

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE TOWN OF SHERBORN
AND
THE SHERBORN POLICE ASSOCIATION,
MASS. COALITION OF POLICE
LOCAL158

JULY 1, 2013 TO JUNE 30, 2016

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This Agreement is made between the TOWN OF SHERBORN (hereinafter called the "Town"), acting through its' Board of Selectmen, and the SHERBORN POLICE ASSOCIATION, LOCAL 158, of the MASSACHUSETIS COALITION OF POLICE, AFL-CIO, (hereinafter called the "Union"). "Employees," as used in the Agreement, refer to all persons covered by this Agreement according to ARTICLE 1, Recognition and Bargaining Unit.

ARTICLE I

RECOGNITION AND BARGAINING UNIT

The TOWN recognizes the UNION as the exclusive representative for all full time and regular part time Police Officers, Sergeants, Corporals, and Special Police Officers of the TOWN OF SHERBORN excluding the Chief of Police, the Police Lieutenant (although only sworn members of the department are eligible for appointment to the position of Lieutenant) and all other employees. Examples of those individuals excluded from this AGREEMENT are seasonal employees working at Farm Pond Reservation and intermittent Special Police Officers. For purpose of this Agreement, a regular part time employee shall be defined as one who works an average of at least twenty {20} hours per week and such an employee will be entitled to full benefits.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1. In recognition of the fact that the General Laws of the Commonwealth of Massachusetts vest responsibilities in the Town and the Chief of Police for the efficient and economic operation of the Town's Police Department, the Town and its agents, including the Chief of Police, shall except as specifically and directly modified by the express language in a specific provision of this Agreement, retain all rights and powers that they have, or may hereafter be granted by law, in managing the Town's Police Department and directing its working force and may exercise the same at their discretion. Said rights and powers include, but are in no way to construed as limited to:

- a. The establishment of rules and regulations;
- b. The right to hire, fire, suspend or, in any other manner, discipline an officer for just cause;
- c. The right to determine the extent to which work will be performed by an officer;
- d. To classify, promote, demote, transfer or lay off an officer;
- e. To determine the hours for the number of officers required at any location;
- f. To determine the qualifications and competence of an officer;
- g. To evaluate the performance of an officer;
- h. To assign additional, lesser or different work or responsibility to an officer;
- i. To set standards and requirements applicable to, and to make determinations as to the number of, steps and eligibility for any step and/or wage increases for officers;

- j. To make any pay deductions because of absence of or failure to perform work by any officer;
- k. To introduce new programs and procedures.

The above stated rights and powers are solely and exclusively the prerogative of the Town and its agents, including the Chief of Police, subject only to such limitations as are expressly provided for in this Agreement.

ARTICLE 3

APPOINTMENT PROCEDURES

SECTION 1. Each employee covered by this Agreement shall serve a twelve (12) month probationary term which shall commence on the employee's first day of regularly scheduled employment. Moreover, any Special Police Officer who is appointed a Patrolman shall serve an additional twelve (12) months probationary term which shall commence on his/her appointment as a regular Patrolman. During such probationary terms, the employee may be subject to discipline or discharge at the discretion of the Chief of Police and/or the Board of Selectmen and their determinations shall not be reviewable under the grievance and arbitration provisions of this Agreement.

SECTION 2. Officers who have completed the applicable probationary term and who have been reappointed to an additional term of employment shall be so notified by the Town and shall serve thereafter from year to year subject only to discipline and/or discharge for just cause; said just cause to be reviewable pursuant to the grievance and arbitration provision of this Agreement.

SECTION 3. The Chief of Police shall notify all members covered by this Agreement of any promotional opportunity or vacancy sufficiently in advance of the selection process to allow interested officers to make application.

ARTICLE 4

SENIORITY

Seniority is defined as the length of an employee's continuous full-time service with the Town's Police Department following appointment, including appointment as a full-time Special Police Officer or equivalent position. Seniority shall not be broken by, and shall continue to accrue during, any leave period specified in ARTICLE 12 of this Agreement and if so agreed upon by the Chief of Police by any period of temporary layoff or leave of absence. If any employee voluntarily resigns or is discharged for just cause, he or she shall lose all seniority time theretofore accrued.

ARTICLE 5

COMPENSATION AND SCHEDULING

SECTION 1. Employees shall be scheduled to work regular tours of duty and each tour of duty shall have a regular starting and quitting time. All work schedules shall be posted on Department bulletin boards at all times and copies shall be given to each member of the Department.

SECTION 2. **Except as provided herein**, the workday shall be eight (8) consecutive hours and full-time members of the Department shall work a 4 & 2 work schedule wherein they shall work four (4) consecutive eight (8) hour work days followed by two (2) consecutive days off. Pursuant to 29 USC 207(k), the Town has declared and the employees hereby acknowledge and accept the adoption of a twenty-eight (28) day work period for purposes of the Fair Labor Standards Act (FLSA).

