

***TOWN OF SHERBORN AND SHERBORN POLICE ASSOCIATION, LOCAL 158
MASSACHUSETTS COALITION OF POLICE, AFL-CIO***

**COLLECTIVE BARGAINING AGREEMENT
(through FY 2023-25 MOU)**

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

ARTICLE 1

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. Example 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 be 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. The Police Chief reserves the right to extend the probationary period for a period not exceeding six (6) months if agreed to by the Police Chief and the Union. During such probationary terms, the employee may be subject to discipline or discharge at the discretion of the Chief of Police and/or the Select Board 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 and 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. The standard 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 28-day work period for purposes of the Fair Labor Standards Act (FLSA). The standard shift hours shall be 7:00 AM to 3:00 PM, 3:00 PM to 11:00 PM, and 11:00 PM to 7:00 AM.

SECTION 3. The parties agree that shift assignments will be created utilizing a biannual shift bid that shall take effect during the first full pay period in April and October of each year. The April shift bid will remain in effect until the October shift bid of that year, and the October shift bid will remain in effect until the April shift bid of the following year.

The biannual shift bid shall take place in the following manner: on or before February 15 of each year, the Chief shall notify the Union of the shifts he intends to fill for the sixmonth period commencing in the first full pay period of April. The Union shall provide the results of the shift bid to the Chief no later than March 1. If the bid results are not provided to the Chief by March 1, the Chief may assign employees to the shifts in his sole discretion. This same cycle will be repeated for the October shift bid. On or before August 15 of each year, the Chief shall notify the Union of the shifts he intends to fill for the six-month period commencing in the first full pay period in October. The Union shall provide completed bid sheets to the Chief no later than September 1. If the bid results are not provided to the Chief by September 1, the Chief may assign employees to the shifts in his sole discretion.

Officers will be eligible to select either 7AM-3PM, 3PM-1 1PM, 1 1PM-7AM or a split shift schedule in accordance with preference.

New shift openings that occur before the sixty (60) day period prior to either the April or October shift bid shall be subject to limited bid to be completed within ten (10) days. The Chief will notify the Union at least two weeks prior to the commencement of a new shift opening, and the Union shall provide the results of the bid for all shifts no later than ten (10) days following notice from the Chief.

New shift openings that occur within the sixty (60) day period prior to either the April or October shift bid shall not be subject to bidding but may be filled by the Chief by assignment until the next bidding period. The Chief will notify the Union at least two weeks prior to the commencement of a new shift opening, and the Union shall provide the results of the bid no later than ten (10) days following notice from the Chief.

Shifts shall be bid by seniority within rank. For the purposes of this section, seniority within the rank of sergeant will be computed based on appointment date to sergeant position. Otherwise, seniority will be computed on the basis of continuous employment with the Sherborn Police Department in accordance with ARTICLE 4.

Nothing in this Article shall be construed to limit the rights of the Chief to assign shifts to address public safety issues and emergencies pursuant to Article 2. In the event that the Chief assigns shifts due to a public safety issue or emergency, the Chief shall meet with a representative of the Union to provide a verbal explanation for the Chiefs decision within three (3) working days.

SECTION 4. Overtime wages shall be paid at one and one-half (1 ½) 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 ½) minutes of compensatory time off for every minute of overtime service.

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

It is agreed that an employee may not accumulate more than 80 hours of compensatory time at any point in time. Compensatory time off shall be scheduled with the approval of the Chief of Police. Employees shall have 6 months from the execution of this Agreement to reduce their compensatory time balances to 80 hours.

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 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 10% for a qualifying Associate's degree in law enforcement or 60 points earned towards a qualified Baccalaureate degree in law enforcement, 20% for a qualified Baccalaureate degree in law enforcement, and 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 9/9/09 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.

