations enumerated in Section 11.

#### Section 12: Sick Leave Buy Back

- A. Effective July 1, 2011 an officer may buy back not more than 4 days in any one fiscal year. To qualify, the officer must have accrued a minimum of 8 of the 12 sick days. This will be at straight pay and accomplished during the month of September.

A participating officer must have accumulated 100 sick days before he can participate in the 4 day buyback plan. Buy back will be at the prevailing rate of pay. Eligibility shall not be effected by donations to the Sick Leave Bank.

### ARTICLE 16

#### DRUG AND ALCOHOL SCREENING

##### Section 1:

- A. The Chief of Police, or his designee in the Chief's absence, for reasonable cause, may require that a police officer submit a test sample forthwith for drug and/or alcohol screening by means of a urinalysis or blood test to detect the presence of non-prescribed drugs, controlled substances or alcohol. The test sample taken from the officer shall be secured by an appropriate employee of the medical facility providing this service for the Police Department. Failure to provide the test sample as directed will result in disciplinary action.



- B. The Officer may initiate a review of the Chief's directive. Failure of the officer to initiate the review within eight (8) hours of the directive shall be deemed a waiver of this right.
- C. The Chief's directive shall be reviewed by a committee of three, comprised of one superior officer appointed by the Chief; one officer appointed by the Union; and the Town Manager or his appointee.
- D. If the review committee concludes that the drug and/or alcohol screening is warranted, such testing shall be conducted immediately.
- E. If the committee finds that the test is not warranted, the sample shall not be tested and shall be destroyed.
- F. An original non-tested sample will be given to the officer upon request.
- G. The decision of the review committee shall be final and binding upon the parties and not subject to the grievance and arbitration provision of this Agreement.
- H. The results of the drug and/or alcohol screening test shall be given to the Chief of Police and the officer.

Section 2: The Chief reserves his right to impose discipline. The officer retains his Civil Service rights, as provided in Massachusetts General Laws, Chapter 31. However, in the first instance of a positive test revealing a violation of this Article, if discipline is prescribed, then it will not be imposed if the officer exercises his appeal rights under Chapter 31 of the Massachusetts General Laws, until the Civil Service Commission renders a finding on the appeal. After the expiration of ten weeks following the first positive test, during the period of the Civil Service appeal process, the officer agrees to submit to random testing at the discretion of the Chief. If any test during this period (the time between 10 weeks of the first positive testing and the date of Civil Service determination) yields a positive result, the officer shall be immediately subject to further disciplinary action, the imposition of which shall not be withheld by the Town or the Chief. If the Civil Service Commission upholds the prescribed discipline of the first positive finding, in whole or in part, said discipline or portion of said discipline shall be immediately imposed, notwithstanding the employee's right to further appeal.

It is agreed that the parties will make every effort to protect privacy and confidentiality.

This Article shall become effective on July 1, 1987.

NOTE: By agreeing to this Article, the Union does not concede the reliability or accuracy of any test or method of testing administered.

## **ARTICLE 17**

### **BEREAVEMENT LEAVE**

Section 1: In the event of death in the immediate family of an employee, he will be granted leave with pay in the amount of five calendar days, and such leave shall not be charged to sick leave or vacation leave.

Section 2: "Immediate Family" is defined as wife, husband, child, brother, sister, parent and parent-in-law, daughter-in-law, brother-in-law, sister-in-law, son-in-law, grandparents and grandchildren, except that a relative residing in the same household may, for the purpose of this section, be considered as part of the immediate family.

## **ARTICLE 18**

### **JURY PAY AND COURT LEAVE**

**Section 1:** A leave of absence will be granted if any employee is called upon to serve on a jury, in which case, he will be paid the difference between any fees received while serving on the jury and his regular rate of pay.

**Section 2:** The Town will pay a four-hour minimum at time and one-half for the time spent in criminal court where the appearance in court arises out of the performance of the job of police officer. The Town will pay at the rate of time and one-half for all hours spent in civil court where the appearance in court arises out of the performance of the job of police officer with no minimum guarantee provided, however, that such payment shall be in the discretion of the Town Manager in cases where the officer is a defendant. Time spent will be measured from the time when the officer leaves the station and ends when the officer returns from court to said station.

**Section 3:** A leave of absence without pay may be granted for the purpose of appearing in court as a defendant or litigant in matters not arising out of the performance of the job of police officer.