A. The so-called "Pitman" schedule, whereby employees work a 2-week cycle where each employee works 2 consecutive shifts, followed by 2 days off duty, works 3 consecutive shifts, followed by 2 days off duty, works 2 consecutive shifts, followed by 3 days off duty shall continue on an experimental basis for the duration of this Agreement, that being until June 30, 2016.

1. Under the Pitman schedule, sick leave and vacation leave balances will be converted by taking the number of hours accrued for each employee and dividing them by twelve (12) hours to ascertain the number of sick and vacation days available for each employee. Sick and vacation leave accruals under the Pitman schedule shall be based on an eight (8) hour workday.
2. Pursuant to ARTICLE 12 § 5, each employee shall continue to receive three (3) personal days. For so long as the Pitman schedule remains in effect, these personal days shall be of twelve (12) hours in length.

SECTION 3. The parties agree that shift assignments shall be made by the Chief of Police. However, shift assignment changes shall be made no more than once each twenty-eight (28) days and then only after seven (7) days' notice to the employee(s) so affected except in the case of emergency.

SECTION 4. Overtime wages shall be paid at one and one-half (1) times regular wages. Overtime service or assigned, authorized or approved services outside or out of a member's regularly scheduled work week or hours of duty, excluding swap time but including service on a member's scheduled day off or during his vacation and including court time, shall be determined overtime services and paid for as such.

SECTION 5. The Town shall have the ability to implement a bi-weekly payroll and direct deposit.

SECTION 6. The scheduled work shifts or tours of duty of individual employees or groups of employees shall not be changed or altered for the purpose of avoiding the payment of overtime wages provided by this Article.

SECTION 7. Employees may accept compensatory time off in lieu of compensation for overtime service but shall not be required to do so. An employee who elects to take compensatory time off shall be allowed one and one half (1 1/2) minutes of compensatory time off for every minute of overtime service. For employees not assigned to the Pitman schedule, compensation for a full eight (8) hour shift of overtime service may be taken in one of two ways, at the discretion of the employee, as follows: (a) pay for twelve (12) hours at the regular hourly rate of pay; or, (b) pay for four (4) hours at the regular hourly rate of pay plus eight (8) hours of compensatory time off.

Compensation for overtime service of less than an eight (8) hour shift may not be split between pay and compensatory time off.

It is agreed that an employee may not accumulate more than 240 hours of compensatory time at any point in time. Compensatory time off shall be scheduled with the approval of the Chief of Police.

Employees assigned to the Pitman schedule shall receive overtime compensation for a full twelve hour shift of overtime service as follows: (a) pay for eighteen (18) hours at the regular hourly rate of pay or (b) pay for six (6) hours at the regular hourly rate of pay plus twelve (12) hours of compensatory time off.

SECTION 8. Any employee who is called back to duty after having completed a tour of duty of not less than eight (8) hours shall be compensated for a minimum of four (4) hours for each such callback at his overtime rate. Said call back to include court appearances made in the employee's official capacity as a Town of Sherborn Police Officer, as directed by the Chief of Police or his designee.

SECTION 9. Educational Incentive Pay. In the event that General Laws, Chapter 41, Section 108L is underfunded, or amended by the Commonwealth of Massachusetts or its acceptance rescinded by the Town, members of the bargaining unit who were employed by the Sherborn Police Department on March 1, 2010 shall continue to receive the education incentive pay and percentages they were receiving prior to July 1, 2009 as well as the education incentive pay and percentages they may be entitled to receive after July 1, 2009 in accordance with Chapter 41, Section 108L had Chapter 41, Section 108L not been underfunded, or amended, and the Town shall pay the entire amount thereof. It is the intent of this Section to guarantee to said employees one hundred percent (100%) payment of the education incentive pay benefits notwithstanding any subsequent appropriation or legislation that might affect Chapter 41, Section 108L or the Town's reimbursement by the Commonwealth. Such education incentive pay benefits shall be no less than ten percent (10%) for a qualifying Associate's degree in law enforcement or sixty (60) points earned towards a qualified Baccalaureate degree in law enforcement, twenty percent (20%) for a qualified Baccalaureate degree in law enforcement, and twenty-five percent (25%) for a qualified Master's degree in law enforcement or for a qualified degree in law. Said benefits shall be paid to all officers who qualify pursuant to G.L. c. 41 § 108L and any other such officers who have degrees which are approved by the Chief of Police.

If for any reason the Commonwealth of Massachusetts no longer qualifies degrees under §108L, the parties will develop their own procedures for doing so in a manner that replicates to the extent possible the same standards used by the Commonwealth for qualifying degrees as of October 1, 2009.