Officers who have remained in continuous employment by the Town for five (5) years or more are eligible to receive the same educational incentive as those officers hired prior to July 1, 2009. Any increases in educational incentive pay under this paragraph will take effect on the following January 1st, if the officer's 5 year anniversary date is between July 1st and December 31st, or the following July 1st, if the officer's 5 year anniversary is between January 1st and June 30th.

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 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	Juneteenth

Any additional holidays accepted by the Town shall be automatically added to this list in the fiscal year following the date of Town's acceptance.

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.

SECTION 5. Officers who work shift coverage or overtime on Thanksgiving, Christmas, Memorial Day, Independence Day, and Labor Day will receive 4 hours of additional compensation.

ARTICLE 7

DETAILS

Police details shall include traffic control for projects that need to be performed in Town where vehicular traffic routinely travels, including at construction and utility sites, and keeping the peace at private and public establishments and/or at private and public functions and events, including school functions.

The Police Chief or his designee will determine based upon public safety needs whether police officers and how many police officers will need to be assigned. The Police Chief or his designee reserves the right to deviate from these general guidelines at his/her discretion based upon public safety needs.

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 except as otherwise set forth in this Article.

Except for strike details and details where alcoholic beverages are served, the hourly rates for details shall be one and one half times the Sergeants hourly rate of pay plus \$2.00 per hour, as follows:

	July 1, 2022	July 1, 2023	July 1, 2024
Patrol/Special/Sergeants	\$ 65.50	\$ 66.75	\$ 68.25

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, as follows:

	July 1, 2022	July 1, 2023	July 1, 2024
Patrol/Special/Sergeants	\$ 67.50	\$ 68.75	\$ 70.25

An officer shall receive a minimum of four (4) hours at the applicable rate for any detail worked. Thereafter, private details shall be paid in additional four-hour (4) blocks while Town details shall be paid hourly. Private details shall be defined as any detail whereby Town funds are not being used in any way to pay for the detail. Details where the Town is paying a private contractor to perform work for the Town or where a grant or state reimbursement (such as Chapter 90) funds are being used to pay for a details will not be classified as private details. Details that go longer than 8 hours will be paid time-and-one-half the detail rate after 8 hours.

Generally, any Town project or Town work that will take 30 minutes or less will typically not require a detail although an officer will still be assigned at the discretion of the police chief or his designee. The Town detail will not be scheduled in increments of less than 30 minutes in order to circumvent this exception. This paragraph shall not apply to private details.

Officers assigned to Town Public Works Project details (any detail being paid for by the DPW or where DPW employees are performing work) shall have ability to work the full assignment without interruption or shall be responsible for scheduling appropriate relief officers as needed. The parties acknowledge that the Chief of Police, in cooperation with the Chief of the Fire Department, shall assign properly trained and equipped Fire Department employees to traffic management function(s) in the event that a detail officer departs his/her assignment prior to work being completed and/or are unable to arrive at the start of DPW work project(s). If neither a police officer or a fire fighter is available when a detail officer departs his/her assignment prior to the DPW work project(s) being completed and/or is unable to arrive at the start of DPW work project(s), and if the work project was scheduled according to the Policy (as defined below), the Union waives its right to file a grievance regarding the commencement or completion of the scheduled DPW work project(s).

The Detail Policy between the Chief and the Union ("Policy") will be attached to the parties' CBA for reference only and will be updated to ensure consistency with the CBA. The MOU between the Police Chief and DPW Director ("MOU") will be attached to the parties' CBA for reference only and will be updated to ensure consistency with the CBA. Modifications may be made to either the Policy (with the Union's consent) or MOU as necessary without reopening the parties' CBA provided that said documents remain consistent with the terms of the CBA. To the extent any inconsistencies exist between the CBA and either the Police Department Policy and/or the Police Department/DPW MOU, the terms of the CBA will prevail.

ARTICLE 8

SHIFT DIFFERENTIAL

The differential for the 3:00 p.m. to 11:00 p.m. shift shall be twelve dollars and fifty cents (\$12.50), and for the 11:00 p.m. to 7:00 a.m. shifts, the rate shall be seventeen dollars and fifty cents (\$17.50).

