

AGREEMENT
BETWEEN
THE TOWN OF ACTON
And
ACTON POLICE PATROL OFFICERS ASSOCIATION
JULY 1, 2019 - JUNE 30, 2022

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AGREEMENT

Articles of Agreement made and entered as of 2019, by and between the Town of Acton, Massachusetts, hereinafter called the "Town", and the Acton Police Patrol Officers Association, hereinafter called the "Union".

ARTICLE 1 - RECOGNITION

- 1.1 The Town of Acton recognizes the Acton Police Patrol Officers Association hereinafter called the "Union", as the exclusive collective bargaining agent for all police officers, excluding the Chief of Police, Deputy Chief, Lieutenants, Sergeants and special or auxiliary police officers. The parties recognize that Massachusetts General Law Chapter 150E governs the relationship between the parties.

ARTICLE 2 – DISCRIMINATION

- 2.1 All the police officers shall have the right to join the Union and to engage in Union activity. There shall be no intimidation, coercion or discrimination of any kind against any police officer because of membership in or activity on behalf of the Union or because of lack of such membership or activity.

ARTICLE 3 - SENIORITY

- 3.1 All the police officers shall be placed on shifts in accordance with seniority within the rank except that the Chief may assign officers on the force for less than six (6) months to any shift which he may select and except that nothing in this Article shall be deemed to affect the right of the Chief to make such shift assignments as are reasonably necessary to maintain efficiency.
- 3.2 On the effective date of this Agreement a list of shifts for each rank shall be posted on the bulletin board in the police station. Officers in each rank shall pick their shifts in order of seniority.
- 3.3 Whenever a temporary vacancy occurs in any shift, it shall be posted for five (5) days on a bulletin board in the station. The senior police officer within the rank that requests the vacancy in writing shall be given the shift. Any shift vacancy will be offered to the regular police officer or a full-time officer. A vacancy shall include absences of duty due to vacations, long term illnesses, schooling, holidays, personal days and sick days. The Town is under no obligation to fill a vacancy.
- 3.4 Seniority is defined as the length of time within the rank, as determined by the date of appointment. In the case of tie, the date of appointment to the next lower rank shall prevail, and in the case of tie between patrolmen, position on the civil service list shall prevail. If a tie still exists, the length of employment in the Department shall prevail.
- 3.5 All Union members are responsible for maintaining a contact number/location on a daily basis.

ARTICLE 4 - BULLETIN BOARDS

- 4.1 The Town shall provide space for a bulletin board in the police station to be used by the Union for the posting of notices concerning Union business and activities. Nothing inflammatory shall be posted upon said bulletin board.

**ARTICLE 5 - COMPENSATION -
Police Salary Schedule FY 2019 – FY 2022**

- 5.1 Effective July 1, 2019, all police officers shall be paid on the seven (7) step Wage Schedule attached as Appendix A.

The Wage Schedule shall be increased by the following cost of living adjustments:

July 1, 2019 2%

July 1, 2020 2%

July 1, 2021 2%

Effective July 1, 2019 a Step 8 will be added to the wage schedule. The pay differential above Step 7 will be 1.75%.

All members of the bargaining unit will be eligible to move up one step on July 1, 2019. This step is representative of their annual FY20 annual work anniversary step increase, provided they meet the requirements to move up. Moving forward, all members will receive their annual work anniversary step increase on July 1st of each year, provided they meet the requirements to move up.

- 5.2 Officers working the evening and night shift approximately between 3 P.M. and 11 P.M. and 11:00 P. M. and 7 A.M. shall receive for such periods a pay differential of one dollar and fifty cents (\$1.50) per hour effective July 1, 2017 which will increase by twenty-five (.25) cents on July 1, 2020. The shift differential will be paid at the above rates per hour whether the officer is on straight time or overtime unless required by the FLSA to be paid at a higher rate.

- 5.3 The officers assigned to and performing the duties of Detective, Youth Officer/Detective and Prosecuting Officer for the department shall each be paid an additional sum of one hundred and eighty dollars (\$180.00) per month in excess of base salary. The officers assigned to and performing the duties of official police photographer and safety officer, shall each be paid the additional sum of one hundred dollars (\$100.00) per month in excess of base salary. Effective July 1, 2019 a Firearms Use of Force Instructor stipend will be created to be paid at ninety (\$90.00) dollars per month. An officer cannot not receive more than one stipend.

A patrol officer assigned by the Chief or his designee to be a Field Training Officer (FTO) shall be compensated an additional \$2.50/hour to train new officers while performing those duties. This stipend is not factored into the calculation of contract overtime.

- 5.4 A police officer called back to work at any time when he/she would not normally be working shall be paid for a minimum of four hours of work regardless of the time actually worked by said officer.
- 5.5 Police Officers shall be paid contract overtime for all hours worked in excess of eight (8) hours in a day or an average of forty (40) hours in a week and shall be paid at a rate of 150% of the officers base rate.

Effective on the first day covered by the first payroll on or after July 1, 1999, paid time off as set forth in this agreement, excluding sick time, will be treated as time worked in calculating overtime. Sick time used within a 28-day period will not count as hours worked for calculating overtime during that 28-day period. For implementation, the officers will receive their normal pay and the amount paid will be reconciled every 28 days with the amount they should have received. If the Town owes money, it will be included in the next check, and if the officer has been over paid, the amount will be deducted from their next check.

Effective July 1, 2015 the first three (3) sick days taken by a Patrol officer in a fiscal year will count as hours worked for the calculation of overtime in the 28 day period. If a Patrol Officer is absent from work due to hospitalization and is under a doctor's care after hospitalization and presents a doctors' note for the hospitalization and the aftercare, the days missed will count as hours worked for the calculation of overtime in the 28 day period.

- 5.6 A police officer may be held back a step on the basis of performance at the recommendation of the Police Chief and approval of the Town Manager.
- 5.7 As a result of the affirmative passage of Article 8 of the June 21, 1973 Special Town Meeting, the revolving fund established by Article 13 of the 1973 Annual Town Meeting is funded.
- 5.8 The Town agrees to compensate each Patrol Officer during the term of this Agreement a sum of six hundred (\$600.00) dollars per year for being certified and trained in the public health and safety procedures of all devices and equipment and methods of approved use by law enforcement personnel by the Executive Office of Public Safety and/or the Department of Public Health for all the devices and methods adopted by the Acton Police Department at the discretion of the Police Chief
- 5.9 The parties agree the Town has adopted a work period of twenty-eight (28) consecutive days to determine overtime pay as required by the Fair Labor Standards Act (FLSA). A police officer shall be paid time and one-half his/her regular rate for all hours worked in excess of 171 hours in a work period of twenty-eight (28) days. Sick leave, vacation, personal leave, bereavement leave, line of duty injury time and any other paid leave and time not worked by an officer under a guaranteed pay for a minimum of hours worked shall not be considered hours worked under the FLSA.

The FLSA regular rate shall be determined pursuant to the FLSA regulations. The Town of

Acton will calculate and furnish each individual police officer's his/her FLSA overtime rate.

The parties acknowledge they entered into an agreement by which the Town of Acton would support an April 1998 Annual Town Meeting Article put forth by the Union, which urged the voters of the Town to accept MGL c. 41 Section 108L, the "Quinn Bill." One of the keystones in the decision process of the Town of Acton was an agreement between the parties that remuneration received by a police officer under the terms of the Quinn Bill was not to be included in the calculation of either contractual overtime or the Fair Labor Standards Act (FLSA) overtime rate. Subsequent to the Agreement on December 2, 2003 the United States Court of Appeals for the First Circuit ruled that Quinn Bill payments are to be included in the calculation of the FLSA overtime rate.