In the event that G.L. c. 41, § 108L is repealed and for officers who do not qualify for § 108L, the Town will make the following base salary increases, paid in the same manner as § 108L payments, with said degrees subject to the approval of the Chief of Police:

Bachelor's Degree	\$10,000
Master's or Law Degree	\$15,000

A Bachelor's Degree in a course of study approved by the Chief of Police, and from an accredited institution approved by the Chief of Police shall be a condition of employment for new employees. Employees hired prior to September 9, 2009 will be exempt from the requirement to obtain a Bachelor's degree.

Educational incentive payments shall be paid as part of the Town's regular payroll and shall be included in and considered base salary, except said payments shall not be used to calculate overtime or holiday pay. It is the parties' intent to include education incentive as regular compensation pursuant to G.L. c. 32, to the fullest extent permitted by law.

This Section shall be applicable to patrol officers from other municipalities who commence employment as Police Officers in the Town provided that any such officers were eligible for educational incentives under § 108L as of October 1, 2009.

In the event that the Commonwealth expands the § 108L program by increasing levels of base pay or changing qualifying degrees, whereby the Town would incur costs beyond those incurred under the § 108L program as originally accepted, or if G.L. c. 41 § 108L is repealed, or found by a court of competent jurisdiction to be unenforceable, then this contract shall immediately be re-opened for negotiations, at either party's request.

SECTION 10. Any employee returning from sick time will not be permitted to work an additional shift within the first twenty-four (24) hours after returning and an employee returning from a sick leave of five (5) consecutive days or more will not be permitted to work an additional shift within the first forty-eight (48) hours after returning from said sick leave.

SECTION 11. In addition to other compensation to which an officer is entitled under this Agreement, each officer who completes thirty-two (32) hours of specialized training/community service between July 1 and June 30 of each year shall receive a stipend for that year of two and three tenths percent (2.3%) of his/her annual base pay. Any hours of specialized training/community service performed by an officer pursuant to this Article must receive prior approval from the Chief of Police. Such approval shall not be unreasonably denied. Any officer entitled to this stipend shall receive payment of the stipend in one lump sum, to be paid in the month of June at the end of the contract year in which service was completed. Funds for this stipend shall be paid solely from the Community Policing grant, or equivalent. The Chief or his/her designee shall make necessary efforts to ensure grant funding.

ARTICLE 6

HOLIDAY PAY

SECTION 1. For the purpose of this Agreement the following days shall be considered holidays:

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

SECTION 2. Full-time employees shall receive eight (8) hours of compensation at the employee's straight time hourly rate for holidays, whether the employee works said holidays or not.

SECTION 3. The work schedule shall take precedence over the observance of a holiday by an employee.

SECTION 4. All holiday pay compensation earned (as opposed to regular compensation and overtime compensation) shall be paid twice a year on the last paydays of June and November.

ARTICLE 7

PRIVATE DETAILS

Police details shall be all services rendered to private parties or to the Town for Chapter 90 projects and for school-related functions, when so requested, but not to include regularly scheduled tours of duty or work shifts, overtime or court time. Such details shall first be distributed among the full-time members of the Sherborn Police Department on a fair and equitable rotation basis and posted as details become available on forms accepted to the Union and the Town. These forms shall set forth the employee's name, details worked, name of person or company served, number of hours worked and compensation received. Such rotation list shall include non-members of the Union who are employed by Town as Police Officers.

Except for strike details and details where alcoholic beverages are served, the hourly rates for details shall be-- for Town details one and one-half (1 1/2) times the hourly rate for the highest pay step for each rank; and for private details one and one-half (1 1/2) times the Sergeants hourly rate of pay plus two dollars (\$2.00) per hour.

The hourly rates for strike details and details where alcoholic beverages are served shall be the rates listed above plus two dollars (\$2.00) per hour.

An officer shall receive a minimum of four (4) hours at the applicable rate for any detail worked and, except for details for the Town of Sherborn, paid details shall be in four (4) hour blocks.

ARTICLE 8

SHIFT DIFFERENTIAL

The differential for the 4:00p.m. to midnight shift shall be ten dollars (\$10.00), and for the midnight to 8:00a.m. shifts, the rate shall be twelve dollars (\$12.00).

Shift differential pay shall be paid twice a year on the last paydays of June and November.

OFFICER IN CHARGE: When a shift is not manned by a Sergeant, the Chief shall designate a Patrolman as Officer in Charge for the shift. Effective July 1, 2009, the patrolman so designated shall receive a stipend of ten dollars (\$10.00) for that shift. That ten dollars (\$10.00) shall be in addition to any shift differential to which he/she is entitled for that shift.

ARTICLE 9

LONGEVITY

An employee who has completed the following complete years of continuous service as a full-time employee as of July 1, and who has attained a rating of "Satisfactory" or better in his/her last performance review shall be paid the following longevity amounts on the last payday of November:

<u>Years of Service</u>	
Five (5) Years	\$ 700.00
Ten (10) Years	\$ 800.00
Fifteen (15) Years	\$ 900.00
Twenty (20) Years	\$ 1,000.00
Twenty-five (25) years	\$ 1,300.00

ARTICLE 10

FIRST RESPONDER

Employees required to complete the First Responder Course shall attend such course during a regularly scheduled work shift or on off-duty hours at the pay rate of time and one-half. Any employee's shift may be adjusted for the purpose of his/her attending any such required First Responder Course.