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, 2016, the patrolman so designated shall receive a stipend of fifteen dollars (\$15.00) for that shift. That \$15.00 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 first, 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.

EMERGENCY MEDICAL TECHNICIAN

Employees who obtain and maintain Emergency Medical Technician (EMT) Certifications issued by the Massachusetts Department of Public Health, Office of Emergency Medical Services (OEMS) shall receive an annual stipend in the amount of \$3,000.00. EMT certification is optional and employees will receive no compensation for initial registration or course fees, attending the initial EMT course, in-hospital observations, training, or time spent taking examinations. However, the Town will compensate employees for re-certification.

ARTICLE 11

SHIFT COVERAGE

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.

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 first of each year: Employees shall be entitled to one extra vacation day per year for every two years of service in excess of twenty 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 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.

Employees shall not accrue vacation leave while on G.L. c. 41 § 111F (Injured on duty) Leave after 60 days or more.

Vacation time will be made available on July 1st of each year. Notification of election to be paid for vacation time in excess of ten 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 15th. 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 ½ days per month of employment cumulative
In excess of one (1) full year of employment	1 ½ 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 day pay per two days accumulation to a maximum of \$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 days of personal business leave per fiscal year to attend to personal business. 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 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 days per year, to attend the annual convention of the Massachusetts Coalition of Police, the Massachusetts Coalition of Police President's Dinner, and meetings of the Massachusetts Police Association, as per G.L. c. 147, § 17D.

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 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 of ten (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 indicating 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 Union agrees to the health insurance changes in exchange for a "healthcare holiday" (June, 2016) and an "opt out" incentive program, the details of which are as follows:

1. For initial enrollments in the Opt-Out Program, employees must submit all completed and signed required paperwork to the Town Administrator within 10 days of execution of the CBA.
2. New employees may enroll in the Opt-Out Program during the same enrollment period that is applicable to health insurance, with entitlement for payments to commence during the next full quarter of employment.
3. Generally, employees will apply for the program during the Annual Open Enrollment Period and to participate in the Opt-Out Program, an employee must be an active employee who is eligible for group health insurance benefits through the Town of Sherborn.

4. A Town of Sherborn employee is not eligible for the opt-out incentive where the employee opts-out of their individual health plan, and becomes a dependent on his or her spouse's plan, when their spouse is also a subscriber covered by the Town's plan.
5. An employee must show proof of coverage outside a Town sponsored health plan, which meets the requirements of Mass Health and The Affordable Care Act, before participating in the Opt-Out Program. Employees must fill out the state Health Insurance Responsibility Disclosure Form (HIRD) form and other necessary forms each year during the Town's Open Enrollment period.
6. An employee who enrolls in the Opt-Out Program may re-enroll in one of the Town's health insurance plans as follows:
 - i. During the Town's annual Open Enrollment period by contacting the Town's Human Resources Office and completing the required paperwork, or
 - ii. In the case of a loss of coverage, by contacting the Town Administrator, or his/her designee, within 30 days of the qualifying event and providing documentation of the loss.
7. Once an eligible employee waives coverage of his/her group health insurance through the Town of Sherborn, he/she will receive an annual incentive payment in the annual amount of \$1,500 for an individual or \$3,000 for a family plan. Such payment shall be subject to deductions for state and federal taxes and other deductions required by law or authorized by the eligible employee. Such incentive payment shall not be considered part of or included in the employee's base pay. Payment(s) will be taxable but they are separate from wages and will not be included for the computation of wages including, but not necessarily limited to, overtime rates. Opt-Out Program payments will be made in quarterly installments, effective July 1, 2016. Quarters are defined as July 1-Sept 30, October 1-December 31, January 1-March 31, April 1-June 30. Payments are to be made at the end of the quarter, with no pro-rated amounts available for anything less than fully participating through any quarter.
8. In the event that an employee separates from service with the Town, for any reason whatsoever, he/she will be entitled to payment up to the month containing the date of the employee's separation.
9. In no instance shall an employee receive both a payment under the program and health insurance benefits simultaneously.
10. The Union agrees that the Town shall have the right to make administrative adjustments to this program, without further bargaining, as may be required, so long as said adjustments have no financial impact.
11. If this program must be discontinued to comply with state or federal law, the Town shall be allowed to terminate the program without bargaining and without providing any reimbursement, except that in the event of the termination of the program under this paragraph, payment of the current quarter at the time of discontinuation, will be

