

AGREEMENT

BETWEEN

THE TOWN OF MEDFIELD

AND

THE MEDFIELD POLICE LEAGUE

MASSACHUSETTS COALITION OF POLICE

AFL-CIO, LOCAL 257

July 01, 2010 TO JUNE 30, 2013

Town of Medfield and Medfield Police League Agreement

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This agreement entered into this _____ day of June, 2011 by and between the Town of Medfield, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter called the “Town” or the “Municipal Employer” and the Medfield Police League and unincorporated Association, its officers and members jointly and severally, hereinafter called the “League”.

Whereas, under General Laws, Chapter 150E Municipal Employees are granted the right to bargain collectively with their Municipal Employer; and

Whereas, the Municipal Employer desires to cooperate with its employees under the terms of said enabling legislation now therefore, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

Article I Recognition and Description of Unit

Section 1. The League as exclusive bargaining agent represents and the Municipal Employer recognizes the Leagues agency for the purpose of collective bargaining relative to wages, hours and conditions of employment for regular permanent employees in the following employment classifications of the Police Department of the Town of Medfield:

Full Time Dispatchers, Police Officers and Police Sergeants, excluding all other officers of the department currently classified or to be classified, including the Chief, and excluding all other employees of the Town of Medfield.

Article II Condition of Employment

Section 1. The league recognizes the present existence of a classification plan, and salary grades, departmental rules and regulations, and certain Town bylaws governing wages, hours and conditions of employment of the employee it represents and an Appendix attached hereto, which documents, as presently existing, are incorporated and made part of this Agreement as though recited herein in full, shall be a part of the terms of this Agreement, as they may be amended by collective bargaining or Town Meeting acceptance, subject to such Federal, State and Municipal bylaws and regulations as are, from time to time in full force and effect and are applicable, relative to wages, hours and other conditions of employment except as hereinafter provided.

Section 2. The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement for union membership or activities. The League and its agents agree to be responsible for representing the interest of all employees in the unit described herein without discrimination and without regard to an employee’s union membership.

Section 3. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority not specifically relinquished, abridged or limited by the provisions of this agreement. The Town shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- B. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations or to discontinue their performances by employees.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees, affected by them.
- G. To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the League or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town, it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Town's Board of Selectmen and by virtue of statutory and charter provisions are not subject to review or determination in any grievance or arbitration proceeding.

Article III Grievance Procedures

Section 1. Grievances are defined as problems arising out of the application by the Town of the express provisions of this Agreement as they might affect an employee, or a group of employees with the same problem who are covered by this Agreement

Section 2. Grievances shall be processed as follows:

Step 1. An employee so affected and representative of the League who appear before the Chief of Police shall be given an interview.

Step 2. If no disposition of the grievance to the satisfaction of the employee has been made in fourteen (14) calendar days after presentation to the Chief, within fourteen (14) calendar days thereafter the employee and a representative of the League shall give written notice to the Municipal Employer reciting the intermediate steps taken and submitting a written statement of the grievance and within fourteen (14) calendar days the Municipal Employer through its designee shall meet with the League designee and the employee to discuss the matter.

Step 3. If at the expiration of the fourteen (14) calendar days following the conclusion of this presentation and discussion, no disposition of the grievance to the satisfaction of the employee has been made and if the grievance is within the definition of the term as contained in this agreement, the League or the Municipal Employer may present the grievance to the American Arbitration

Association. The Arbitrator(s) shall have jurisdiction only over the disposition of the grievance(s) as it arises out of the express terms of this Agreement. He/she/they shall have no authority to make recommendations, to criticize the parties or their conduct, to redraft the Agreement or to modify the Agreement, and the submission to arbitration, of the grievances(s) shall contain, as a part thereof, the aforesaid limitations.

The decision of the Arbitrator(s) shall be final and binding upon the parties. The decision shall be rendered within fourteen (14) calendar days from the conclusion of the hearing.

Section 3. The expense of such arbitration service shall be shared equally by the Municipal Employer and the League, except that the cost of its own presentation before the Arbitrator shall be assumed by each party.

Section 4. An employee may waive a grievance and shall be deemed to have done so if the action required under Section 2. shall not have been pursued within the time specified therefore for each step under said Section 2. The time specified herein for various steps may be extended by mutual agreement.

Section 5. Written submissions of grievances at Step 2 shall be in not less than triplicate, on forms to be agreed upon jointly. If a grievance is adjusted at any step of the grievance procedure the adjustment shall be noted on the form and shall be signed by the employee, the League representative and the Town's representative reaching this adjustment.

Section 6. All grievances referred to above must be presented at step 1 within fourteen (14) calendar days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based. If it is determined at any time that corrective measures are due an employee as a result of the grievance procedure, they shall not be made retroactively operative for more than twenty-one (21) calendar days prior to the date of first presentation.

Section 7. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Article IV No-Strike Clause

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slow-down or withholding of services in time of emergency or during a regular tour of duty. The League agrees that neither it nor any of its officers or agents will call, institute, authorize or participate in, sanction or ratify any such strike, work stoppage, slowdown, blue flu, sick-outs or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the League shall forthwith disavow such strike, work stoppage, slowdown or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the League shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and return to work forthwith, and shall, in addition, post notices to that effect on departmental bulletin board or boards.