The parties now acknowledge the Town of Acton's failure to include Quinn Bill payments in the calculation of the FLSA overtime rate was based upon the best information at that time and agreed to by the Union. As such, the parties agree it was not a willful violation of the FLSA. The parties further acknowledge the statute of limitations under the FLSA is two years for non-willful violations. The Town of Acton acknowledges that the two year repayment obligation caused by not including Quinn Bill payments in the FLSA overtime rate calculation is not waived by this agreement.

ARTICLE 6 - LEAVE

6.1 SICK LEAVE

- 6.1.1 Each officer shall be granted fifteen (15) days paid leave for illness in each year. Each officer may accumulate 140 unused days of sick leave from year to year.
- 6.1.2 The Chief shall maintain a complete and current record of all sick leave accumulation for each officer and shall make that record available to that officer upon request.
- 6.1.3 At the start of a single, continuous, prolonged illness, a regular full-time officer or regular part-time officer working twenty (20) hours or more a week may be given three (3) days of sick leave for each day of regular sick leave accumulated, if necessary, up to a maximum of one hundred and forty (140) days, on the recommendation of the Chief with the approval of the Town Manager. A written statement from the officer's doctor on the nature and probable duration of the illness shall be required. If extended sick leave is given, the officer will have an accumulation of zero (0) sick days on his/her return to work.
- 6.1.4 Sick leave may be used only for illness or injury to the officer, and only while in the employment of the Town. Up to a maximum of forty (40) hours of sick time may be used for immediate family members per fiscal year. No sick leave accumulations may be considered as a basis for payment upon termination of

employment. In order to be eligible to be granted sick leave, the officer must notify his/her supervisor of his/her sickness or injury, time expected to be incapacitated and when he/she expects to return to work. The Chief or designee is expected to check on such absences and to check with the doctor and to obtain the doctor's certification if, in his/her judgment, the situation demands such certification.

6.1.5 The Employer has the authority to administer progressive discipline in situations in which it can be proved that an employee is abusing sick leave. Evidence of sick leave abuse may include submitting of false information concerning the reason for the need to use sick leave and an officer's repeated pattern of taking sick leave in conjunction with holidays and other paid leave.

6.2 PERSONAL LEAVE: The Chief may authorize excused absences with pay up to a maximum of three (3) working days during the fiscal year for unforeseen or unusual situations requiring the absence of a regular full-time officer for all or a portion of a working day.

6.3 FUNERAL LEAVE

6.3.1 Payment will be made for lost time up to three (3) days because of the death of a parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.

6.3.2 Individual consideration may be given by the Town Manager for longer absences, or for absences because of the death of any relative for whose care and support the individual is primarily responsible.

6.4. MILITARY LEAVE

6.4.1 Officers shall be entitled to a leave of absence during the time of their compulsory service in the armed forces of the Commonwealth or during a compulsory annual tour of duty not exceeding seventeen days as a member of the reserve component of the armed forces of the United States, and shall receive the difference between their base pay for such service and their regular rate of compensation from the Town. They shall also be entitled to the same leaves of absence or vacation with pay as provided in this contract.

6.4.2 The officer must present his/her military orders to the Chief for inspection.

6.5 JURY DUTY LEAVE

6.5.1 An officer who is called for jury duty shall be granted Jury Duty Leave. If the jury fees amount to less than the officer's regular rate of compensation, the officer shall be paid an amount equal to the difference between them. Notice of service shall be filed with the Chief upon receipt of summons.

- 6.5.2 When an officer has been granted jury duty leave and is excused by proper court authority, the officer shall report back to his/her official place of duty whenever the interruption in said service will permit four or more consecutive hours of employment during the hours of his/her scheduled tour of duty.

6.6 LEAVE OF ABSENCE - EDUCATION:

- 6.6.1 A leave of absence for educational purposes may be granted by the Town Manager, provided that the contemplated course of study directly relates to potential improvement of the employee's service to the Town.
- 6.6.2 All such leaves shall be granted solely at the discretion of the Town Manager.

6.7 LEAVE WITHOUT PAY

- 6.7.1 A general leave without pay may be granted to an officer who is regularly scheduled to work twenty (20) hours a week or more for up to one (1) year.
- 6.7.2 An officer requesting a general leave must submit to the Chief the request stating the reason and exact duration of leave.
- 6.7.3 During general leaves without pay no fringe benefits will accrue or be granted. Officers on leave will be allowed to maintain health and insurance coverage, provided the officer pays the entire cost of these benefits.
- 6.7.4 The Association's negotiating committee shall consist of no more than three (3) people. Any member of the negotiating committee who is required to attend a negotiation session during his/her assigned shift will be allowed time off without loss of pay, for a maximum of three (3) hours per session.
- 6.7.5 The Town agrees to abide by the terms of the Family Medical Leave Act (FMLA) and to apply the terms of this agreement in a manner consistent with the Act. Leave entitlement under state law, this agreement, and FMLA run concurrently when they cover the same type of leave.
- 6.7.6 All such leaves shall be granted at the discretion and approval of the Police Chief and Town Manager.

6.8 Compensatory Days 5-2 Employees

Employees assigned to the 5 - 2 work schedule shall be granted an additional six (6) days off during the course of the fiscal year. The use of these days shall be granted by the Chief at such times as, in the Chief's opinion, will cause the least interference with the performance of the regular work, the overtime needs of the Department, and the preferences of the individual employees.

ARTICLE 7 - COURT APPEARANCE

- 7.1 Officers who are required to appear in court to give testimony in a civil case shall be compensated therefore at the same rate as in a criminal case; provided, however, that an officer shall not be entitled to compensation from a private party for hours when he/she is on regular duty for the Town. This paragraph shall not apply to civil cases in which the officer is involved which are unrelated to his/her official duties.
- 7.2 Any employee required to attend court while on duty at night or on vacation, furlough or on a day off shall receive a minimum of three (3) hours pay for each assignment; provided, however, that if the employee so attends during any one day on more than one occasion, he/she shall be entitled to pay only equal to the minimum provided above or the time actually worked, whichever is greater.

ARTICLE 8 - VACATIONS

- 8.1 Each employee shall earn vacation with pay, as provided in subsection (8.3) at the following rates:
- (1) Two (2) work weeks or ten (10) duty days after completion of one (1) year of continuous services;
 - (2) Three (3) work weeks or fifteen (15) duty days after completion of five (5) years of continuous service;
 - (3) Four (4) work weeks or twenty (20) duty days after completion of ten (10) years of continuous service;
 - (4) Five (5) work weeks or twenty-five (25) duty days after completion of twenty (20) years of continuous service;
- 8.2 No employee shall be entitled to take any vacation until after completion of one year of continuous service. Upon completion of one year of continuous service, each employee shall be entitled to take that number of vacation days, which he/she earned during the prior fiscal year, as provided in subsection (8.3).
- 8.3 In each fiscal year, each employee shall earn his/her full vacation as provided in subsection (8.1) if he/she shall actually work for the Town forty (40) weeks in the aggregate. If an employee shall actually work for the Town less than forty (40) weeks in any fiscal year, the employee shall earn a percentage of his/her full vacation under subsection (8.1) equal to that percentage of said forty weeks during which the employee shall have actually worked for the Town. The vacation days earned in each fiscal year shall be taken in the following fiscal year. The parties agree that Exhibit A (attached at the end of this Article) sets forth the number of vacation days earned in any fiscal year. In any year when an employee shall complete five (5) years of continuous service, as the case may be, such employee shall be deemed to have earned vacation days during the prior fiscal year at the relevant higher rate as set forth in subsection (8.1), but such additional vacation days may not be taken until after the anniversary date of his/her

employment in such fiscal year.