made in full at the end of that quarter. Termination of this program will be considered a qualifying event to allow the employees to rejoin the Town's health insurance program.

12. Health insurance, as set forth in Appendix B, is available to full time bargaining unit members.

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): \$1,200.00 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. The Town and the Union by mutual agreement may modify the items listed in Appendix C during the term of the 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 Select Board, 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 Select Board 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 Select Board. 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 Select Board, 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 fourteen (14) calendar days, the Union may, within seven (7) calendar days, reduce the grievance to written form and file the same with the Select Board. The Select Board shall meet with the Grievance Committee within thirty (30) calendar 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) calendar days after said meeting.

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

Board, attention to its Chair. 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 Section may be extended by mutual consent of those parties participating at each step of the Grievance and Arbitration procedures. The failure of the Town to comply with any of the deadlines contained in this Article shall be considered a denial of said grievance.

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

Grievances submitted to the Select Board shall be addressed as follows: Sherborn Select Board, 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. Dues Collection

Pursuant to the provisions of Massachusetts General Laws, Chapter 180, Section 17A, Union Dues shall be deducted by the (City/Town) from the earned wages of each employee who executes or has executed a dues authorization form for payroll deduction of union dues, initiation fee and assessments. Transmittal of said dues deducted shall be made to the Union Treasurer together with a list of the employees from who such dues have been deducted.

SECTION 2. Authorization for Payroll Deductions Form

AUTHORIZATION FOR PAYROLL DEDUCTIONS

By: _____
Name of Employee

To: _____
Name of Employer

Effective: _____

"I hereby request and authorize you to deduct from my earnings each month an amount to be established by the UNION as dues. The amount deducted shall be paid to the Treasurer of the UNION. This authorization is to continue until withdrawn by me in accordance with law."

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 (½) 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

ASSIGNMENT OF SHIFT COVERAGE OVERTIME

When filling shift coverage vacancies on overtime, all officers will first be offered the opportunity to voluntarily work an 8-hour shift. If no officer volunteers to work the 8-hour shift, officers will be offered the opportunity to split the shift into two 4 hour blocks. If both 4 hour blocks are not voluntarily filled, then the junior officer from the previous shift will be held over for the entire shift.

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, so long as the Detective is willing to fill patrol vacancies to reduce overtime expenditures, he will receive an annual stipend in the amount of \$2,500.00. 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 22A

INFORMATION TECHNOLOGY

The Police Chief may designate and assign a qualified employee to perform Information Technology (IT functions). Said employee, if so assigned, shall receive an annual stipend in the amount of \$2,000.00.

ARTICLE 22B

ANIMAL CONTROL

The Police Chief may designate and assign a qualified employee to perform Animal Control functions. Said employee, if so assigned, shall receive an annual stipend in the amount of \$2,000.00.

ARTICLE 22C

PRINT & PHOTO SPECIALISTS

The Police Chief may designate and assign up to two (2) qualified employees to perform Print & Photography functions. Said employee(s), if so assigned, shall receive an annual stipend in the amount of \$500.00.

ARTICLE 22D

SCHOOL RESOURCE OFFICER/SCHOOL LIAISON OFFICER

The Police Chief may designate and assign a qualified employee to perform School Resource Officer/School Liaison Officer functions. Said employee, if so assigned, shall receive an annual stipend in the amount of \$1,000.00.