Section 3. In consideration of the performance by the League of its obligations under Section 1 and 2 of this Article, there shall be no liability on the part of the League nor of its officers or agents for any damages resulting from the unauthorized breach of the agreement contained in this Article by individual members of the League.

Article V Miscellaneous

Section 1. Communications intended for the Municipal Employer will be directed to the Chairman of the Board of Selectmen and the communications and legal process intended for the League shall be directed to the President of the League.

Section 2. It is understood that public funds shall not be used in payment for salary and wages to employees who wish to negotiate or bargain or process grievances during regular working hours. It is further understood that a leave of absence or time off without pay for said purpose will not be unreasonable withheld by the Municipal Employer.

Section 3. It is understood that this Agreement constitutes the entire agreement between the parties hereto and no amendment or modification is authorized unless it is in writing and signed by authorized persons.

Section 4. The failure of the Municipal Employer or the League to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the League to future performance of any such terms or condition and the obligations of the League and the Municipal Employer to such future performance shall continue in full force and effect.

Section 5. Bulletin board space will be provided for League announcements. Such announcements shall not contain any political, denunciatory, or inflammatory, or anything derogatory of the Municipal Employer or any of its officers or employees. Any League authorized violations of this section shall entitle the Municipal Employer to disregard its obligations under this section.

Section 6. Should any provisions of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Article VI Duration

Section 1. This Agreement shall be effective as of July 1, 2010 and shall continue through June 30, 2013.

Section 2. Within sixty (60) days prior to January 1, 2013 either party has the right to submit proposals for consideration under a new contract and if after any such notice the Municipal Employer and the League shall have failed to reach agreement by the sixtieth (60) day prior to the first day of the Annual Town Meeting, for the transaction of business, either party may petition the

Board of Conciliation and Arbitration in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.

Article VII
Liability of Parties

Section 1. Nothing herein contained shall in any way be construed to make the officials of the Town of Medfield or of the League liable personally.

IN WITNESS WHEREOF the parties to this Agreement have caused these presents to be executed by their agents duly authorized, as the date first above written.

BOARD OF SELECTMEN OF THE TOWN OF MEDFIELD

By: _____

MEDFIELD POLICE LEAGUE

By: _____

APPROVED AS TO FORM

By: _____

Town Counsel

2010APPENDIX TO AGREEMENT BETWEEN
THE TOWN OF MEDFIELD AND THE MEDFIELD POLICE LEAGUE

The following items are incorporated in the agreement referred to above

Section 1. Town Meeting. The Municipal Employer agrees to recommend to the Town Meeting items requiring implementation by Town Meeting.

Section 2. Wages:

A. Base pay for Sergeants , Police Officers and Dispatchers for purposes of this contract shall be defined as the weekly compensation for a Police Officer, Sergeant, or Dispatcher as set out in the following three step and six step pay plans annualized, together with annual stipends for specialist positions designated by the Chief of Police. This shall be the base pay used to calculate a Sergeant or Police Officer's overtime rate and Quinn Bill Payments

B. The wages effective July 1, 2010 payable in bi-weekly installments* shall be as follows:

Sergeant	Step 1	Step 2	Step 3
7/1/2010	\$1,169.05	\$1,205.20	\$1,248.46
<i>bi weekly</i>	\$2,338.10	\$2,410.41	\$2,496.92
7/1/2011	\$1,169.05	\$1,205.20	\$1,248.46
<i>bi weekly</i>	\$2,338.10	\$2,410.41	\$2,496.92
7/1/2012	\$1,192.43	\$1,229.30	\$1,273.43
<i>bi weekly</i>	\$2,384.86	\$2,458.62	\$2,546.86

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer						
7/1/2010	\$900.94	\$928.81	\$957.53	\$987.14	\$1,017.67	\$1,049.15
<i>bi weekly</i>	\$1,801.89	\$1,857.61	\$1,915.05	\$1,974.29	\$2,035.35	\$2,098.29
7/1/2011	\$900.94	\$928.81	\$957.53	\$987.14	\$1,017.67	\$1,049.15
<i>bi weekly</i>	\$1,801.89	\$1,857.61	\$1,915.05	\$1,974.29	\$2,035.35	\$2,098.29
7/1/2012	\$918.96	\$947.39	\$976.68	\$1,006.88	\$1,038.02	\$1,070.13
<i>bi weekly</i>	\$1,837.93	\$1,894.76	\$1,953.35	\$2,013.78	\$2,076.06	\$2,140.26

	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher					
7/1/2010	\$619.76	\$654.25	\$687.26	\$722.21	\$762.96
<i>bi weekly</i>	\$1,239.52	\$1,308.50	\$1,374.51	\$1,444.41	\$1,525.92

7/1/2011	\$619.76	\$654.25	\$687.26	\$722.21	\$762.96
<i>bi weekly</i>	\$1,239.52	\$1,308.50	\$1,374.51	\$1,444.41	\$1,525.92
7/1/2012	\$632.16	\$667.34	\$701.01	\$736.65	\$778.22
<i>bi weekly</i>	\$1,264.31	\$1,334.67	\$1,402.00	\$1,473.30	\$1,556.44

Specialist Range				
7/1/2010	559.49	To	3,199.33	Annual Stipend
7/1/2011	559.49	To	3,199.33	Annual Stipend
7/1/2012	570.68	To	3,263.32	Annual Stipend

*effective 90 days after the date of the arbitrator's decision (June 17, 2004). Per said award, bargaining unit employees shall receive a lump sum payment of \$100 on the first payroll cycle that the bi-weekly payroll is implemented.