- 8.4 Vacations shall be granted by the Chief at such time as, in the Chief's opinion, will cause the least interference with the performance of the regular work of the department, but taking into account, as far as possible, the preferences of the individual employee. Vacations earned as of July 1 must be taken on or before June 30 of the same fiscal year. If a holiday falls within the vacation period of an employee, the employee shall be granted an additional day of vacation. No officer may be required or permitted to forego his/her vacation and receive extra pay in lieu thereof.
- 8.5 Vacation periods shall be selected in accordance with seniority within the rank. An officer's vacation shall be taken on consecutive days and weeks unless the officer otherwise requests and the Chief agrees thereto. Vacation shall be scheduled on a fiscal year basis.
- 8.6 If an officer is required to attend court during his/her vacation, the vacation shall be extended one working day with pay for each day (or part thereof) in court.
- 8.7 Upon the death of an officer who is eligible for a vacation under the provisions of this section, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance earned in the vacation year prior to the officer's death, but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned but not used in the vacation year during which the officer died, up to the time of the officer's separation from the payroll.
- 8.8 Officers who are eligible for vacation under these rules and who leave employment by resignation, dismissal or retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance earned, and not granted, in the vacation year prior to such dismissal, retirement or entrance into the armed forces. In addition, payment shall be made for that portion of the vacation allowance earned but not used in the vacation year during which, such dismissal, retirement, or entrance into the armed forces occurred, up to the time of the employee's separation from the payroll.

Exhibit A
Days of Vacation Due
Years of Service Completed

Weeks actually Worked in Prior Year	1-5 Years	6-10 Years	11-20 Years	20+ Years
1	0	0	1	1
2	1	1	1	1
3	1	1	2	2
4	1	2	2	3
5	1	2	3	3
6	2	2	3	4
7	2	3	4	4
8	2	3	4	5
9	2	3	5	6
10	3	4	5	6
11	3	4	6	7
12	3	5	6	8
13	3	5	7	8
14	4	5	7	9
15	4	6	8	9
16	4	6	8	10
17	4	6	9	11
18	5	7	9	11
19	5	7	10	12
20	5	8	10	13
21	5	8	11	13
22	6	8	11	14
23	6	9	12	14
24	6	9	12	15
25	6	9	13	16
26	7	10	13	16
27	7	10	14	17
28	7	11	14	18
29	7	11	15	18
30	8	11	15	19
31	8	12	16	19
32	8	12	16	20
33	8	12	17	21
34	9	13	17	21
35	9	13	18	22
36	9	14	18	23
37	9	14	19	23
38	10	14	19	24
39	10	15	20	24
40	10	15	20	25

- 8.10 Absences on account of sickness in excess of that authorized under the rules therefor or for personal reasons not provided for under sick leave may, at the request of the officer, and the approval of the Chief, be charged to vacation leave.

ARTICLE 9 - HOLIDAYS

- 9.1 Work holidays shall be observed in accordance with the general laws of the Commonwealth of Massachusetts. The following holidays shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Christmas Day. Effective July 1, 2021 the Day after Thanksgiving will be added as a holiday.
- 9.2 Only essential work, as determined by the Chief, will be scheduled on a recognized holiday. Except for work so scheduled, all employees in continuous service will receive the holiday off, with holiday pay, provided the holiday falls on a regularly scheduled workday for the employee. A holiday falling on Sunday will be observed on the Monday next following. If a holiday falls on a scheduled day off, an employee in continuous service will be given an additional day off at the convenience of the department.
- 9.3 In order to be eligible to receive holiday pay, the employee must have been in pay status on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday, unless absent with the prior permission of his/her supervisor.

ARTICLE 10 - SHIFTS

- 10.1 Officers shall be allowed to exchange any shift with any officer with the consent of the Chief, which consent shall not be unreasonably withheld.
- 10.2 Full-time Officers will work 40 hours a week under the plan commonly known as the "4 & 2 Plan" with straight shifts.

ARTICLE 11 - EXTRA PAID DETAIL AND OVERTIME

- 11.1 The following provisions shall govern the assignment of extra paid details to police officers where the detail is to be paid for by another Town Department, by a governmental body or outside individual groups, corporations or organizations:
1. Such extra paid detail assignments shall be made by the Chief or the Chief's representative except that extra paid details are voluntary. Both private and town details will be assigned on a rotating basis according to rotated hours. The Chief shall maintain a record of all such assignments, which may be examined at any reasonable time by any member of the Union. No officer or other person shall accept any such assignment unless the same is made by the Chief or his/her representative.

2. No such assignment shall be made unless the person or organization requesting service, except as hereinafter provided, has agreed to pay the following rates effective as of July 1, 2019:
 - A. The hourly private detail rate shall be \$46.00 in FY 2019; \$53.00 in FY 2020; \$54.00 in FY 2021 and \$55.00 in FY 2022 with a minimum of four (4) hours.
 - B. Work in excess of eight (8) hours on a detail; between 11:00 pm and 7:00 am; or on a Sunday or a Holiday shall be paid time and one half the detail rate in effect per section 11.2. A.
 - C. Notwithstanding the above, it is understood and agreed that the Commonwealth of Massachusetts will determine the detail rate on all state details.
 - D. The Town will require contractors to pay 50% of anticipated detail costs in advance.
3. The foregoing minimums shall not apply to non-profit organizations, including Town Details and contractors hired by the Town, nor shall such organizations be required to pay at any rate in excess of 150% of the officer's regular hourly pay. "Town Details" shall be paid at time and one half the officer's rate. "Town Details" include all work funded by appropriations to be spent by the Town Manager or municipal spending.
4. A minimum of two (2) officers shall be assigned to a strike detail. Strike duty rate is double the normal detail rates.
5. Assignment shall be made to regular police officers or full-time officers if available.
6. There shall be one Department detail list and the eligibility list shall be as follows:
 - Sergeants
 - Patrol Officers
 - Lieutenants
 - Special Police Officers
7. Officers shall be permitted to work out-of-Town details in contiguous towns subject to the Chief's or his designee's discretion and subject to the policy of in-Town details. The exercise of this discretion shall not be subject to the grievance and arbitration provisions of the contract.

Billing for the out-of-Town details shall be the responsibility of the Town of Acton and will include the standard administrative fee.

8. The Town details shall not count against the overtime shift cap.
- 11.2 Pursuant to state law, the determination of the level of services, as well as the assignment of public safety employees are what the courts refer to as non-delegable exclusive managerial prerogatives. The Town and the Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service as well as the qualifications of persons to perform traffic direction in the Town to ensure public safety. Therefore, notwithstanding any regulation to the contrary, the Chief of Police has the discretion to require, based on public safety needs, the presence of a sworn police officer, including, but not limited to one employed on a paid detail basis, in all instances where there is a street opening or any work to be done on a public way or at a public function in Town. The parties also acknowledge that the Chief of Police has further discretion to determine the number and ranks of officers assigned in any such instance necessary to maintain public safety or other legitimate interest of the community or department.

ARTICLE 12 - HEALTH, SAFETY, UNIFORMS

- 12.1 A safety committee of three members of the Union may meet with the Chief of the department at least once every month to discuss and make recommendations for improvements of the general safety of every officer.
- 12.2 The Town shall provide efficient and safe equipment and material to protect the safety of its employees as determined by the Chief.
- 12.3 Every officer shall receive an adequate annual allowance for clothing and uniforms not to exceed \$900 per employee.
- 12.4 An officer working a detail during the summer may wear Bermuda shorts.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.1 Step 1. Grievances may be first presented by the employee and/or the union steward to the superior officer involved, and an earnest effort shall be made to adjust the grievance in an informal manner. The officer in charge may, on request, permit the employee and/or the steward to be excused for a reasonable period (as determined by the superior officer) from their regular duty without loss of pay for the purpose of a meeting to discuss the grievance. All grievances must be presented within seven (7) calendar days after the occurrence which gave rise to the grievance or the time when the employee or the Union actually had or reasonably should have had knowledge of such occurrence.
- 13.2 Step 2. If the grievance is not resolved at Step 1, the grievance shall be then reduced to writing by the employee and/or the Union and presented to the Chief of Police. The Chief shall meet with the Grievance Committee within five (5) days from the time the grievance is presented, and shall answer the grievance in writing within 72 hours after

the meeting ends.