ARTICLE 11

SHIFT COVERAGE

Except for vacation absences, sick leave of three (3) consecutive workdays or more, training leave, injured on duty leave, military leave and administrative days of day shift road officers and/or the prosecutor, all shift coverage assignments, full or partial, shall first be offered to

permanent members of the Department covered by this Agreement. The Chief of Police may, at his discretion, determine that a shift coverage assignment shall be offered only to employees who have completed Academy training, even though this requires offering the assignment outside the regular overtime rotation.

Refusal or other failure of bargaining unit members to accept such shift coverage shall be authorization for the Town to offer such work assignments to qualified Special Police Officers.

ARTICLE 12

LEAVE POLICIES

SECTION 1. The following annual vacations shall be granted with pay to each employee who completes the following period of full-time continuous employment with the Town's Police Department as of July 1 of each year. Employees shall be entitled to one (1) extra vacation day per year for every two (2) years of service in excess of twenty (20) years. Maximum accumulation per year shall be thirty (30) days.

6 through 11 Months	5 DAYS
1 through 4 Years	10 DAYS
5 through 9 Years	15 DAYS
10 through 14 Years	20 DAYS
15 through 19 Years	25 DAYS

Employees hired prior to 1990 shall continue to accrue six (6) weeks of vacation:

Vacations must be taken in the year in which they are due and shall not accumulate from year to year. If a holiday specified in ARTICLE 6 of this Agreement falls within the vacation period of an employee, he/she shall be granted an additional day of vacation. Vacation periods will be selected by seniority with senior employee having precedence over the junior employee for the same vacation period. If requested by an employee, every reasonable effort will be made to provide a work schedule so that five (5) work days of vacation will be equivalent to seven (7) days calendar time.

Vacation time will be made available on July 1 of each year. Notification of election to be paid for vacation time in excess of ten (10) days per year must be made in writing to the Chief of Police on or before June 30 of the calendar year. Payment for a maximum of five (5) vacation days will be made on or before the following July 15. The carrying over of up to five (5) days and the buyback of up to five (5) days is allowed.

SECTION 2. Employees shall be entitled to sick leave with pay for personal sickness or injury in accordance with the following schedule:

<u>SERVICE PERIOD</u>	<u>ALLOWANCE PER YEAR</u>
Up to first full year	5 Y2 days per month of employment cumulative
In excess of one (1) full year of employment	1 Y2 days per month of employment cumulative

An employee shall notify the Chief of Police on the first day of absence due to personal sickness or injury, stating the nature of the sickness or injury, the time he/she expects to be incapacitated, and when he/she expects to return to work. A doctor's certificate may be required after the third day of absence due to personal sickness injury. Employees may accumulate sick leave up to a maximum of one hundred and fifty (150) days, except that they may accumulate up to an additional fifty (50) days which may be used only for a catastrophic or disabling illness.

All officers are entitled to sick leave buyback upon retirement at the rate of one (1) day pay per two (2) days accumulation to a maximum of nine thousand dollars (\$9,000). This money will be paid to the Officer in equal amounts over two fiscal years. This sick leave buyback applies to any sick time accumulated starting July 1, 2003. After an employee has accumulated three (3) incidences of absence due to illnesses in a fiscal year, a doctor's certificate may be required for any further absences due to illness during that fiscal year.

SECTION 3. In the event of a death in the immediate family of an employee, he/she will be granted leave with pay for a maximum of two (2) work days prior to the day of the funeral as well as the day of the funeral if it is a work day. "Immediate Family" is defined as the spouse, mother, father, son, daughter, brother, sister, grandparents, mother-in-law or father-in-law of an employee.

SECTION 4. An employee shall be granted military duty leave for an ordered tour of service with an organized military reserve National Guard unit with pay for a period not exceeding seventeen (17) days at his/her regular rate for forty (40) hours per calendar week less his/her military pay for such period and without loss of seniority.

SECTION 5. Each employee shall be entitled to three (3) days of personal business leave per fiscal year to attend to personal business. Any day of personal business leave taken by the employee shall be deducted from the employee's annual sick leave. The employee must give at least forty-eight (48) hours advance notice to the Chief of Police in order to be entitled to said personal business leave; provided, however, that an employee may take up to two (2) days of personal business leave without such advance notice in the event of illness of a spouse or child.

SECTION 6. Each employee shall be entitled to one (1) day of earned leave for every six (6) months that he/she works without taking a sick day. This earned leave day must be used within one (1) year of the date on which it was earned.

SECTION 7. Two members of the Association, as may be designated by the Association, may be granted leave without loss of pay, for up to two (2) days per year, to attend the annual convention of the Massachusetts Coalition of Police, and to attend meetings of the Massachusetts Police Association, as per G.L. c. 147, § 170.