C. Police Officers designated as Detective, Prosecutor, Photographer/Finger Printer, Training Officer, Safety Officer or Administrative Sergeant by the Chief of Police shall receive additional compensation annually at a rate to be determined by the Police Chief within the above specialist range. For any Sergeant or Police Officer who receives such a stipend the Specialist Stipend shall be included in the calculation of base pay. At the League member's request specialist pay may be paid in one of the following ways: 1. The Sergeant or Police Officer may elect to have the specialist pay included in his/her weekly paycheck, or 2. The Sergeant or Police Officer may elect to have the specialist pay in a lump sum payment, payable during the month of January. If the payment is received in a lump sum the Sergeant or Police Officer agrees this is to be prorated annually and will be paid in a separate check.

D. In the absence of a police sergeant being on duty, the senior officer-in-charge of any shift shall be paid per shift 20% more of the weekly difference between the highest paid patrolman and the highest paid sergeant (Formula-Top Sgt. weekly pay minus top Police Officer weekly pay x 20% = the per shift rate for OIC) Seniority for purposes of determining the senior officer-in-charge shall be determined in the same manner as seniority for the purposes of shift assignments as provided in subsections two (2) and three (3) of Section 14. Shift Assignments below.

E. Progression through the rate ranges normally will be one step annually unless otherwise recommended by the Department Head and the Personnel Board. Effective July 1, 2008 all "step" or contract increases will be given in first pay period of new fiscal year.

F. Upon recommendation of the Chief of Police and supported by evidence in writing of special reasons and exceptional circumstances, the Town may hire a Police Officer or Sergeant at a rate higher than the minimum rate for a position.

G. Each permanent employee in the bargaining unit will be paid time and one-half for all hours worked in excess of those regularly scheduled within the department.

Section 3. Night Shift Differential

A night shift differential of \$9.00 per shift shall be paid to those sergeants, patrol officers, and dispatchers whose regular assignment is to shifts that commence after 3:00 PM and conclude before 8:00 AM. The differential shall not be included in the calculation of the overtime rate or base pay.

The night shift differential will be paid out in the bi-weekly pay period using the same averaging method used to pay base salary.

Dispatchers whose regular assignment is to a Saturday or Sunday day shift, currently 7:00 AM to 3:00 PM, shall be paid a differential of \$5.00 per shift to be paid in the bi-weekly pay period. The differential shall not be included in the calculation of the overtime rate.

Section 4. Work Schedule

The regular schedule of the members of the unit, shall be four (4) days on duty followed by two (2) days off duty. The work schedule is based on 1,944 hours per year or 37.38 hours per week. When there are fifty-three pay periods in a year the work schedule is based on 1981 hours or 37.38 hours per week. This shall be used in calculating the overtime rate. Sergeants and Police Officers performing special assignments may be scheduled differently by mutual agreement between the League and the Chief of Police. Sergeants and Police Officers who, as a result, regularly work a schedule of five (5) days on followed by two (2) days off shall take off seventeen (17) days each year without pay so that their hours worked shall be equivalent to the so-called four (4), two (2) shift schedule. The scheduling of these days off shall be made by the Chief of Police after consulting with the affected Officers. Any additional hours worked in any calendar week up to forty (40) hours by members performing such special assignments shall be paid at the regular rate.

Beginning on July 1, 2005 all full time dispatchers shall be placed on a four (4) days on duty followed by two (2) days off duty schedule. The work schedule for dispatchers is based on 1,944 hours per year or 37.38 hours per week. When there are fifty-three pay periods in a year the work schedule is based on 1,981 hours or 37.38 hours per week. With four (4) full time dispatchers there will be two (2) two remaining eight (8) hours shifts per shift rotation (6 days) to be filled by a part time dispatcher. The call order for dispatcher overtime shifts shall be full-time dispatchers, the part time dispatcher and then full time Police Officers and Sergeants in the usual method. Once the part time dispatcher has been offered sixteen (16) hours of additional work (additional work includes all shifts and or detail shifts), beyond the scheduled two (2) shifts in a shift rotation, the call order for dispatcher overtime shall be full time dispatchers, full time Police Officers and Sergeants in the usual method and then part time dispatchers.

Section 5. Extra Paid Details

The following provisions, in addition to the departmental rules and regulations, shall govern the assignment of extra paid details to police officers where the said detail is to be paid for by an outside individual, group, organization, or business entity.