- 13.3 Step 3. If the grievance is not resolved in Step 2, the Grievance Committee may refer the complaint to the Town Manager or his/her representative within five (5) days after the receipt of the Step 2 answer, exclusive of Saturdays, Sundays and holidays . The Manager or his/her representative shall meet with the Grievance Committee within five (5) days to discuss the grievance, and will answer the grievance in writing within five (5) days after the meeting ends.
- 13.4 Step 4. If the grievance is not resolved satisfactorily in Step 3, either party may within 25 days petition the American Arbitration Association for a hearing for final resolution. The procedure shall be carried out under the rules of the American Arbitration Association.
- 13.5 All expenses and costs surrounding the grievance and arbitration shall be shared equally between the parties.
- 13.6 All grievances beyond Step 1 shall be presented in writing through the steps of the Grievance and Arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested. A maximum of 45 days will be required to comply with the present plan unless a longer period is agreed to by all parties involved.
- 13.7 The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing. The award of the arbitration shall be final and binding upon the parties covered in this agreement.
- 13.8 Any dispute arising between an employee(s) and the employer shall not be arbitrated under this agreement if such dispute or grievance is suitable matter for submission to the Massachusetts Civil Service Commission.
- 13.9 Any of the time limits outlined in the Agreement may be changed at any time by mutual agreement of the parties.
- 13.10 Reference in the Agreement to "days" shall be to calendar days, exclusive of Saturdays, Sundays and legal holidays.

ARTICLE 14 - MANAGEMENT RIGHTS AND OTHER RIGHTS

- 14.1 Subject only to the extent that an express provision of this Agreement specifically limits the right of discretion of Management, all rights, functions, and prerogatives of the Employer formerly exercised or exercisable by the Employer remain vested exclusively in the Employer. These rights whether exercised or not include, without being limited to, all rights and powers given to the Employer by law, the right to operate, manage and control the department and its activities and to direct the work of its employees and the use of its properties, facilities and equipment; to determine the hours, schedules and assignments for work and work tasks; the right to establish, change or discontinue

duties including the right to introduce, change or discontinue methods, facilities, operations, processes, services and techniques; to determine the level or service to be provided, and the number and type of bargaining unit employees; to require reasonable standards of performance and the maintenance of discipline, order and efficiency; to determine educational and professional standards, and to direct the employees; to determine employee competency, and the assignment of work; the right to obtain from any source, and to contract and subcontract for materials, supplies and equipment; to establish or change any form of employee benefits in excess or in addition to those provided by this Agreement; the right to select, hire, suspend, evaluate, transfer, promote and demote employees consistently with this Agreement; this right to discharge or otherwise discipline employees, the right to promulgate and enforce rules relating to policies, operations, and safety measures; the right to discuss terms and conditions of employment directly with employees and to inform them directly concerning employment matters; and all other rights pertaining to the operation or management of the Town of Acton. The failure by the Employer to exercise any of its rights shall not be construed as a waiver of those rights.

- 14.2 Any past practice prior to FY 1980, which has an impact on the exercise of management judgment or the general operation or administration of the Police Department, shall be of no force and effect.

No practice of any kind (management rights) since FY 1980 forward, shall be effective unless specifically listed herein below:

1. Holidays not used, to be paid (or accumulated and taken later or paid later) in that fiscal year.
2. Vacation days used one at a time subject to the Chief's approval.
3. Ordered-in details (Halloween, July 4th) or if public safety requires.
4. Signing for shift - You own it if you can't fill it, also including details.
5. Coming in 20 minutes early each shift.
6. Effective July 1, 1999, delete the above sentence and replace with the following: "Sick time - Can't work detail shift for 24 hours but can be ordered in for same."
7. Sergeant can work Patrolman shift if no patrolman wants same or if no other sergeant is working.
8. Holidays to be taken in same fiscal year when officer wants subject to Chief's approval.
9. Paid lunch time.
10. Eat at station.

ARTICLE 15 - EDUCATIONAL INCENTIVE

15.1 Effective July 1, 1999, or in the first year in which the Town is able to certify credits for reimbursement by the state, whichever is later, Articles 15.1 through Article 15.4 shall be deleted and the Town shall pay educational incentive payments in accordance with the eligibility and amounts set forth in G.L. c. 41, section 108L, as amended, subject to the following conditions:

- a. The Town shall pay one hundred percent (100%) of the amount set forth in G.L. c. 41, section 108L, for which the officer has been certified in two equal installments in December and June of each fiscal year. These incentive payments will be included in a regularly scheduled pay disbursement.
- b. In the event the Commonwealth fails to reimburse the Town for one-half (50%) of the cost of the educational incentive in any fiscal year, the Town will be obligated only to pay one-half (50%) of the cost of the payments required by G.L. c. 41, section 108L for that fiscal year.
- c. In the case of subsection b above, the Town shall deduct from the pay of each officer receiving the educational incentive the dollar difference between the incentive amount paid to the officer and the sum of the Town's maximum fifty percent (50%) contribution plus the actual reimbursement from the State. The amount shall be deducted in equal installments from an officer's bi-weekly pay effective in the payroll period next following the date of receipt by the Town of reimbursement from the Commonwealth through the last payroll period of that fiscal year.
- d. It is agreed that individual officers as well as the Union are deemed to have authorized any salary deductions made pursuant to subsection c. above.

15.2 If the Commonwealth repeals G.L. c. 41, section 108L, the Town will continue to pay the following educational incentives as a percentage of the officer's base:

<u>*Degree</u>	<u>Incentive</u>
AA/AS Degree	5.0%
BA/BS Degree	10.0%
MA/MS/JD/LLB Degree	12.5%

- * Credits or degrees must have been earned in courses leading to a degree in law enforcement or degree program approved by the board of higher-education prior to July 1, 1976.

15.3 If for any reason the Town is obligated to pay more than one-half (50%) of the cost of the payments set forth in G.L. c. 41, section 108L in any fiscal year, the Town may reopen the collective bargaining agreement upon written notice to the Union. Within ten (10) days after such notice, the parties shall renegotiate the salary and other

economic provisions in the collective bargaining agreement to reduce to one-half (50%) the Town's cost of the payments required by G.L. c. 41, section 108L. In the event the parties are unable to reach agreement on reducing to one-half (50%) the Town's cost of G.L. c. 41, section 108L, payments in that fiscal year, the collective bargaining agreement shall be deemed to be modified by the immediate reduction in the base salary of any officer receiving educational incentive payments by the amount of the payment by the Town in excess of the Town's obligation to pay only one-half (50%) of the cost of the payment. This amount shall be deducted in equal installments from an officer's pay effective in the payroll period next following the date that the Town is obligated to pay more than one-half (50%) of the cost of the payments until the last payroll period of that fiscal year.

15.4 The lump sum payments specified in subsection 15.1 shall not be added to an officer's base salary for the purpose of computing premium pay under this agreement. It shall be included in earnings used to calculate retirement pay.

15.5 Educational Incentive Benefit and Work Experience Benefit.

1. Members of the Patrol Officers bargaining unit shall be eligible for the Educational Incentive Benefit or Work Experience Benefit but not both.

Educational Incentive Benefit:

Members shall be eligible for the Educational Incentive Benefit after completion of the academic work and receipt of a degree in the following areas of study:

- a. Business Management, Criminal Justice, Criminal Justice Administration, Criminology, Law Enforcement, Forensic Science, Sociology, Political Science, Psychology, Homeland Security and Public Administration.