SECTION 8. All employees covered by this contract who are officers of the Association or members of the Association's collective bargaining team, not to exceed two members at any time, may be allowed reasonable time off with pay, with permission of the Chief, which may be withheld for any reason, for official association business or negotiations or conferences and to attend grievance hearings. Denials of such leave shall not be subject to the grievance procedure set forth in ARTICLE 16.

ARTICLE 12A

SICK LEAVE BUY BACK

SECTION 1. A sick leave bank is established, effective July 1, 1988 for the purpose of making additional sick leave days available to full-time employees who have completed a probationary period of twelve (12) months, who have exhausted their entire sick leave accumulation, and who have a serious illness or injury. A serious illness or injury for the purpose of this Article shall be one which requires the employee's absence from work for more than ten (10) consecutive workdays. Participation in the sick leave bank by employees shall be voluntary.

SECTION 2. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of three (3) persons. One of such persons shall be the Chief of Police and the other two (2) persons shall be appointed by the Association from its' membership.

SECTION 3. The sick leave bank will be initially funded by deducting three (3) sick leave days from accrued or accumulated sick leave days of each full-time employee who has agreed to participate in the bank and contributing such days to the bank. Effective July 1, 2006, only new employees wishing to participate in the sick leave bank are required to deposit three (3) days accrued sick leave. New employees who do not participate, may not thereafter seek admission. The Sick Leave Bank Committee shall determine the eligibility of an employee for sick leave days from the bank and the number of sick leave days to be granted in each case. The balance of sick leave days in the bank shall be carried forward from year to year. When the bank is depleted to twenty (20) sick leave days an additional assessment of three (3) sick leave days shall be made against the sick leave account of each employee who has agreed to participate in the bank.

SECTION 4. Sick leave bank days will be made available only to a full-time employee who has completed his/her said probationary period and is participating in the bank, who has exhausted all of his/her personal sick leave days, and who has been absent from work for a period often (10) consecutive work days because of a serious illness or injury. The sick leave days granted by the bank will be retroactive to the first day of the employee's illness or injury. The initial grant of sick leave days from the bank shall not exceed twenty (20), after which the employee may apply for additional days.

SECTION 5. Requests for sick leave days from the bank shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indication the nature and extent of the illness or injury and the estimate time that the employee will be absent from work.

ARTICLE 13

INSURANCE

The Town will continue to pay fifty percent (50%) of the premium for those employees who currently elect to choose the (PPO) policy under the Agreement with West Suburban Health Group. Employees may choose to opt for other currently applicable health insurance, (HMO), coverage as set forth in Appendix B to this Agreement and the Town will pay varying percentages

of those premiums, as set forth in Appendix B. The Town may at its discretion and upon plan availability, purchase other health insurance plans in the best interest of the Town and all its employees. In addition to the PPO, the only plans in Appendix B which employees may currently choose are the West Suburban Health Group Rate Saver Plans.

ARTICLE 14

UNIFORM ALLOWANCE

Each employee as defined below shall be allowed the following amount for uniforms:

- a. Full-time and regular part-time (20 hours per week or more): \$900.00 for each year of the contract.
- b. Regular part-time (less than 20 hours per week): \$200.00 per year.

All the uniforms or accessories purchased from the uniform allowance must comply with the Chief of Police's requirements as to quality, appearance, and uniformity. The Chief of Police shall control the funds allocated for each officer's uniform allowance and shall pay the bills for such uniforms and accessories up to the aforesaid allowances. The Chief of Police shall institute a purchase order system to facilitate the ordering and purchasing of uniforms and items listed in Appendix C to this Agreement. Each employee shall be responsible for keeping and maintaining the uniform and accessories in good and proper condition, reasonable wear and tear excepted. If the Chief of Police, with the approval of the Board of Selectmen, orders a change in the type of uniform to be regularly worn by the employees, the Town shall issue the new type of uniform to each officer and the cost of the first issue for the new type of uniform will not be deducted from the annual uniform allowance. Upon termination of his/her service, for whatever reason, all accessories (as listed in Appendix C) purchased through the uniform allowance or otherwise paid for the Town, directly, or indirectly, shall be returned by the employee to the Town.

ARTICLE 15

DISCIPLINARY ACTION

SECTION 1. Employees who have completed their probationary period shall not be suspended, demoted, discharged or dismissed except for just cause and any determination made by the Board of Selectmen shall be subject to a review, de novo, by an arbitrator selected in accordance with the labor arbitration rules of the American Arbitration Association.