- A. Assignments shall be made by the Chief or his representative on a voluntary basis and they shall be distributed among officers in the following order:
 1. Any and all details within the boundaries of Medfield shall be first offered to members of the League in the usual manner.
 2. All paid details shall be time and one-half times the top step for sergeant's rate of pay. All paid details shall be in four (4) hour blocks except Town details which will be a minimum of three (3) hours. Details under and up to four (4) hours are considered a four (4) hour detail. Details four (4) hours and up to but not exceeding eight (8) hours are considered an

eight (8) hour detail. Details over eight (8) hours, but not exceeding twelve (12) hours are considered twelve (12) hour details, and so on, continuing up in four (4) hour blocks in the same fashion.

Town details shall not include details provided to contractors constructing public works for the Town unless such detail costs are billed as specific items to the Town and the Town is reimbursed less than 50% of that cost. Details for Town sponsored or Town funded projects or events shall be paid a minimum of three (3) hours and for actual hours worked thereafter. Town Details rate of pay shall be time and one-half the individuals' rate of pay.

3. The Chief or his representative shall maintain a record of all such assignments which may be examined at any time by a representative of the League.
4. No officer shall accept any assignment unless it is made by the Chief or his representative.
5. The rate of pay for these private details for the period of the contract shall be as follows: One and one-half the top step for sergeant's rate of pay. An additional \$2.00 per hour shall be paid for special details at events at which liquor is served.
6. For private details Dispatchers rate of pay shall be paid the private detail rate of one and one half times the top step for patrol officers. Town details rate of pay shall be time and one half the individuals' rate of pay.
7. All vacant dispatcher shifts shall be filled based on the manner set out in Section 4. Work Schedule.

Section 6. Sick Leave

1. Upon completion of thirty (30) days permanent full-time employment, an employee in the bargaining unit shall be allowed one and one-quarter (1 ¼) days sick leave with pay for each month of employment completed in any given calendar year, provided such leave is caused by sickness or injury or by exposure to a contagious disease, but not injury sustained in other employment.
2. An employee in continuous employment shall be credited with the unused portion of sick leave granted under section 6-1 up to a maximum of one-hundred fifty (150) days. Upon retirement or death, payment shall be made to the employee or the employee's estate for thirty percent (30%) of those days accumulated over ninety (90) days.

Section 7. Funeral Leave

Each permanent employee in the bargaining unit shall be granted leave without loss of pay for the purpose of making arrangements and/or attending the funeral of a member of his/her immediate family. Such leave shall be for not more than three (3) consecutive days commencing with the day of the death. For the purpose of this leave the term "immediate Family" shall mean the following: the mother, father, mother-in-law, father-in-law, sister, brother, spouse, child or grandparent of the employee.

Section 8. Substitutes

Each permanent employee in the bargaining unit may be granted special leave with pay for a tour of duty for which he/she is able to secure another employee, of equal or higher rank in the department to work as a substitution in his/her place. The said substitution is to be on the occasion of an unusual occurrence or for some purpose not encountered in the normal course of events. Such leave will be allowed provided:

1. It is approved by the Chief of Police.

2. Such substitution does not impose any additional cost on the Town with regard to salaries or payment of wages.
3. It is understood that the officer whose tour of duty is involved shall be responsible for obtaining the services of a substitute.
4. It is understood that the Municipal employer is not responsible for the enforcement of any agreement which might be made between the officer and the substitute.

Section 9. Uniforms and Equipment

1. The town of Medfield through its Chief of Police or some other person designated by him shall supply a complete uniform to all new members admitted to the Department as permanent members, and also shall supply equipment as follows:
 - One (1) breast badge
 - One (1) wallet badge with identification
 - Three (3) short sleeve navy blue shirts
 - Three (3) long sleeve navy blue shirts
 - Three (3) navy blue police trousers
 - One (1) pair police boots
 - One (1) pair dress shoes
 - One (1) winter police coat
 - One (1) light-weight eight point police hat
 - One (1) police duty belt with keepers
 - One (1) firearm holster
 - One (1) orange traffic vest
 - Two (2) pairs dress white gloves
 - One (1) pair winter wool mittens
 - One (1) department issue firearm with ammunition
 - One (1) navy blue tie with regulation tie clip
 - One (1) department issued set of collar pins
 - One (1) rain coat
 - One (1) hat badge
 - Two (2) magazines with pouches
 - One (1) black trouser belt
 - One (1) citation holder
 - One (1) spring police windbreaker
 - One (1) regular eight point police hat
 - One (1) pair handcuffs with carry case
 - One (1) department regulation baton with holder
2. The Town shall annually allow \$450.00 to each permanent Sergeant and Police Officer available for the replacement of such uniform and equipment items as are approved by the Chief of said Department. The uniform and equipment replacement allowance shall not be included in the calculation of base pay.
3. The Town shall annually pay to each Sergeant and Police Officer a uniform cleaning allowance of \$900.00 payable the first pay day in December. The uniform cleaning allowance shall not be included in the calculation of base pay.