The Educational Incentive benefit shall be paid based upon the degree and the benefits shall be inclusive of any payment due to an officer from the Town as a result of G. L. c. 41, section 108L (Quinn Bill). The benefit shall be paid for the degrees and at the rate set out below:

- a. Master's Degree = 20% annually of base pay
- b. Bachelor's Degree = 20% annually of base pay
- c. Associates Degree = 10% annually of base pay

The Master's Degree rate of 20% shall apply to officers hired on or after January 1, 2015. Officers hired before that date with a Master's Degree or Juris Doctorate shall receive a benefit of 25%.

Work Experience Benefit:

Members of the Patrol Officers bargaining unit who were hired before July 1, 2018 and who are not eligible for Educational Incentive Benefit shall be eligible for the Work Experience Benefit. Members who have 10+ years of experience shall receive 5% annually of base pay; 15+ plus years of experience shall receive 7% annually of base pay; 20+ years of experience shall receive 10% annually of base pay. Members who were hired on or after July 1, 2018 are not eligible for the Work Experience Benefit.

Any payments made to a Patrol Officer pursuant to the Educational Incentive Benefit or Work Experience Benefit shall not be included in the calculation of contract overtime but will be included in the calculation of retirement and overtime calculations under the Fair Labor Standards Act as required by law.

2. The Educational Incentive and Work Experience Benefit shall be paid twice a year in December and June. The effective date of this benefit is January 1, 2015. Members of the bargaining unit shall be eligible to receive one half of the Educational Incentive and Work Experience Benefit in Fiscal 2015.
3. Payments made under the Educational Incentive Benefit shall be reduced and subject to a set off if the Commonwealth of Massachusetts resumes its discontinued practice to reimburse municipalities under G. L. c. 41, section 108L. No officers as a result of the setoff shall receive less than the payment he receives under this Memorandum of Agreement.

If the Commonwealth of Massachusetts amends G. L. c. 41 section 108L, rather than just fund its share under the current law, the parties shall meet and negotiate over the impact of the amendment.

ARTICLE 16 - INSURANCE

- 16.1 For permanent full-time officers and permanent part-time officers whose regularly established work week is 20 hours or more, who are, or become, members of the indemnity plan or PPO plan, the Town will pay fifty percent (50%) of the cost of such membership and the employee the other fifty percent (50%) subject to any changes mandated by federal law. The coverage includes both individual and family basis. Effective July 1, 1999, Health Insurance premiums-for employees covered by this contract will be treated in accordance with IRS Section 125 on a pre-tax basis.
- 16.2 In accordance with Chapter 32B of the Massachusetts General Laws, as amended, the Town will offer a Health Maintenance Organization option for hospitalization and surgical coverage. The Town's share of the premium costs shall be seventy five (75)

percent and the employee twenty five (25%) percent.

- 16.3 Section 3 of Chapter 32B of the Massachusetts General Laws applies allowing a member or members of the Union to meet with any future Constituted Advisory Committee considering changes in the present Hospital and Surgical Insurance Plan.
- 16.4 In accordance with Chapter 32B of the General Laws, as amended, and the terms of the insurance contract, all permanent full-time officers and all permanent part-time officers whose regularly established work week is twenty (20) hours or more, who shall have completed six (6) months of continuous service for the Town shall be provided with group life insurance coverage not to exceed \$15,000.00 of which the Town will pay 50% of the premium and the officer the other 50%.
- 16.5 The Union will be granted all future benefits and expansions of the Hospital and Surgical Insurance and Life Insurance Plans given to other town employees, as part of the Personnel Bylaw.

Members of the bargaining unit shall be eligible for the following benefits, or a reasonably comparable plan, the cost of which is paid 100% by the employee:

AFLAC- Hospitalization, Cancer, Vision, Catastrophic and Accident Insurances

Dearborn National- Short Term Disability

Allstate- Short Term Disability and Cancer Expense Insurance

Genworth Life- Long Term Care

Great West SMART Plan- 457 Plan

Assurant-Dental

Boston Mutual-Voluntary Life Insurance

16.6 Opt Out Benefit

Employees who decline to participate in the Group Health Insurance Plans offered by the Town shall receive a health insurance opt out benefit if they meet eligibility requirements:

The employee must be an active employee and must have coverage under another plan for him/herself, spouse and dependents.

The employee shall execute on a form prescribed by the Treasurer, written notice to the Treasurer stating that he/she, his/her spouse and any dependents are otherwise insured for health and medical insurance in a plan not financed in any part by the taxpayers of the Town of Acton. The Opt Out Benefit shall be \$4000.00 for an employee opting out of family plan coverage and \$2000.00 for an employee opting out of individual plan

coverage. Such amounts will be paid on a pro- rata basis in each paycheck.

Loss of Insurance: If an employee who withdraws from group health insurance coverage offered by the Town ceases to be covered by an insurance policy not financed by the Town, the employee shall be eligible for insurance offered by the Town as provided by state or federal law.

Any benefit paid to the employee pursuant to this section shall be ratably reduced and any portion of the benefit paid which are allocable to periods of employment after such insurance coverage has been reinstated may be recovered by the Town. Such repayment may be recouped by the Town by payroll deduction in the next pay period.

ARTICLE 17 - PHYSICAL EXAMINATION

- 17.1 Upon the presentation of a statement for services rendered by a physician for performing a general physical examination upon an officer not more than once every other year, the Town will pay such officer the sum of fifty dollars (\$50.00) or the cost of such physical examination, whichever is lesser. Additionally, each officer is expected to inform the Town of any physical condition which may currently or in the future affect his ability to perform his duties as a police officer for the Town.

ARTICLE 18 - INJURY LEAVE

- 18.1 Whenever police officers are incapacitated for duty because of injuries sustained in the performance of their duty without fault of their own, or police officers assigned to special duty by their superior officers, whether or not they are paid for such special duty by the Town are so incapacitated because of injuries so sustained, 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 officers have been retired or pensioned in accordance with law or for any period after the Town physician determines that such incapacity no longer exists. The Town physician may determine that a police officer is capable of performing limited police duties on either a full time or less than full time basis (light duty).
- 18.2 These duties may be prescribed at the discretion of the Chief of Police whereupon an officer on occupational injury leave may be required to perform light duty. Before an officer is placed on light duty involuntarily by the Chief, the following procedure must be followed:
1. Where the Town's doctor and the employee's doctor disagree on the employee's ability to perform light duty, they shall agree on a third doctor within five (5) days of notice of disagreement and notify the third doctor within the same five (5) days.
 2. The third doctor shall examine the employee within five (5) days from notice of appointment and render a decision on whether the employee is able to perform light duty within five (5) days of the examination.

3. In the event that there is no third doctor within fifteen (15) days of the notice of disagreement (see #1 above), the officer must report for light duty pending a third doctor decision.
- 18.3 An officer on non-occupational leave (i.e. sick leave) may be required to perform light duty by the Chief, subject to the conditions set forth above.

ARTICLE 19 - AGENCY SERVICE FEE

19.1 Authorization of Dues Deduction:

Pursuant to the provisions of the General Laws, chapter 180, Section `17A, Union dues shall be deducted each pay period by the Town, from the salary of each employee who executes and remits to the Town a form of authorization for payroll deduction of Union dues as well as fees and/or assessments. Remittance of the aggregate amount of dues shall be made to the Union Treasurer within twenty (20) working days after the month in which it is deducted.

19.2 Withdrawing Authorization:

Such authorization for deduction of Union dues may be withdrawn by an employee by giving at least sixty (60) days' notice, in writing, to both the Town and the Union Treasurer.