## **ARTICLE 19**

### **PERSONAL AND OTHER TYPES OF LEAVE**

**Section 1:** Employees shall be granted time off for which he will be paid at his normal rate to conduct personal business and may be charged to vacation leave upon application by the employee and approval of the Town Manager. Such personal leave shall not exceed three days in any one calendar year.

**Section 1A:** Effective July 1, 2019 employees shall use all personal days within the calendar year within which they are earned. Failure to use all personal days within the calendar year in which they are earned shall result in forfeiture of the unused days for employees hired on or after July 1, 2019.

Employees hired prior to July 1, 2019 with personal days in excess of three (3) days carried into the current calendar year from prior calendar years shall use all personal days in the calendar year within which they are earned. However, they may retain the days in excess of three (3) days and will be paid for the time upon retirement through the term of this agreement on June 30, 2022. Employees retaining the excess personal time beyond that date will be able to use the time during their employment but will not be paid for the excess personal time upon retirement or employment separation.

Effective July 1, 2019 employees shall receive an accrual or accruals totaling twelve (12) hours of personal time (one and one half days) for the period July 1, 2019 through December 31, 2019 to be used before the end of the calendar year. This will be a one-time grant.

Effective January 1, 2020 and continuing thereafter, employees will receive three (3) days of personal time not contingent upon their attendance. Personal time shall no longer be earned for perfect attendance each month through the calendar year. Employees shall receive three (3) days on January 1 of each calendar year.

**Section 2:** Leaves of absence will be granted to veterans as defined in Massachusetts General Laws, Section 21 of Chapter 31, when authorized by the Town Manager, to attend, without loss of pay, the funeral or memorial services of a veteran, as so defined, or of any person dying under other than dishonorable circumstances while serving in the Army, Navy, Coast Guard, Air Force or Marine Corps of the United States in time of war or insurrection. (See Massachusetts General Laws, Chapter 41, Section 111C)

Section 3: Injury Time

- A. In accordance with the provisions of Massachusetts General Laws, Chapter 41, Section 111F, whenever a police officer is incapacitated for duty because of an injury sustained in the performance of his duty without fault of his own, or a police officer assigned to special duty by his superior officer, whether or not he is paid for special duty by the Town, is so incapacitated because of injuries so sustained, he shall be granted leave without loss of pay for the period of such incapacity; provided, that no such leave shall be granted for any period after such police officer has been retired or pensioned in accordance with law or for any period after a physician designated by the Town determined such incapacity no longer exists. All amounts payable under this section shall be paid at the same times and in the same manner, as for all purposes shall be deemed to be, the regular compensation of such police officer.
- B. Employees on injury compensation may not do part-time or full-time work for any other employer during that period.

Section 4: For absence under this section, the Chief of the Department or the Town Manager may require evidence in the form of a physician's certificate showing the necessity for absence, such certificate to give the nature of the illness and the expected duration. If such certificate is not filed after request therefor, such absence may be applied, at the discretion of the Town Manager, to vacation leave or leave without pay. The Chief of the Department shall require such certificate at the end of one week of illness and subsequent certificates may be required at the discretion of the Town Manager.

Section 5: Leave Without Pay Employees may, with the approval of the Town Manager, be granted other leaves of absence. Except as otherwise provided in this Agreement, all such leaves of absence shall be without compensation. The granting of such leave shall protect the employee's existing continuing service for the leave period. A leave of absence will not be granted for employment elsewhere, except for military purposes. Employees on leave without pay **after thirty (30) calendar days** shall not accrue sick leave vacation leave or personal leave. Sick leave shall not be earned during the months in which the employee is on leave without pay. Employees returning to work on or before the 15<sup>th</sup> of the month shall accrue sick leave for that month. Employees returning to work after the 15<sup>th</sup> of the month shall not accrue sick leave for that month. Vacation and personal leave which is earned on January 1<sup>st</sup> of the calendar year will be prorated based upon the percentage of the year that the employee worked or was on paid leave.

Section 6: Request for Leave Where approval of leave is required, requests shall be made in writing as far in advance as possible.

Section 7: Military Leave

- A. Military leave of absence without pay shall be granted to any police officer called to active duty with the State or Federal forces for a temporary or extended tour of duty. Employees ordered to active duty in the armed forces in the time of war or similar national emergency shall be allowed two weeks pay and granted all accumulated vacation and holiday leave with pay. Their job status shall not be affected by such leave.
- B. All short tours of duty or annual training periods of members of State or Federal forces will be granted annual leave without loss of vacation leave and be compensated therefor up to the difference in pay he would have received if not on military leave.