5. The Town shall annually allow \$600.00 to each permanent dispatcher of the Police Department which sum shall be available for the replacement of such uniform and equipment items as are approved by the Chief of said Department. The uniform and equipment replacement allowance shall not be included in the calculation of base pay.
6. The Town shall annually pay to each permanent dispatcher a uniform cleaning allowance of \$900.00 payable the first pay day in December. The uniform cleaning allowance shall not be included in the calculation of base pay.
7. The following equipment shall be repaired or replaced by the Town as needed; such cost will not come out of the officer's clothing allowance:
 - All full-time officers: Badges, Department patches, name plate, collar insignia, duty gun belt, safety holster, pistol/revolver, magazines, speed loaders, ammunition, ammo pouches/holders, portable radio, radio battery, radio holder, baton and holder, mace and holder, belt keepers, rechargeable flashlight with battery, handcuffs and case, traffic vest or belt and white traffic gloves.
 - Detectives and administrative officers: (in addition to the above) concealment holster, concealment magazine pouch, concealment cuff case, undercover badge holder, police ID jacket (replacement only), and jump suit (replacement only).
 - Dispatchers will receive breast badge, collar insignia, name plate and Department patch.

Section 10 Court Time

The Municipal Employer exercises its option under the provisions of Massachusetts General Laws Chapter 262, Section 53C as inserted by Chapter 223 of the Acts of 1955 to pay members of the Police Department for court time in accordance with the provisions of the said statute, and not to require compensatory time off in lieu of such payment. This shall apply to all criminal or civil business arising out of the performance of members duties.

Section 11. Past due Payments

Employees shall be compensated no later than the first pay date in December of each year for all unused time off accrued up to December 1st in said year, during the preceding twelve (12) months on account of holidays, court time or any other such arrearage which has not been previously paid within the said twelve (12) month period. . Past due payments are not to be included in the calculation of base pay.

Section 12. Temporary Service Out-of-Rank

Employees of the bargaining unit who are ordered by the Chief of Police to serve temporarily in a higher rank for a period of two or more consecutive working days shall be compensated for the work at a minimum rate established for the higher rank. For the purposes of this paragraph, working days shall mean an eight (8) hour day or night tour of duty.

Section 13. Disciplinary Action

1. No regular permanent employee in the bargaining unit shall be relieved, dismissed, discharged, suspended or charged in any manner under the General Laws, except for just cause. When and if a charge is made under the General Laws, the said employee will be entitled to have counsel present at any hearings or interviews attendant thereto at which the employee is present.

2. Each regular permanent employee in the bargaining unit shall be provided with an opportunity to review his/her personnel file as maintained by the Chief of Police. Prior to inserting any additional material in the personnel file of any officer in the bargaining unit, the Chief of Police shall show this material to the Officer.

Section 14. Shift Assignments

1. Choice of shift assignments shall be granted to regular permanent members of the Police Department on the basis of seniority. Once a senior Officer has been granted a shift assignment he/she shall not be granted a change in that assignment for six months (unless a vacancy occurs), or on mutual agreement of all persons affected, with the approval of the Chief of Police.
2. Seniority within the Department shall commence from the date of an individual's appointment as a regular permanent member. Any time captured back from prior service (through Civil Service) whether it was with Medfield or any other agency shall not be computed into seniority with regards to shift assignment. Seniority in grade shall be determined by date of promotion. If more than one individual is appointed or promoted on the same date, seniority shall first be determined by the highest mark on the appointment or promotional examination, next by length of service on the Medfield Police Department prior to permanent full-time appointment, next by highest academic rating upon completion of mandatory training at a police academy. If the seniority among the individuals is not determined by any of the above, it shall be determined by the toss of a coin.
3. Seniority shall not be broken by vacation time, sick time, injury time, or any call to military service for the duration of a national emergency. Voluntary enlistment in military service shall not be considered as time in Police Department service. An individual who resigns voluntarily or is discharged for just cause shall lose all seniority.
4. In cases of emergency as determined by the Chief of Police and the Board of Selectmen, such assignment of duty hours as they find necessary for the security of the Town and its citizens shall be made without regard to seniority, but only so long as said emergency continues to exist.
5. The Town agrees to compensate two officers and one dispatcher representing the Medfield Police League at two days pay for attending the Massachusetts Coalition of Police's (MCOP) annual meeting.

Section 15. Vacations

Vacations shall be granted to regular permanent members of the Police Department as they are presently granted in accordance with the rules and regulations governing the Medfield Police Department.

Effective July 1, 1999, and subject to the Town's adoption of the "Quinn Bill": Chapter 41, Section 108L, the so-called "Quinn Bill" hereafter known as the Quinn Bill.

1. Officers not receiving educational incentive compensation under the Quinn bill will continue under the "Holyoke" vacation plan.
2. Officers receiving education incentive compensation under the Quinn Bill will receive vacation as follows beginning the January after enrollment in the Quinn Bill:

1-4 Years of service	Ten (10) Days Vacation
5-9 Years of service	Fifteen (15) Days Vacation
10 Years and over	Twenty (20) Days Vacation

3. Only those officers receiving educational incentive benefits of either type as specified in subsection 2 above, shall receive three (3) personal days. These personal days will be granted on January 1 of each year. Officers may use these personal days at any time.
4. Effective July 1, 1997 all full-time dispatchers shall be granted three (3) personal days, which they may use at any time.