ARTICLE 23

BODY ARMOR AND SEATBELTS

Without further bargaining, all police officers shall comply with the Department Rules, Regulations, and/or written directives regarding the use of body armor and seat belts. The Town will add body armor to the list of town-provided police equipment.

ARTICLE 24

COMMUNICATION SPECIALIST

SECTION 1. The Town of Sherborn may create the position of Communications Specialist within the Sherborn Police Department, and that said Communications Specialist may perform bargaining unit dispatching work, subject to the following:

- A. There shall be one full time Communications Specialist position. The Communications Specialist shall work a "4 and 2" schedule on the 7a.m. to 3p.m. shift. The expected duties of the Communications Specialist will be those set forth in the attached job description. However, nothing prevents the Chief of Police from amending said job description, as necessary, so long as said amendments are not inconsistent with this Agreement. The Communications Specialist will supplant the current "desk officer" on the day shift. Desk Officer duties will continue to be performed by bargaining unit employees on all other shifts.
- B. Bargaining unit employees will be offered all shift coverage overtime, including shift coverage overtime for desk officer duties. The Communications Specialist will be eligible to perform overtime for desk officer duties only if no bargaining unit employee volunteers to work the overtime.
- C. If the Communications Specialist is absent for any reason (i.e. illness, vacation, leave, etc.) desk officer duties will be performed by a police officer, on overtime if necessary to maintain current staffing levels.
- D. No bargaining unit employee will be displaced as result of the creation of the Communications Specialist position. The Town will maintain the current staffing of at least thirteen sworn bargaining unit members (Patrol and Sgt.), unless a reduction in force becomes necessary independent of this Article and the establishment of the position of Communications Specialist.
- E. In the event of a layoff in the Police Department, the Communications Specialist will be laid off prior to any sworn bargaining unit officers.

F. If the Town seeks to increase the number of Communications Specialist positions, or otherwise have a non-bargaining unit employee perform bargaining unit work, then the Town must bargain with the Union regarding such change pursuant to G.L. c. 150E. Likewise, should the Town seek to change the job duties of the Communications Specialist, said changes will be subject to bargaining with the Union pursuant to G.L. c. 150E.

SECTION 2. Notwithstanding the provisions of Section 1 above, the Town and the Union agree that the Town may enter into an agreement for regional dispatching services under which all dispatch duties, including the dispatch duties of Communication Specialists and Desk Officer, shall be handled by the regional dispatch center, without additional bargaining.

ARTICLE 25

DURATION OF AGREEMENT

The term of this Agreement shall be for the period July 1, 2019 through June 30, 2022. If a new agreement is not executed on or before, June 30, 2022, the terms of this Agreement shall apply until a new agreement is executed between parties.

ARTICLE 26

TRAINING REIMBURSEMENT

Police Officer Candidates hired after the execution date of the Agreement will be required to enter into the following Agreement:

**TRAINING REIMBURSEMENT AGREEMENT
BETWEEN
TOWN OF SHERBORN AND
[INSERT NAME]**

This agreement is made this ____ day of _____, 20____, by and between the Town of Sherborn, acting by and through its Select Board ("Town") and Mr./Mrs. [Insert Name] (hereinafter "Police Officer Candidate").

1. The Police Officer Candidate understands that the Town is committing resources to send the Police Officer Candidate to the Massachusetts Municipal Police Recruit Academy ("Police Academy") and/or to provide the Police Officer Candidate with various other training at the Town's expense as a result of the Town's hiring of said Candidate as a Police Officer. In consideration of the Candidate's attendance at the Police Academy and the other training costs incurred by the Town, the Police Officer Candidate agrees to remain in the Town's employ as a Police Officer for a minimum of five (5) years from the Candidate's date of hire.