## **ARTICLE 20**

### **UNIFORMS AND PROTECTIVE CLOTHING**

**Section 1:** The Town agrees to provide all essential equipment or special clothing that it deems necessary for the employee to perform his duties; provided that each employee shall receive a one hundred seventy-five dollar (\$175.00) per year allowance for footwear and said allowance shall be deemed a complete provision for footwear under the terms of this Agreement.

**Section 2:** The Town agrees to replace all clothing, equipment, or personal property of an employee damaged or destroyed in the line of duty. It shall be the responsibility of the employee to provide reasonable proof of loss.

**Section 3:** Employees regularly assigned to duty for which they are required to wear non-uniform attire shall receive an annual allowance of \$320.00 for the purchase of such clothing.

Footwear shall be governed by Section 1 of this Article.

**Section 4:** Effective July 1, 2016 the Town will provide each officer with an annual allowance of five hundred dollars (\$500.00) towards the cleaning of uniforms and/or non-uniform attire.

**Section 5:** Routine maintenance of police uniforms and non-uniform attire shall be the responsibility of each employee.

## **ARTICLE 21**

### **ACCESS TO PREMISES**

Representatives of the Union may enter the premises covered by this contract at any time during normal working hours for individual discussion of working conditions with employees, as long as such representatives do not interfere with the performance of duties assigned to the employees, and provided permission has been granted by the Officer in charge.

## **ARTICLE 22**

### **BULLETIN BOARD**

Announcements shall be posted in conspicuous places convenient to the employees on bulletin boards. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin board.

## **ARTICLE 23**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1:** A grievance is defined to be any question of interpretation or application of this Agreement and shall be processed as follows:

**Step 1:** The union representative, with or without the aggrieved employee, may take up the grievance or dispute verbally or in writing with the employee's immediate supervisor within five (5) calendar days of the date of the grievance or his knowledge of its occurrence. The supervisor may require the attendance of the employee at the discussion if he so elects, shall attempt to adjust the matter, and shall respond to the steward or representative within five (5) calendar days.

Step 2: If the grievance has not been adjusted, it may be presented in writing to the Department Head within five (5) calendar days after the supervisor's response is received or is due. The Department Head shall investigate the matter, hold such hearings as he deems advisable, and shall respond to the steward in writing within five (5) calendar days.

Step 3: If the grievance still remains unadjusted, it may be presented to the Town Manager in writing within five (5) calendar days after the response of the Department Head is due. The Town Manager may conduct such investigations and hold such hearings as he deems advisable, and shall respond in writing with fourteen (14) calendar days after receipt of the written grievance.

Section 2: Arbitration. If the grievance has not been adjusted, the Union, and not any individual employee(s) may submit the grievance to arbitration. Submission shall be made by registered mail, addressed to the American Arbitration Association, postmarked no later than twenty (20) calendar days following receipt of the Town Manager's response, with a concurrent copy mailed to the Town Manager. Such arbitration shall be conducted under the rules of the American Arbitration Association. The costs shall be shared equally by the parties. The arbitrator's decision shall be final and binding on the parties, provided, however, the arbitrator shall have no power to add to, subtract from, alter or amend the provisions of this Agreement.

Section 3: In those instances where an employee's immediate supervisor is the Department Head, the grievance procedure shall start at Step 2.

Section 4: An aggrieved employee may act as the moving party and may process his grievance through the various steps of the grievance procedure without the Union representative in attendance, if he so elects. The employee shall also have the right to process his own grievance with his own personal representative, but the Union shall have the right to have a representative present at all steps of the procedure.

Section 5: Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his supervisor, Chief of Police or the Town Manager in the hope of having the grievance adjusted to his satisfaction.

Section 6: Once an employee covered by this contract initiates the formal processing of a grievance under this Article, he shall be barred from handling it on a basis with the administration; it being the intention of this Agreement that once a remedy of a formal grievance procedure is elected that remedy shall be exclusive.

Section 7: A grievance shall be deemed waived unless processed by the grievant to the next higher step within the time limits specified, provided, however, such time limits may be extended by mutual agreement. Such request for extension shall not be withheld in extraordinary circumstances which preclude compliance with the time limits.

## **ARTICLE 24**

### **DISCIPLINE FOR JUST CAUSE**

Section 1: Employees in the bargaining unit may be discharged, suspended, demoted or otherwise disciplined for just cause. Some "just causes" for discipline are listed in the following subsections although discipline may be made for other just causes:

1. The employee has been convicted of a felony, or a misdemeanor involving moral turpitude.
2. The employee has willfully, wantonly, unreasonable, unnecessarily or through culpable negligence been guilty of brutality or cruelty to an inmate or prisoner or to a person in custody.