Section 16. Longevity

- 1) A longevity payment of \$125.00 shall be paid annually to each permanent employee in the bargaining unit who has five or more years of service in the Department and who is eligible for educational incentive payments under the so-called Quinn Bill.
- 2) A longevity payment of \$25.00 shall be paid annually, in addition, to each such employee who is eligible for educational incentive payments under the so-called Quinn Bill for each year of service after five years until he/she has attained twenty years of service as a member of the Department, to a maximum of \$500.00
- 3) The total longevity payment which may be attained under (1) and (2) is \$500.00 for those qualifying under (1) and (2). Such longevity payment shall be based on the number of years of full-time employment completed in any calendar year, shall be paid between December 10th and 15th of that year and shall be paid in a separate check.
- 4) A longevity payment of \$250.00 shall be paid annually to each permanent employee in the bargaining unit (sergeant, police officer and dispatcher) who has five or more years of service in the Department and who is not eligible for educational incentive payments under the so-called Quinn Bill.
- 5) A longevity payment of \$50.00 shall be paid annually, in addition, to each such permanent employee in the bargaining unit (sergeant, police officer and dispatcher) who is not eligible for educational incentive payments under the so-called Quinn Bill for each year of service after five years until he/she has attained twenty years of service as a member of the Department, to a maximum of \$1,000.00.
- 6) The total longevity payment which may be attained under (4) and (5) is \$1,000.00 for those qualifying under (4) and (5). Such longevity payment shall be based on the number of years of full-time employment completed in any calendar year and shall be paid between December 10th and 15th of that year, and shall be paid in a separate check.
- 7) For the purpose of administering the longevity payment, the term "service" shall not include the period of time an employee is under suspension within the meaning of General Laws, Chapter 31, or the period of time an employee is on a leave of absence without pay, with or without permission. It is the intention in administering this bylaw to have the longevity payment considered as a factor in determining the amount to be received by an employee or his/her dependents under the provisions of General Laws, Chapter 32.
- 8) For any year in which a member of the bargaining unit is entitled to educational incentive payments under the so-called Quinn Bill, the longevity payments shall be calculated under the provisions of paragraphs 1), 2) and 3) of this section.

Section 17. Safety Committee

A Safety committee of not more than three members of the League may meet with the Chief of Police at least once each month to discuss and make recommendations for the improvement of the general health and safety of the members of the bargaining unit. The time spent at such committee meetings shall not be compensated by the Town.

Section 18. Educational Incentive

- A. **Medfield Police Education Incentive:** The Town will continue to pay M.G.L. Ch. 41, Section 108L benefits to all current employees hired prior to July 1, 2010, who have been approved for participation in that program, including attainment of any additional degrees and the corresponding payment levels. The percentages associated with the Section 108L program are as follows: Associates degree 10%, Bachelors degree 20%, Masters Degree 25% of base pay. Further, it is the intent of this section that the Town fund 100% of the educational incentive pay benefits notwithstanding any subsequent insufficient appropriation or legislation that might affect Chapter 41, section 108L or the Town's reimbursement by the Commonwealth; if Chapter 41, section 108L is repealed, underfunded or amended the Town shall still pay the 100 %.
- B. **2010 Medfield Police Educational Incentive Pay:** Effective July 1, 2010, all officers hired on or after July 1, 2010, or current officers, who have degrees but are not included in the Quinn Bill program chapter 41, section 108L who have or subsequently obtain a degree in a field of study which, the Chief determines, significantly improves their ability to perform their duties for the Police Department, shall be provided Educational Career Incentive pay as follows. This program shall recognize Associate, Bachelors and Masters degrees in the concentrations of Criminal Justice, Criminal Justice administration, Criminology, Law Enforcement, Sociology, Psychology, Forensic Science, Public Administration, Political Science, Accounting, Finance, Computer Sciences and Business. A Juris Doctorate degree is also an eligible degree and shall be treated as a Masters Degree. Degrees shall have been awarded by a College or University listed in the database of accredited postsecondary institutions and programs maintained by the US Department of Education at the time that the degree was awarded

Officer:

	Step 1 and 2	Step 3 and 4	Step 5 and 6
Associates	4,700	5,000	5,300
Bachelor	8,500	9,000	9,600
Masters	11,800	12,500	13,500

Sergeant:

Associates	6,300		
Bachelor	11,300		
Masters	15,700		

The educational incentives for both programs shall be paid twice yearly, in a separate check from bi-weekly pay during the first pay period in December and June. No educational incentive pay of either type shall be included in the calculation of any other benefit, including without limitation overtime, shift differential, or detail pay. The incentives shall be considered by the Town as regular compensation for the purpose of calculating retirement benefits.

Degrees and credits will qualify for the payments set forth in sections A and B above if they would have qualified under the standards in place under M.G.L. c. 41, § 108L as of June 30, 2009.

The Union agrees not to challenge, or support in any manner, a challenge to the enforceability of any of the provisions of this article in any forum. The Union will indemnify the town from any and all payments, damages and costs incurred, including attorneys fees, if there is litigation that demands and/or results in the Town having to make additional education incentive payments and/or incur additional education incentive costs beyond those set forth in this Article.