Any such employee who is suspended without pay, demoted, dismissed or discharged shall be entitled to a hearing before the Board of Selectmen. If requested by such employee, the complaint against him/her shall be reduced to written form and he/she shall be given a copy of it. At the hearing before the Board of Selectmen, the employee shall have the right to have an attorney or other person present on his/her behalf. Specific occurrences for which an employee may be dismissed or discharged in addition to criminal acts or other misconduct are as follows:

- a.) Loss of his/her Massachusetts Motor Vehicle Operators License or License to Carry Firearms;
- b.) Failure to qualify in the MPTC approved shooting program adopted by the Chief of Police Annually, provided that if the employee does not qualify he/she has thirty (30) days in which to do so at his/her own expense;
- c.) Failure to qualify for any of the First Aid programs required by the Commonwealth of Massachusetts;
- d.) Failure to pass any schooling program which may be required by the Commonwealth of Massachusetts during his/her first year of employment;
- e.) Being reprimanded by the Chief of Police in writing three (3) times a twelve (12) month period.

SECTION 2. Voluntarily Unresponsive. Any officer who while on duty intentionally and without justification places him or herself in a situation which impairs his or her ability to respond promptly to any emergency call may be subject to appropriate discipline without regard to progressive discipline measures.

ARTICLE 16

GRIEVANCE PROCEDURE

SECTION 1. DEFINITION: The term "GRIEVANCE" shall mean any dispute concerning the interpretation, application, enforcement, violation or meaning of this Agreement.

SECTION 2. Grievances shall be processed as follows:

STEP 1: The aggrieved employee, with the Union, shall present the grievance, in writing, to the Chief of Police or his designee for adjustment or resolution within ten (10) calendar days of the occurrence or failure of occurrence of the incident upon which the grievance is based. Notice to the aggrieved employee shall constitute notice to the Union.

STEP 2: If the matter is not satisfactorily adjusted or resolved under Step 1 within ten (10) working days, the Union may, within five (5) days, reduce the grievance to written form and file the same with the Board of Selectmen. The Board of Selectmen shall meet with the Grievance Committee within fourteen (14) days from the time the grievance is presented to discuss and attempt to adjust the grievance. They shall answer the grievance in writing within seven (7) days after said meeting.

STEP 3: If the grievance is not satisfactorily adjusted at Step 2, or answered by the Board of Selectmen within the time limit set forth above, it may thereafter be submitted by the Union, within twenty (20) days after receipt of the answer from the Board of Selectmen, or within thirty-five (35) days after submission to the Board of Selectmen at Step 2, whichever later occurs, to

arbitration by written notice to such effect given to the Board of Selectmen, attention to its' Chairman. The arbitrator shall be selected by mutual agreement of the parties. If the parties fail to agree on the selection of a single arbitrator, either party may request the American Arbitration Association to provide a panel of arbitrators from which a selection of a single shall be made in accordance with rules of the American Arbitration Association. Each party shall bear the expense of preparing and presenting its' own case. The parties shall share equally in the cost if any, of the arbitrator's service.

The decision of the arbitrator shall be final and binding upon all parties.

The time limits established by this Article may be extended by mutual consent of those parties participating at each step of the Grievance and Arbitration procedures.

The arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement.

Grievances submitted to the Board of Selectmen shall be addressed as follows: Sherborn Board of Selectmen, Sherborn Town Office, 19 Washington Street, P.O. Box 186, Sherborn, MA 01770.

ARTICLE 17

NO STRIKE CLAUSE

Neither the Union nor any of its officers or agents shall engage in, induce or encourage any strike, work stoppage, slow down, or withholding of services. Neither the Union nor any of its officers nor its agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slow down or withholding of services.

ARTICLE 18

STABILITY OF AGREEMENT

SECTION 1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

SECTION 2. The waiver by the Municipal Employer or the Union in any one or more situations of the terms and provisions of the Agreement shall not be considered as a waiver or relinquishment of the right of either party to future performance of any term or provision, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

SECTION 3. Should any provision of this Agreement, or any supplement thereto, be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision shall be restrained by any court, all other provisions of this Agreement or any supplement thereto shall remain in force and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

SECTION 4. This Agreement shall be subject to the appropriation of sufficient funds at the Town Meeting of Sherborn.

ARTICLE 19

AGENCY SERVICE FEE

SECTION 1. The Town shall, subject to the provisions of the Massachusetts General Laws, Chapter 150E, deduct Union dues, Agency Fees and/or assessments upon the receipt of a signed authorization card from members of the Union. The town shall forward to the Treasurer of the Union such deductions each month following the month of the deduction. Such deductions shall be made each pay period.

SECTION 2. There shall be an Agency Fee equal to Union dues. Payment of said Agency Fee shall be a condition of employment. An employee may request a rebate of any portion of the fee to which he/she is entitled under the Massachusetts General Laws, Chapter 150E, Section 12, by filing a request with the Massachusetts Coalition of Police, AFL-CIO.