Indemnification:

19.3 The Union agrees to indemnify the Town for damages or costs in complying with this Article

ARTICLE 20 - DURATION

- 20.1 This Agreement shall become effective as of July 1, 2019, unless a provision specifically provides otherwise, and shall continue in effect through June 30, 2022. Either party wishing to terminate, amend, or modify this Agreement must notify the other in writing no more than two hundred and ten (210) days prior to the expiration date of the contract, nor less than one hundred and fifty (150) days prior to the expiration date of the contract. Within five (5) working days of receipt of such notification by either party, a conference shall be held between the Union and the Town for the purpose of considering such amendments, modifications or termination.

ARTICLE 21 - VIDEO CAMERAS

- 21.1 The Town shall have the right to purchase and install in police cruisers video cameras and body worn cameras to monitor activities that Occur outside the police cruiser. Before utilization of this video equipment, the Town shall negotiate any impacts on the working conditions of police officers of this video equipment. if the Union requests impact bargaining.

ARTICLE 22- NO STRIKE

- 22.1 It is understood and agreed that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union and the employees acknowledge the employees are public employees and are prohibited by G. L. c 150E, § 9A, from engaging, participating in or condoning a strike, work stoppage, slow down, or withholding of services in the form of a sickout or otherwise.

The Union and the members of the bargaining unit agree they will not authorize, instigate, aid, condone or engage in any strike, work stoppage or other action, at any time, including, upon termination of this Agreement, that which will interrupt or interfere with the operation of the Town.

The Employer may impose disciplinary action, including discharge, upon any and all of the employees involved in a violation of this Article.

ARTICLE 23 - DRUG AND ALCOHOL POLICY

- 23.1 To ensure a safe, healthful and productive environment and to protect the general public and comply with the Federal Drug Free Workplace Act, the Town of Acton adopts this policy. 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 that program are prepared to assist employees and will not provide confidential treatment/ medical information to the Town.

23.2 PROHIBITED CONDUCT.

The following conduct by members of the bargaining unit is prohibited:

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 in 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 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 the undercover operation shall be lowered.

4. Use, possession, manufacture, distribution, dispensation or sale of illegally used drugs or controlled substances while off duty.
5. Refusing consent to testing or refusing to submit 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 statute.

23.3 TESTING

The Chief 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 the Town's prohibitions concerning the use of alcohol or controlled substances.

Reasonable suspicion of Drug and/or Alcohol use will be based on specific objective fact(s) and inferences drawn from the 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:

Specific observations concerning the appearance, behavior, speech or body odors of the employee;

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;

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 and or alcohol abuse;

Arrest, indictment or conviction for drug related offenses;

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

The Chief 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.

23.4 REFUSAL TO SUBMIT TO A TEST.

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

- Fails to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement to submit to a breath test;

- 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 test;

- 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

- Fails to follow the instructions of the collector/tester or complete the documents necessary to complete the test.

23.5 CONFIRMATORY TESTS.

Controlled Substance Tests.

Controlled substance testing shall be limited to those drugs made illegal by G. L. c. 94C and will determine the presence of these five drugs or classes of drugs or their metabolites: marijuana 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 split 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 tests (initial and confirmatory tests) shall be paid by the Town. Any return-to-duty tests shall be paid for by the Town.

23.6 VIOLATIONS OF POLICY

An employee who refuses to submit to test, tests positive for a controlled substance which is confirmed or has a breath test authorized under this policy and has an alcohol concentration of 0.02 or greater, which is confirmed, has violated this policy and shall be subject to the following discipline:

For a first offense the employee will be relieved from duty and be required to see a Substance Abuse Professional (SAP) and shall comply with all recommendations and complete all programs (inpatient, outpatient, counseling). The employee must provide documentation of satisfactory completion of the program to the Town.

During any rehabilitation the employee will be on unpaid leave except that he or she may elect to take any sick leave or accrued vacation that the employee is entitled to.

Before an employee may return to duty, the employee must undergo a return-to-duty test as referenced above.

An employee with a first offense violation shall receive a three-day suspension and shall be subject to unannounced follow up testing for three (3) years.

In the event of any subsequent violation of this policy, the employee shall be terminated.

In all cases, the just cause provisions of the collective bargaining agreement shall apply.

ARTICLE 24- SEPARABILITY AND SAVINGS

- 24.1 If any article, section, or paragraph or parts of this Agreement, or any rider thereto should be held invalid by operation of law or by any agency or tribunal of competent jurisdiction or, if the compliance with or enforcement of any article, section or paragraph should be restrained by such agency or tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of any such article, section or paragraph to persons or circumstances other than those which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 25- SCOPE OF AGREEMENT

- 25.1 The Union acknowledges that during the negotiations which resulted in this Agreement,

it had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union for the life of this Agreement voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter than may have been the subject of negotiations.

ARTICLE 26- MISCELLANEOUS

- 26.1 The Town of Acton and the Acton Police Patrol Officers Association acting through their respective authorized representatives, agree to supplement the collective bargaining agreement between the Town and APPOA with the following understanding regarding the use of a police cruiser by the Acton Police Department canine officer.

The canine officer shall be issued a police vehicle that will be modified to accommodate the needs of the canine officer duties. This vehicle shall be used for the officer's duties and the canine officer shall be entitled to all rights and benefits of MGL. C41 sections 100 and 100H and 111F and MGL. C. 258 while on duty and performing authorized business. Authorized business is business in which the canine officer is assigned or dispatched to a call within or outside of the Town of Acton. Authorized business or duty shall not include the usual and customary commute to or from the Acton Public Safety Facility to start or end a shift unless the canine officer has been dispatched.

- 26.2 Defibrillators will be placed in the cruisers and officer will use the defibrillators. Officers will be trained in the model used by the Town.
- 26.3 The Town will adjust the bi-weekly payroll cycle so the paycheck of the employees are calculated on two (2) complete workweeks. The Town will provide the Union and employees with sixty (60) day notice of the change.
- 26.4 All members of the bargaining unit shall enroll in direct deposit in accordance with the procedures outlined by the Human Resources Department. When the Town implements electronic pay stubs, all members of the bargaining unit shall enroll in the electronic pay stub program with ninety (90) days of notice in accordance with procedures outlined by the Human Resources Department.

ARTICLE 27 - JOB SECURITY/ APPOINTMENT

- 27.1 An initial appointment of regular full time police officers will be for a period of one year during which the employee shall actually perform the duties of such position on a full time basis. The initial appointment shall be a probationary period during which police officers shall be deemed employees at will whose removal or dismissal shall be without recourse at any time during such initial appointment
- 27.2 A newly hired employee shall be considered a probationary employee for a one-year period, commencing upon the successful completion of his/her

Massachusetts Criminal Justice Training Committee full time municipal police academy.

- 27.3 A newly hired employee, who has previously attended and completed a Massachusetts Criminal Justice Training Committee full-time municipal police academy, or has attended an out of state academy and been certified by the Massachusetts Criminal Justice Training Committee shall be considered a probationary employee until he/she successfully completes one year of employment from the date of appointment. The Chief of Police shall give written notice to both the officer and Union upon each officer's successful completion of the Field Training Process.
- 27.4 All subsequent appointments of full time regular police officers, who are not tenured employees under G. L. c. 31, will be for a period of three years, running from July 1 following expiration of the prior appointment through June 30 of the third year thereafter.
- 27.5 During the period of any reappointment, an officer cannot be terminated without notice, hearing and just cause, consistent with this Article. The non-reappointment of a police officer serving under an appointment subsequent to an initial appointment shall be considered to be a discharge, termination or removal and subject to standards of notice, hearing and just cause.
- 27.6 Officers shall be entitled to thirty calendar days advance notice of the Town's intention not to reappoint them or lay them off.