3. The employee has been guilty of any conduct unbecoming an officer or employee of the Town, either on or off duty.
4. The employee has violated any lawful official regulation or order, or failed to obey any proper direction made and given by a superior officer.
5. The employee has been under the influence of intoxicants while on duty.
6. The employee has been guilty of insubordination or of disgraceful conduct.
7. The employee is offensive in his conduct or language in public, or towards the public, town officials or employees.
8. The employee is incompetent or inefficient in the performance of the duties of his position.
9. The employee is careless or negligent with the monies or other property of the Town.
10. The employee has failed to pay or make reasonable provisions for the future payment of his debts to such an extent that such failure shall be detrimental or disrupting to the Town service.
11. The employee has induced, or has attempted to induce, an officer or employee in the service of the Town to commit an unlawful act or to act in violation of any lawful departmental or official regulation or order.
12. The employee has taken, for his personal use from any person any fee, gift or other valuable thing in the course of his work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded to other persons.

#### Section 2: Demotions

This form of penalty for disciplinary purposes may be made when the employee does not give satisfactory service in the position he holds. In cases of demotion, the Department Head must give the Town Manager a written recommendation citing the reasons for the demotion, and must give a copy of this recommendation to the employee. A demotion may be justified when the employee does not warrant dismissal from the service, but gives evidence of ability to perform work in a lower classification.

#### Section 3: Suspensions

Suspensions are temporary separations for disciplinary purposes where the cause is not sufficiently grave for dismissal. In cases of suspension, the Department Head will give the Town Manager a written recommendation including the reasons for suspension and will also give a copy of this recommendation to the employee. In no case will an employee be suspended for a period to exceed thirty (30) days.

#### Section 4: Dismissals

Dismissals are discharges or separations made for misconduct, inefficiency or other just cause.

#### Section 5: Disciplinary Review Committee

A Disciplinary Review Committee composed of two representatives of the Union, two Supervisory personnel and one Administrative officer shall be appointed. The Administrative officer shall serve as chairman of said committee, which shall meet regularly to review the department's disciplinary practices and procedures; and, may propose changes in such procedures. Any procedural changes proposed may be submitted to the Chief of Police for possible adoption as departmental policy. Alternatively, any such proposals may be submitted by either the Town or the Union, for negotiation and for possible incorporation as an article of this contract. Nothing herein shall be deemed to prevent the Town from continuing its present disciplinary practices and procedures.

## **ARTICLE 25**

### **DISCRIMINATION AND COERCION**

**Section 1:** There shall be no discrimination by department head, sergeants, lieutenants, or other agents of the employer against any employee because of his race, creed, color, sex or age or because of his activity or membership in the Union. The employer further agrees that there will be no discrimination against any member for his adherence to any provision of this contract.

**Section 2:** The Union agrees that neither its officers, members, nor persons employed by the Union, shall discriminate against or coerce any employee for his non-membership in the Union.

## **ARTICLE 26**

### **CONFLICT OF LAW**

**Section 1:** Both parties agree that in the event of any conflict between the provisions of this Agreement and the provisions of State Civil Service, or State retirement and labor laws, on such matters as seniority, promotions, transfer, discharges, removals, and suspensions, the State laws shall govern, except as otherwise provided in Section 7, of Massachusetts General Laws, Chapter 150E.

**Section 2:** Should any provision of this Agreement be found illegal by a tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 27**

### **MISCELLANEOUS PROVISIONS**

**Section 1:** Where a special or particular license is required for the performance of a job assignment, and where said license is not of the type which must be obtained by the employee as a prior condition of employment, the Town will pay the license fee involved.

**Section 2:** The Town will continue to provide financial assistance for life, health and accident insurance pursuant to Chapter 32B of the Massachusetts General Laws and special sections of Chapter 32B which have been accepted by the Town at a Town Meeting. The Town shall offer a minimum of two health insurance plans one of which shall be an indemnity plan equivalent to the existing plan (Blue Care Elect) and a Health Maintenance Organization (HMO) plan equivalent to the existing plan (Network Blue New England). The Town shall pay 75% of the cost of such health insurance. The Town shall establish and administer a voluntary 100% employee funded group dental insurance plan.

**Section 3:** Wilmington police officers, because of their employment with the Town, are often called upon by private industry and business to provide traffic control and property protection during off-duty hours. This off-duty work will be assigned in accordance with Article 3 of this Agreement on a separate roster for off-duty police assignments.