ARTICLE 20

"HOLDOVER" OVERTIME

SECTION 1. Subject to the provisions of ARTICLE 5, Section 5, if duty requires an employee to work beyond the normal quitting time of his/her scheduled tour of duty because of the exigencies of his or her work day, such as a late ambulance run or accident, etc.:

1. The first fifteen (15) minutes of service shall not be deemed overtime service.

The Town agrees that this provision will not be used as a basis of discrimination against or punishment of individual employees or as a means of avoiding overtime pay.

2. If an employee works more than fifteen (15) minutes, but thirty (30) minutes or less of such service, he/she shall be deemed to have performed one-half (1/2) hour of overtime service.
3. If an employee works more than thirty (30) minutes, but less than one (1) hour of such service, he/she shall be deemed to have performed one (1) hour of overtime service.
4. If an employee works one (1) hour or more of such service, he/she shall be deemed to have performed overtime service for each such hour or fraction thereof with each fraction to be rounded off to the next higher half-hour.

SECTION 2. Overtime service shall not include:

1. An out of turn work shift or tour of duty which was substituted for a regularly scheduled work shift or tour of duty at the request of an employee (subject to Department approval); or,
2. Swapped tour(s) of duty or work shifts between individual employees by their mutual agreement (subject to Department approval).

ARTICLE 20A

PART-TIME EMPLOYEES

It is understood that part-time employees shall not be eligible to receive any of the fringe benefits provided to full-time employees by this Agreement. More particularly, the terms of employment of part-time employees shall be governed by the provisions of only the following Articles of this Agreement: Articles 1, 2, 3, 11, 15, 16, 17, 18, 19, 21, 22.

ARTICLE 21

ACCREDITATION

The Union agrees to any so-called "changes in working conditions" required for the Massachusetts Certification / Accreditation Process without further bargaining.

ARTICLE 22

DETECTIVE

At the discretion of the Chief, a patrolman may be assigned to the position of detective and if assigned, said detective shall receive a fifteen hundred dollar (\$1,500) annual stipend. If such an assignment is made, the detective's work schedule will be established by the Chief, consistent with the needs of the Department.

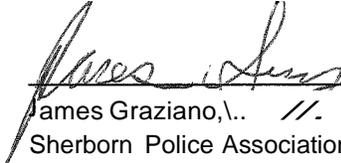
ARTICLE 23

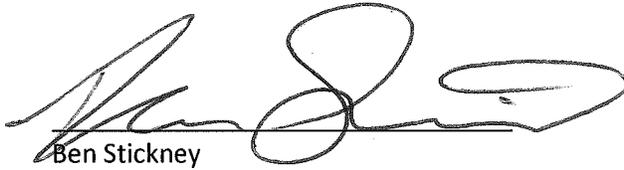
DURATION OF AGREEMENT

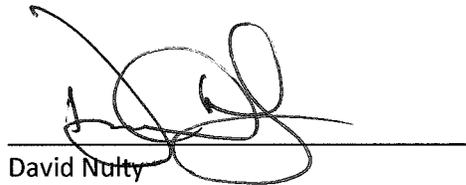
The term of this Agreement shall be for the period July 01, 2013 through June 30, 2016. If a new agreement is not executed on or before, June 30, 2016, the terms of this Agreement shall apply until a new agreement is executed between parties.

In witness whereof, the TOWN and the UNION have hereunto caused this Agreement to be executed by their authorized agents this 9th day of June, 2014.

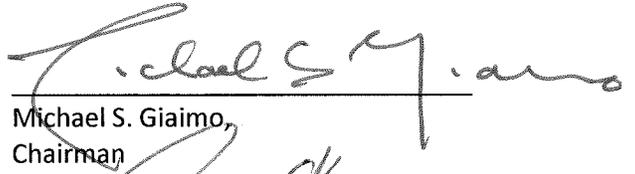
**SHERBORN POLICE ASSOCIATION
AND ITS' LOCAL 158, MASSACHUSETTS
COALITION OF POLICE**

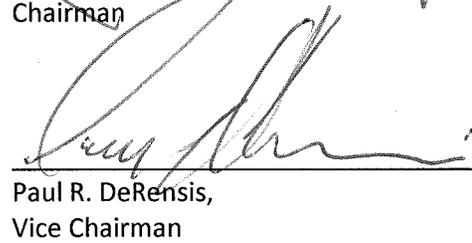

James Graziano, \.. //.
Sherborn Police Association President

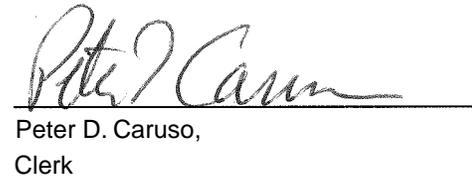

Ben Stickney


David Nulty

**TOWN OF SHERBORN
BOARD OF SELECTMEN**


Michael S. Giaino,
Chairman


Paul R. DeRensis,
Vice Chairman


Peter D. Caruso,
Clerk

APPENDIX A

REGULAR WAGE SCHEDULE (HOURLY RATES)