ARTICLE 28- DISCIPLINE

- 28.1 Patrol Officers who are tenured employees under G. L. c. 31 and non-tenured patrol officers who have completed their initial appointment and probationary period shall not be discharged, removed or suspended for a period of more than five (5) days except for just cause.
- 28.2 Before such action is taken the patrol officer shall be given a written notice by the Town Manager which shall include all the factual basis for the action contemplated and the specific reason or reasons for the proposed discipline. The patrol officer shall be given a hearing before Town Manager or designated hearing officer concerning the reason or reasons proposed for the discipline. Unless otherwise mutually agreed the hearing shall take place within seven (7) calendar days
- 28.3 A patrol officer who is tenured under G. L.c. 31 and non-tenured patrol officers who have completed their initial appointment and probationary period may be suspended for just cause for a period of five (5) days or less without a hearing prior to such suspension. Such suspension may be imposed only by the Chief of Police or by a subordinate to whom the

appointing authority has delegated the authority to impose such suspensions.

The Chief of Police or person authorized to impose the suspension shall provide a written notice which shall include all the factual basis for the action contemplated and stating the specific reason or reasons for the suspension and advising the patrol officer that he/she may request a hearing before the Town Manager within forty-eight(48) hours.

- 28.4 A patrol officer tenured under G. L. c. 31 and disciplined under the above sections shall be given a copy of sections 41 through 45 of G. L. c. 31.
- 28.5 An employee shall not be suspended or discharged except for just cause. Any dispute relative to suspension, termination or discharge may be a subject of arbitration as provided herein or such may be processed in accordance with law before the Civil Service Commission under M.G.L. c. 31, provided however, that the Employee and/or Association may not pursue both the statutory remedies and grievance and arbitration remedies with respect to the same dispute. Only those officers hired under Chapter 31 of the General Laws of the Commonwealth of Massachusetts may proceed with a grievance or arbitration before the Civil Service Commission.

ARTICLE 29- PROMOTIONS

- 29.1 Promotions are based upon the merits of the candidates and their professional performance in the promotion process, and never on favoritism nor on seniority alone. A promotion is an investment in the future not only for the department, but also for the employees who will be supervised and guided by the promoted candidate.
- 29.2 The Town Manager is the appointing authority.
- 29.3 No candidate will be denied promotion based upon race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability.
- 29.4 Promotions are processed under the direction of the Chief of Police or his/her designee. The process shall include:
- a. Posting written announcements of any scheduled promotional opportunities;
 - b. Coordinating with any vendors contracted to participate in the promotion process;
 - c. Protect the integrity of the promotional process by insuring that all promotional materials, documents, scores and completed evaluations remain confidential and kept in a secure location.

Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area in the Human Resources Department;

d. Human Resources will maintain copies of active promotion lists;

29.5 Promotional materials shall be retained in accordance with applicable laws.

29.6 Notice of promotional exam: the Chief or his/her designee shall advise all eligible personnel of an upcoming promotional exam no less than 180 days in advance of the test by:

a. Immediately posting the notice in a prominent place;

b. Forwarding the notice to supervisors to be read at roll calls;

c. Emailing all personnel of the upcoming exam;

d. Officers out sick or injured, or on administrative or other leave, or on active military duty, or otherwise not likely to receive notice shall be sent a copy of the exam notice by US mail;

e. Officers taking the exam who are scheduled to work the day shift of the exam or the 11-7 shift before will be allowed the time off;

29.7 Reading List: A reading list of the text books and other materials will be maintained and available to all personnel. The reading list will not be changed less than 180 days prior to an exam. Questions on case law and statute law will not take into account law changes occurring fewer than 90 days prior to the exam. The material to be tested on will be defined as clearly as possible in the posting and shall be as relevant as possible to the position to be filled. The material may include but not be limited to items such as Massachusetts criminal law and procedure, text books, various union contracts, town and department policies and procedures and rules and regulations, and Town of Acton General By-Laws. The quantity of material will be comparable to the quantity of material required by Civil Service for testing of a similar position.

29.8 Eligibility: to be eligible for promotion to the rank of Sergeant, the candidate must be a permanent member of the department with minimum of (3) years of completed service with the Acton Police Department as of the date of the exam. Promotion to Lieutenant will require (3) years of completed service at the rank of Sergeant within the Acton Police Department as of the date of the exam, and promotion to Captain will

require (1) year of completed service at the rank of Lieutenant within the Acton Police Department as of the date of the exam.

- 29.9 Examination costs: The Town will be responsible for all costs of administering the examination; Candidates taking the exam are responsible for the cost of obtaining study materials.
- 29.10 Education: for promotions taking place after 01/01/2019 a bachelor's degree in a discipline for which the member has been compensated pursuant to the educational incentive program will be required.
- 29.11 Promotional Exams will be given every two years from the certification date of the prior exam. In the event the Promotional list becomes exhausted the Chief may call for an exam before the expiration of the two (2) years in order to maintain the efficient operation of the department.
- a. The exam will be considered valid for any candidate that achieves a passing score of (70) or higher. In the event that the written exam is intended to consist of questions other than multiple choices the Chief will meet with the Union Representatives to discuss the makeup of the test prior to the posting of the study materials. If an agreement cannot be reached on the makeup of the exam, multiple choices will be the standard.
 - b. Passing the exam with a passing score of (70) or higher will admit the candidates to the next phase of the promotion process and their scores may be considered as one of the factors in promotion.
 - c. If there are less than (2) candidates willing to take the exam, the 3 year requirement will be lowered to 1 year before allowing the next lower rank to participate.
 - d. Exam Grades are valid maximum of (2) years from the certification date.
 - e. The candidates' test scores will not be published publicly and will not be shared with third parties. The Chief will notify the candidates of their scores within (14) business days of the grades being certified.
 - f. Patrol officers will receive the following experience points for service in the Acton Police Department: 1pt-5+yrs, 2pt-10+yrs, 3pt-15+yrs, 4pt-20+yrs, 5pt-25+yrs, 6pt-30+yrs. Ranking officers experience points: 1pt-3+yrs, 2pt- 6+yrs, 3pt-9+yrs, 4pt-12+yrs, 5pt-15+yrs, 6pt-18+yrs.

g. The parties agree that during the transition period the parties shall use the existing Human Resources Division (HRD) promotion list for the rank of Sergeant to make promotions until the list expires under the HRD rules.

In order to give just consideration to the officers who have previously obtained a passing grade and are currently on an active civil service promotional list, the inaugural Acton police promotional written exam shall be graded as a pass or fail. All promotional candidates who pass the first installment of the Acton police written exam or are already on an active civil service promotional list will then advance to the next stage of the interview process. After the first promotional exam has been administered and the Department has exhausted its purpose, the parties agree that a numerical passing score will replace the pass/fail method. Additionally, no further consideration will be requested for the remaining pass/fail civil service test scores.

- 29.12 Appeal Process: A candidate may appeal an exam question in writing to the Chief of Police within (5) business days of the exam. The appeal should clearly outline the reason for the appeal. The employee shall be advised of the results of the appeal in writing within (10) business days of the receipt of the appeal. An appeal of an exam question shall be processed as occurs in exams for promotions within the Acton Fire Department.
- 29.13 Assessment Centers may be used as part of the promotional process to rank of each candidate. Unions will provide input regarding vendor choice.
- 29.14 Candidate Interviews: Oral board(s) approved by the Chief of Police will conduct candidate interviews. Interviews shall be conducted from a prepared list of questions and the board(s) will rate responses. In addition to an oral board(s), nothing shall prevent the Appointing Authority from conducting an interview of the candidates.
- 29.15 Candidate Assessment: Candidates total points shall be accumulated as follows: written exam seventy (70%) percent, oral board thirty (30%) percent and experience points under section 11(f).
- 29.16 Candidate Selection: The Chief of Police shall make a recommendation to the Appointing Authority for promotion from the list of eligible candidates based on the following criteria:
- a. Job related performance;
 - b. Performance Evaluation in present position (including contributions to the department);


- c. Score on promotional exam;
- d. Sick leave record;
- e. Formal education;
- f. Training and education through career development;
- g. Disciplinary record;
- h. Philosophical agreement with Town and department vision and goals and police work;
- i. Work ethic and initiative;
- j. Recommendation of the oral board;
- k. Assessment center score;

29.17 Final Selection: The Appointing Authority shall determine the final selection of a candidate for promotion. There will be a probationary period of six (6) months for all new promotional appointments. Candidates removed during their probationary period will be returned to their former position. Candidates may be removed during their probationary period for any reason provided it is not a reason prohibited by law.