**Section 4:** Employees shall have the right to see their official personnel folder at reasonable times in the presence of the Chief or the Town Manager.

**Section 5:** The Town and the Union shall work to implement a tax contributory benefit, med-cap and dependent care-cap plan for Union employees provided that the plans do not impose an additional cost burden to the town.

Section 6: Should a permanent full-time officer become pregnant, the officer shall notify the Chief of Police in writing after receiving notification of pregnancy from a medical doctor or such other medical professional qualified to render such a diagnosis. Upon such notification, the Chief of Police may reassign the officer to full-time station officer or other such low risk assignment. If the officer is reassigned to such capacity because of pregnancy, the rate of pay shall be at the officer's current salary.

Section 7: The Union acknowledges that the Town has fulfilled any and all bargaining obligations that the Town may have under Massachusetts General Law Chapter 150E regarding the implementation of Tasers and Narcan.

Section 8: The parties agree to the use of Assessment Centers for promotions to the position of Sergeant. The parties agree to meet and discuss the components of the Assessment Centers; however, ultimate discretion as to the components of such Assessment Centers shall be held by the Chief of Police.

## **ARTICLE 28**

### **CLEAN-UP TIME**

Employees engaged in manual labor or special work detail shall be granted a 10-minute personal clean-up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision, the employer shall make the required facilities available.

## **ARTICLE 29**

### **SENIORITY**

Section 1: Seniority shall mean the length of continuous service of an employee of the Town.

Section 2: "Continuous Service" shall mean employment by the Town without a break in such employment. A break in employment shall cause a loss of all seniority rights. A break in the employment of an employee shall occur upon the happening of any one or more of the following events:

1. If an employee shall quit of his own accord.
2. If an employee shall be discharged.
3. The employee shall be absent in excess of three consecutive working days without obtaining approval for such absence in accordance with the terms of this Agreement.
4. The employee shall fail to return to work within three working days after the end of an absence authorized under the provisions of this Agreement.
5. If, after a layoff under Section 4 of this Article, an employee shall not return to work within seventy-two hours after receipt of notice from the town that he will be rehired under Section 4 of this Article.
6. An employee shall be absent due to a layoff under Section 4 of this Article for a continuous period of more than one year.

Section 3: The parties agree that the Town Manager shall apply the following standards in respect to promotions and the filling of job vacancies within the bargaining unit.

1. Ability and qualifications, in the reasonable judgment of the Town Manager, to perform the available work.
2. Length of continuous service (seniority).
3. Physical fitness for the job.



If, in the reasonable judgment of the Town Manager, the ability and qualifications of two or more persons are relatively equal, then length of continuous service shall be the determining factor. Promotion of employees to positions inside or outside the bargaining unit shall be within the sole discretion of the Town and shall not be the subject of grievance under this Agreement.

Section 4: In the case of layoff or reduction of personnel for lack of work or by reason of fiscal cutback, the laying off or demotion of employees within each job classification shall be determined by length of continuous service in the department; that is, the employee with the least seniority in the department shall be laid off or demoted first. Reinstatement within a classification or rehiring into the bargaining unit shall be in reverse order of seniority; that is, the person with the highest seniority shall be rehired or reinstated first. Nothing herein shall restrict the option of an employee to accept a layoff in lieu of a reduction in job classification without loss of his right to be rehired hereunder. It is understood that layoff under this section shall, in all respects except the right to be rehired under this section, constitute a termination of employment by the Town. The right to be rehired hereunder shall exist for a period of one year from date of layoff.

Section 5: In the scheduling of working hours, shifts, vacations and days off, the Town agrees, except in an emergency, to give preference to employees with seniority, provided, however, that the Town reserves the right to plan, direct and control the work of the Town at all times.

Section 6: Certain employees of the Police Department are governed by Massachusetts General Law, Chapter 31, in regard to seniority.

### **ARTICLE 30**

#### **REST PERIODS**

All employees' work schedules shall provide for a 10-minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible. Employees who are to work beyond their regular quitting time into the next shift, in the event of an emergency, a meal break will be given, if possible. In addition, employees shall be granted the regular rest periods that occur during the shift.