Effective:	FY 2013 Jul)£ 1, 2012	FY 2013 June 30, 2013	FY 2014 Jul)£ 1, 2013	<u>FY 2015</u> Jul)£ 1, 2014	<u>FY2016</u> Jul)£ 1, 2015
	End of contract	7.5% wage adj 107.50%	101.0%	101.0%	101.0%
PATROLMAN:					
Entry (Without Academy)	20.88	22.45	22.67	22.90	23.13
Entry (With Academy)	23.30	25.05	25.30	25.55	25.81
After 6 Months	24.21	26.03	26.29	26.55	26.81
After 12 Months	24.82	26.68	26.95	27.22	27.49
After 18 Months	25.53	27.45	27.72	28.00	28.28
After 24 Months	26.32	28.29	28.58	28.86	29.15
SERGEANTS:					
On Appointment	31.21	33.55	33.89	34.22	34.57
<u>SPECIAL POLICE OFFICERS:</u>					
Entry	17.70	19.03	19.22	19.41	19.60
After 12 Months	18.25	19.62	19.81	20.01	20.21
After 24 Months	20.88	22.45	22.67	22.90	23.13

If an officer is appointed to the Department who has not completed the Academy, he/she will enter at the "Entry (Without Academy)" rate. However, after six (6) months of employment his/her salary will be increased to the "After six (6) months" rate whether or not he/she has yet attended the Academy, except that if the officer is attending the Academy at the time of his/her six (6) month anniversary, he/she will proceed to the "After six (6) months" rate upon completion of the Academy. In any event, seniority will start with his/her original date of appointment.

APPENDIX B

The Town currently provides the following Health insurance coverage:

BCBSNetBlue		HPHC EPO		Tufts EPO		Fallon HMO		HPHC PPO	
<i>Ind.</i>	<i>Fam.</i>								
79%	72%	79%	72%	79%	72%	79%	72%	50%	50%

Note: Plans designated as 'EPO' are the same as an 'HMO' plan. All non-PPO plans are 'Ratesaver' plans and function as an 'HMO'.

The Town currently provides the following insurance coverage in addition to the health insurance coverage noted above:

a. Professional Liability Insurance Policy

Town pays the entire premium.

- Limits: \$500,000.00 each person
- \$1,000,000.00 each incident
- \$1,000,000.00 each aggregate

b. Special Risk Accident Policy

Town pays the entire premium.

- Limits: \$100,000.00 on accidental death
- \$100,000.00 maximum medical expenses
- \$1,000.00 per week for life without any waiting period for disability*

c. Basic Life Insurance Policy

The Town pays fifty percent (50%) and the employee pays fifty percent (50%) of the premium for five thousand dollars (\$5,000.00) coverage. Optional Life and Voluntary Insurance are also available. Employees who qualify for Basic Group Life can purchase additional group life insurance. The amount of Optional Life insurance which can be purchased is based on age. Voluntary Life Insurance can be purchased up to thirty thousand dollars (\$30,000). The employee pays one-hundred percent (100%) of the premium.

Additional coverage for Firefighters will be provided as per M.G. L. and this additional coverage will also be provided to employees covered by this Agreement.

APPENDIX C

UNIFORMS AND EQUIPMENT

The Town of Sherborn, through its Chief of Police or some other person designated by him, shall supply .a complete uniform to all new members admitted to the Police Department as permanent member, and shall supply equipment as follows:

- One (1) Breast Badge
- One {1} Wallet Badge with identification
- One {1} Hat Badge
- Three {3} Navy Blue Short Sleeve Shirts Three {3} Navy Blue Long Sleeve Shirts Three {3} Navy Blue Police Trousers One (1) Black Trouser Belt
- One {1} Pair Police Boots One {1} Pair Dress Shoes One (1) Winter Coat
- One {1} Light-weight Reversible Coat
- One {1} Reversible Rain Coat
- One {1} Round Police Hat
- One {1} Police Duty Belt with Keepers
- One {1} Two Clip Magazine Pouch
- Two {2} Hand-cuff Cases or equivalent and two {2} set's of handcuffs
- One {1} Pepper-spray holder and pepper-spray
- One {1} Latex Glove Holder
- One {1} ASP Baton and Holder
- One {1} Firearm Holster
- One {1} Traffic Vest, Lime-yellow Two {2} Pairs of dress white gloves One {1} Pair Winter Mittens
- One {1} Department issue firearm with ammunition, two extra magazines
- One {1} Navy Blue Clip-on tie
- One {1} Pair Department Issued Collar Insignia Pins
- One (1) Regulation Name Tag
- One {1} Citation Book Holder

The following equipment shall be repaired or replaced by the Town as needed; such costs will not come out of the officer's clothing allowance:

All full-time officer's Badges, department patches, name tag, collar insignia, duty gun belt, safety holster, pistol, magazine clips, ammunition, ammo clip holders, baton and holder, pepper-spray and holder, belt keepers, handcuffs and case, portable radio, battery and radio case.