After an appointment is made the information used to assess the candidates, with the exception of Exam Grades, will be discarded. Subsequent appointments shall be made based upon a new assessment using the process set out in this Memorandum.


WITNESS OUR HANDS AND SEAL THIS 15th day of October 2019/2021

TOWN OF ACTON



John S. Mangiaratti
Town Manager
Town of Acton

**ACTON POLICE PATROL OFFICERS
ASSOCIATION**



Michael Eracleo, President
APPOA

April 3, 1995

Sgt. Bruce Nadeau
President, Local 334
International Brotherhood of Police Officers
Acton, MA 01720

Dear Sgt. Nadeau:

This letter supplements the collective bargaining agreement entered into by the Town of Acton and Local 334, International Brotherhood of Police Officers, as of July 1, 1994.

It is agreed that the Town may order a drug test pursuant to the authority of Section F28 of the Rules and Regulations of the Acton Police Department under a reasonable cause standard.

Yours sincerely,

SIGNATURE ON FILE

Don P. Johnson,
Town Manager

The foregoing understanding is
Hereby agreed to:

SIGNATURE ON FILE

President, Local 334, International
Brotherhood of Police Officers

APPENDIX A WAGE SCHEDULES

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF ACTON
AND THE
ACTON POLICE PATROL OFFICERS ASSOCIATION**

NOW COME, the Town of Acton (hereinafter "Town") and the Acton Police Patrol Officers Association (hereinafter "Union") who enter into the following Agreement.

WHEREAS, the parties seek to maintain an harmonious relationship between the parties;

WHEREAS, the parties seek to enter into a successor collective bargaining agreement to cover the period July 1, 2022 through June 30, 2025;

NOW THEREFORE, for good and valuable consideration the parties agree as follows:

The provisions of the 2019-2022 collective bargaining agreement shall remain as is unless modified as set out below.

1. Agreement

Amend the paragraph to reflect the date when the agreement was reached in these negotiations.

2. Article 5 Compensation

Amend section 5.1 and the Wage Schedule to reflect the following cost of living adjustments each year:

July 1, 2022 2%

January 1, 2023 1%

July 1, 2023 2.5%

July 1, 2024 2.5%

Effective the second year of the agreement Step 1 of the current salary schedule will be dropped and an equal Step will be added to the top of the salary schedule.

Amend 5.2

The Town will agree to the increase in the shift differential by twenty-five (\$.25) on July 1, 2023 provided the Association agrees to eliminate the current interpretation of the shift differential rate on June 30, 2023. Effective July 1, 2023 officers would be paid shift

The Town and the Union will discuss how the observance of Juneteenth in FY 2022 will be granted.

5. Article 11 Extra Paid Detail and Overtime

Amend 11.1.2A

The hourly paid detail rate shall be \$58.00 in FY 2023 with a minimum of four (4) hours.

Article 11 section 1, (7) shall be amended to read as follows:

Officers shall be permitted to work out-of-Town details ~~in contiguous towns~~ subject to the Chief's or his designee's discretion and subject to the policy of in-Town details. The exercise of this discretion shall not be subject to the grievance and arbitration provisions of the contract

6. ARTICLE 19 Agency Service Fee

Change title of the Article to: Dues Deduction.

7. ARTICLE 29 Promotions

Section 11 (g) which reads as follows shall be deleted from the agreement.

- g. The parties agree that during the transition period the parties shall use the existing Human Resources Division (HRD) promotion list for the rank of Sergeant to make promotions until the list expires under the HRD rules.

In order to give just consideration to the officers who have previously obtained a passing grade and are currently on an active civil service promotional list, the inaugural Acton police promotional written exam shall be graded as a pass or fail. All promotional candidates who pass the first installment of the Acton police written exam or are already on an active civil service promotional list will then advance to the next stage of the interview process. After the first promotional exam has been administered and the Department has exhausted its purpose, the parties agree that a numerical passing score will replace the pass/fail method. Additionally, no further consideration will be requested for the remaining pass/fail civil service test scores.

- 8. The DTS system/ Overtime--- Overtime using the DTS system on a rotating basis shall be implemented effective July 1, 2022.

9. Residency

The parties agree to submit and support a warrant Article for the 2022 Annual Town Meeting seeking a home rule petition to allow the Town of Acton and public safety

differential for actual hours worked or scheduled to work between 3:00 pm and 11:00pm and 11:00 pm and 7:00am.

Amend 5.3

Effective July 1, 2022 the Firearms Use of Force Instructor stipend shall be increased to one- hundred (\$100) dollars per month. The officers assigned to and performing the duties of Detective, Youth Officer/Detective and Prosecuting Officer for the Department shall be paid an additional sum of two hundred and (\$200) dollars per month in excess of base salary...

Effective July 1, 2022 amend section 5.5 to read as the follows:

Officers may choose to be awarded compensatory time off equal to overtime pay in lieu of overtime payment under the following conditions:

- Officers cannot accrue more than 48 hours;
- Officers must choose overtime pay or compensatory time for the entire assignment or shift;
- An officer using compensatory time shall not cause an overtime shift;
- The canine officer will be subject to the 48 hour restriction.

The canine officer will be granted four (4) hours of compensatory time each week for the care of the dog.

Amend 5.9

Effective July 1, 2022 the Town shall adopt a work period of fourteen (14) consecutive days to determine overtime pay as required by the Fair Labor Standards Act (FLSA). A police officer shall be paid time and one-half his/her regular rate for all hours worked in excess of 86 hours in a work period of fourteen (14) days.

Effective July 1, 2022 Bereavement leave shall be counted as hours worked for the calculation of overtime pay under the Fair Labor Standards Act.

3. Article 8 Vacation

Effective July 1, 2022 vacation accrual shall occur on a bi-weekly basis with the first year as a transitional year. There is no maximum amount of hours to be carried over by the member during the transitional year but each member is limited as of July 1, 2023.

4. Article 9 Holidays

Add: Juneteenth to the holiday schedule effective July 1, 2022

unions representing employees in the Town to negotiate pursuant to c. 150E a radius in excess of fifteen miles that is currently allowed under c. 41 section 99A. The residency radius shall be thirty (30) miles if and when the legislation becomes effective.

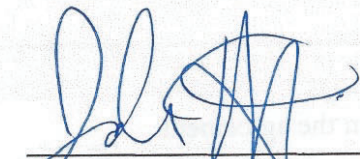
10. **Body Camera language** — incorporate language into Article 5.8/ 21.1 to implement body cameras. Management and Union will work together to create policies and procedures associated with the use of body cameras, with no additional compensation.

11. The parties withdraw all other proposals.

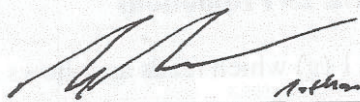
12. The Memorandum of Agreement is subject to ratification by the membership of the Union.

13. The cost items contained in the Memorandum are subject to an appropriation by Town Meeting. The Town of Acton shall place a request for appropriation before the annual Town Meeting.

TOWN OF ACTON


John S. Mangiaratti
Town Manager
Town of Acton
5/14/22

ACTON POLICE PATROL OFFICERS ASSOCIATION


Leo Gower, President
APPOA
Arthur Akse
vice