In the event a court or agency of competent jurisdiction enters a judgment or order declaring any provision of this Article to be invalid, or restraining enforcement of any such provision, or requiring the Town to make additional education incentive payments or incur additional education incentive costs beyond those set forth in this Article, then the Town may reduce the salary or another economic benefit of any officer who receives additional education incentive payments by the amount of the additional education payments without further bargaining.

Section 19. Care of Equipment

All Town-owned equipment being used by or in the custody of members of the Department shall be given proper care and maintenance by said members. It shall be the responsibility of each operator of a Police Department vehicle to see that the oil and water in the vehicle is checked, but the operator need not perform this service personally.

Section 20. Holidays

Police department employees will be paid at straight time for time worked on a holiday in addition to holiday pay. Police Department employees working on a scheduled day off, which is a holiday, may be given equivalent time off at straight time.

HOLIDAYS

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

Section 21. Training Pay

"All Sergeants, Officers and Dispatchers shall attend 40 hours of training each fiscal year. Training courses will include those approved by the Chief of Police or his/her designee. If

necessary, an officer or sergeant will be temporarily re-assigned to the day shift for training purposes so that the Department does not incur overtime for training. Officers shall receive at least 14 (fourteen) calendar days notice of this training assignment.” Training courses will include those approved by the Chief of Police or his/her designee.

Dispatchers will receive forty (40) hours of overtime training and will be paid at the overtime rate. Training pay will not be used in the calculation of overtime.

Section 22. AED Stipend

All Sergeants, Officers and Dispatchers shall receive an AED stipend of \$350.00 annually beginning the first pay date in October, 2007. This stipend shall not be included in the calculation of the overtime rate.

Section 23. Annual Performance Evaluations

Effective July 1, 2011, performance evaluations may be conducted once a year by the Chief. These evaluations will be conducted orally and a record will be kept to document that the evaluation took place, but no written evaluation form will be completed. The evaluations will not affect advancement on the salary schedule but they may be used for purposes of future promotions. As part of the evaluation, the Chief will document that the officer is current with Department requirements, policies and procedures, including without limitation a satisfactory Board of Probation check, valid driver's and firearms licenses and in possession of all required uniforms and equipment.

Section 24. Associate Degree Requirement

Any Officer hired on or after July 1, 2010 shall be required to have at least an Associate's Degree in a field of study which, the Chief determines, significantly improves their ability to perform their duties for the Police Department. (See Section 18 above).

Section 25. Academy Training Fee

- A. For the purpose of this agreement, the fee, cost, or tuition of the training at a Municipal Recruit Police Academy is the Training Fee. (“Fee”).
- B. In the event there is such a Fee, the Town of Medfield agrees to pay it as directed by the MCJTC. As a condition of employment, anyone sent to such training shall sign a written contract with the Town of Medfield, prior to commencing the training, under which the participant agrees to reimburse the Town for the full cost of the Municipal Recruit Academy Training Fee. Reimbursement will include the Town collecting the Fee by deducting (\$50.00) dollars per pay period from the employees compensation beginning with the second full pay period after successful completion and graduation from the basic recruit training academy.
- C. After successful completion of (36) months of post-Academy active service with the Medfield Police Department, any officer who has reimbursed the Town for the Fee shall be reimbursed. The reimbursement will be in the form of an expense Police Department check, separate from the Officer's regular weekly compensation (free of taxes). Upon application by an officer currently

employed and with at least 36 months of post-Academy service, the Town will reimburse the officer.

Section 26. Name Plates

The Chief shall provide each Officer with two (2) name plates. These name plates are standard equipment and to be worn by officers at all times and displayed, if possible, on their outer most garment. The name plate design shall be determined by the Chief of Police or his designee. Depending on an officer's assignment (i.e., plain clothes, undercover etc.), the Chief may excuse the officer from the nameplate requirement. The Town shall replace these items as needed.

Section 27. Medfield Police Workplace Drug and Alcohol Policy

To ensure a safe, healthful and productive environment and to protect the general public, the use of alcohol while on duty shall be prohibited. The use, possession, solicitation for or sale of narcotics or other illegal drugs or prescription medication without a prescription on Town property is prohibited.

The Town has in place an Employee Assistance Program (EAP) and advises employees that they may consult with the EAP regarding any possible substance issues. The EAP program is confidential and the providers who work under the program are prepared to assist employees and will not provide confidential treatment/medical information to the Town.

PROHIBITED CONDUCT

1. Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally used drug, drug paraphernalia or alcohol on Town property on Department business or Department vehicles or during working hours.
2. Being under the influence of an unauthorized controlled substance, illegally used drug or alcohol on Department property, Department business or Department vehicles during working hours.
3. An employee shall not report for duty, or remain on duty within four (4) hours of having consumed alcohol. An employee shall not report for duty or remain on duty with an alcohol concentration of 0.02 or greater unless assigned by the Chief of Police or his designee to an undercover operation. If assigned to an undercover operation the employee shall not have an alcohol concentration of 0.08 or greater. If the presumption law in Massachusetts is lowered below the 0.08 standard, the standard for undercover operation will be lowered.
4. Use, possession, manufacture, distribution, dispensation, or sale of illegally used drugs or controlled substances while on duty.
5. Refusing consent to testing or refusing to submit to a breath or urine sample for testing consistent with this policy.
6. Failure to notify the Department of any arrest or conviction under any drug or alcohol criminal statute.