### **ARTICLE 31**

#### **BINDING EFFECT, TERMS AND DURATION**

##### **Section 1: Jurisdiction of Town Officials**

It is agreed that once a collective bargaining contract is executed, an employee covered by such contract shall not have the right to a direct petition or appeal to any Town official, elected or appointed, or to seek the intervention of any Town official, elected or appointed, on a matter of said employee's wages, hours, and conditions of employment; nor shall said employee seek to bring public pressure to bear on the Town's duly appointed bargaining representative, or the Town Manager, it being understood that the collective bargaining process, once elected by an employee group, shall constitute the exclusive means by which said group or its members shall negotiate or discuss the terms of their wages, hours, and conditions of employment.

Section 2: It is further understood and agreed that where funds are necessary to implement any provision of this Agreement, a request must be submitted to the Finance Committee and the Town Meeting for an appropriation, and that if said request is rejected, the matter shall be returned to the parties for further bargaining.

Section 3: Duration

- A. This contract shall take effect at 7:00 a.m., July 1, 2022, and shall remain in effect until 7:00 a.m., July 1, 2025. It shall thereafter automatically renew itself for successive terms of one year each unless either party shall have given the other a written notice, on or before the first of September in any one year of its election to modify or terminate all or any part of the contract as of the first of July of the new contract year. In absence of a notice to terminate the entire contract, the contract shall continue in effect as to those provisions not so designated.
- B. The Union agrees that the subject matters in this collective bargaining agreement shall be binding during the terms of said contract notwithstanding any amendments, substitutions, or further legislation of the General Court which may affect any of the terms, conditions, or obligations contained in this contract.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed to.

This Agreement signed the 12 day of February 2024.

FOR THE TOWN OF WILMINGTON

  
\_\_\_\_\_  
Gary B. DePalma, Chair

  
\_\_\_\_\_  
Gregory B. Bendel

  
\_\_\_\_\_  
Kevin A. Caira

  
\_\_\_\_\_  
Lilia Maselli

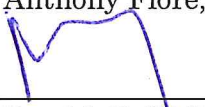
  
\_\_\_\_\_  
Frank J. West, Sr.


Select Board

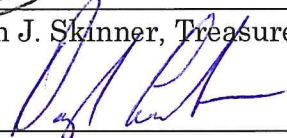
  
\_\_\_\_\_  
Louis Cimaglia, IV  
Temporary Town Manager

FOR THE LOCAL 1, N.E.P.B.A.

  
\_\_\_\_\_  
Anthony Fiore, President

  
\_\_\_\_\_  
Patrick B. Nally, Vice President

  
\_\_\_\_\_  
Kevin J. Skinner, Treasurer

  
\_\_\_\_\_  
Daryl J. Ceruolo, Secretary

Negotiating Committee

APPENDIX A

FY 2023 POLICE DEPARTMENT  
SALARY SCHEDULE

PATROLMEN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Weekly	1,125.83	1,170.86	1,217.70	1,266.40	1,317.06	1,369.74
Annual	58,543.16	60,884.72	63,320.40	65,852.80	68,487.12	71,226.48

EFFECTIVE 7/1/22  
3%



FY 2024 POLICE DEPARTMENT  
SALARY SCHEDULE

PATROLMEN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Weekly	1,156.79	1,203.06	1,251.19	1,301.23	1,353.28	1,407.40
Annual	60,153.08	62,559.12	65,061.88	67,663.96	70,370.56	73,184.80

EFFECTIVE 7/1/23  
2.75%



FY 2025 POLICE DEPARTMENT  
SALARY SCHEDULE

PATROLMEN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Weekly	1,188.60	1,236.15	1,285.60	1,337.02	1,390.50	1,446.11
Annual	61,807.20	64,279.80	66,851.20	69,525.04	72,306.00	75,197.72

EFFECTIVE 7/1/24  
2.75%

APPENDIX B

UNION DUES AND INITIATION FEES

AUTHORIZATION FOR PAYROLL DEDUCTION, TOWN OF WILMINGTON

BY \_\_\_\_\_  
Last Name First Name Middle Name

TO \_\_\_\_\_  
Employer Department

EFFECTIVE \_\_\_\_\_  
Date

I hereby request and authorize you to deduct from my earnings the Local 1, New England Police Benevolent Association membership initiation fee, assessments and, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union. The amount per month is \$\_\_\_\_\_.

This authorization shall be valid for the period of one year from the date hereof or until the termination of this Agreement (whichever occurs first) and shall be automatically renewed and valid for successive similar periods of one year, unless written order or revocation is given by me to you and to the Union 60 days prior to the expiration or the anniversary of the signing of this card or the termination of this Agreement (whichever comes first).

Signed \_\_\_\_\_

Address \_\_\_\_\_