TESTING

A testing lab will be mutually selected by the Town and the League and will be from among labs certified by the State or Federal Government.

The Chief of Police or his designee shall require an employee to submit to an alcohol or controlled substances test when he has reasonable suspicion to believe that the employee has violated this policy.

Reasonable suspicion of drug and/or alcohol use will be based on specific objective fact(s) and inferences drawn from observation or knowledge that the employee may be involved in the use of any illegally-used drug, controlled substance, or alcohol. Examples include but are not limited to:

1. Specific observations concerning the appearance, behavior, speech or body odor of the employee;
2. Observable phenomena such as direct observation of on duty alcohol use or possession; and/or direct observation of on duty or off duty use or possession of illicit drugs;
3. A pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to frequent absenteeism, excessive tardiness or frequent accidents, not attributable to other factors and which appear to be related to drug or alcohol abuse;
4. Arrest, indictment, or conviction for drug related offenses;

Alcohol testing is authorized under the reasonable suspicion testing only when the observations required to be made of the determination of reasonable suspicion are made during or just preceding the work day that the employee is required to be in compliance with the alcohol prohibitions.

The Chief of Police or his designee making the observations shall document in writing the specific facts, symptoms or observations which form the basis of his/her reasonable suspicion.

An employee who tests positive for a controlled substance and/or has an alcohol breath test administered under this policy and has an alcohol concentration of 0.02 or greater shall not be permitted to return to work without a return to duty test with a negative controlled substance test or an alcohol test with an alcohol concentration of less than 0.02 whichever is applicable.

An employee who tests positive for a controlled substance and/or has an alcohol breath test administered under this policy and has an alcohol concentration of 0.02 or greater shall be subject to follow up testing upon return to work.

An employee who has evidence to rebut the reasonable suspicion determination may present the evidence but the employee must take the test.

REFUSAL TO SUBMIT

An employee shall be considered to have refused to submit to a test under this policy when he/she:

1. Fails to provide adequate breath for testing without a medical explanation after receiving notice of the requirement to submit to a breath test;
2. Fails to provide an adequate urine sample for a controlled substance test without a valid medical explanation after receiving notice of the requirement to submit to a substance abuse test;
3. Fails to proceed to the testing/collection site immediately after being informed of the requirement to be tested or leaves the site before the test is complete; or
4. Fails to follow the instruction of the collector/tester or complete the documents necessary to complete the test.

CONFIRMATORY TEST

Controlled Substance Tests

Controlled substance testing shall be limited to those drugs made illegal by MA General Law Chapter 94C and will be to determine the presence of those five drugs or classes of drugs or their metabolites: cocaine, opiate metabolites, phencyclidine (PCP) and amphetamines

At the time of the drug test, the testing facility shall split the employee's urine sample into two collection bottles for "split testing." In the event the initial urinalysis test is positive, a second confirmatory test shall be performed on the second sample.

Alcohol Tests

When alcohol testing is required a trained breath alcohol technician shall administer a breath test to determine whether there is an alcohol concentration of 0.02 or greater. Any breath test with a result of 0.02 or greater shall be followed with a confirmatory test within fifteen minutes.

The costs of the reasonable suspicion drug tests shall be paid by the Town. Any return to duty tests shall be paid for by the town.

VIOLATIONS OF THIS POLICY

An employee who refuses to submit to a test, tests positive for a controlled substance and/or an alcohol concentration of 0.02 or greater under the tests described above shall be subject to discipline, up to and including dismissal. Discipline other than dismissal may include but shall not be limited to the following:

1. The employee will be relieved from duty and required to see a Substance Abuse Professional (SAP) and shall comply with all recommendations and complete all programs (inpatient, outpatient, and counseling). The employee must provide documentation of satisfactory completion of the program to the Town by way of the Chief of Police.
2. During any rehabilitation the employee will be on unpaid leave except that he or she may elect to take any accrued sick, vacation, holiday or personal time to which the employee is entitled.
3. Before an employee may return to duty the employee must undergo a return to duty test as referenced above.
4. The employee may be subject to unannounced follow up testing for up to two (2) years.

Neither the provisions of this policy nor the Town's willingness to substitute it for earlier versions of the Town's proposed policy shall be interpreted to allow officers to engage in on-duty or off-duty misconduct involving drugs and alcohol with impunity. To the contrary, it is acknowledged that the Town has the right to discipline officers for such misconduct and the level of discipline will depend on the nature of the offense.

In all cases of misconduct, the just cause provisions of the Collective Bargaining agreement shall apply to any discipline imposed.

Board of Selectmen of the Town of Medfield

By: _____

Medfield Police League

By: _____

Approved as to form:

Town Counsel_____