2. In the event the Police Officer Candidate voluntarily resigns his/her position other than in lieu of termination prior to the completion of five (5) years of service with the Town, the Police Officer Candidate will issue payment to the Town in the prorated amounts set forth below as reimbursement for the Police Academy non-reimbursed costs incurred by the Town with respect to the Police Officer Candidate. Said costs would include tuition and items listed on the Recruit Officer Course Police Academy Equipment List (except for items listed in Appendix C of this Collective Bargaining Agreement). Said payment shall be due and payable to the Town within thirty (30) days from the date of the Police Officer Candidate's separation of employment.

i.. Less than one (1) year of service:	100% (\$ _____)
ii. More than one (1) year, but less than three (3)	67% (\$ _____)
iii. More than three (3) years, but less than five (5)	33% (\$ _____)

The Police Officer Candidate agrees to indemnify the Town for any collection costs, including reasonable attorneys' fees, the Town may incur in any action to collect any amounts due under this Agreement.

3. The Police Officer Candidate acknowledges that, by this Agreement, he/she has been advised, in writing, that he/she may consult legal counsel prior to signing the Agreement and that to the extent he/she has wanted to consult with legal counsel, he/she has done so.

4. The Police Officer Candidate acknowledges that he/she has thoroughly read this Agreement, that he/she understands it, and that he/she is entering into it of his/her own free will.

5. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

6. This Agreement is being entered into by the parties pursuant to the terms of the agreement between the Town and the _____ Union.

Town of Sherborn:	Police Officer Candidate:
_____	_____

Date [Insert name] Date

ARTICLE 27

COURT OFFICER STIPEND

The Police Chief will assign a Court Officer, who will receive an annual stipend of \$2,000. The choice of which officer will be assigned will be at the Chief's discretion.

ARTICLE 28

TECHNOLOGY/MEDICAL CARE STIPEND

Effective July 1, 2019, all members will receive a \$1,000 stipend annually (generally payable in December and June) for the use of body cameras and for the implementation of the prescription drug Epinephrine auto-injector devices and naloxone or other opioid antagonist. The Union agrees to bargain the use of any future "tools" deemed to be appropriate for first responders or technological advances that become required for use by police officers during the term of this Agreement.

ARTICLE 29

LIGHT DUTY

Police Officers who are injured on duty or sick and who are out on sick leave or injury leave shall be eligible to participate in the light duty program set forth in this article. Any police officer may request to perform light duty work pursuant to this article. The Chief may request that a police officer who is on a medical leave perform light duty work unless that officer is out pursuant to 111F or any related injured-on-duty leave. In that case, a police officer may volunteer but cannot be required to perform light duty.

Light duty work shall consist of

- 1) dispatching,
- 2) training,
- 3) general clerical work,
- 4) computer operation,
- 5) teletype operator,
- 6) crime prevention,
- 7) assist in property and evidence room,
- 8) suicide prevention watch,
- 9) supervision (applicable to supervisors only), and
- 10) other limited or light duty tasks agreed upon by the Chief and the Union.

The Chief shall make reasonable efforts, whenever possible, to make assignments of light duty on the same shift as the police officer is currently assigned. The Chief may, however, assign light duty tasks to an injured police officer during the day shift when necessary if that officer is subject to a light duty request from the Chief pursuant to this Article.

In the event that a police officer requests light duty, the Chief shall determine which light duty position is appropriate, and the Chief shall provide a written job description of such duties to the police officer. The police officer shall immediately take all reasonable steps necessary to present that job description to his/her physician and to request a letter from his/her physician as to whether or not the police officer is capable of performing said light duty position. The physician shall be asked whether the light duty position can be performed by the police officer and the number of hours such duty can be performed.

The police officer shall obtain a written response from his/her physician stating his/her fitness to perform such light duty. As soon as possible after receipt of such medical information stating that the police officer is capable of performing such light duty, the Chief may notify the police officer that he/she can begin performing such light duty position.

If a police officer refuses the Chief's request to perform light duty after there is medical verification that such police officer can perform light duty, said police officer shall be excluded from eligibility for this light duty program for five (5) years and may not request light duty during this time. There shall be no other adverse employment action taken against an officer who refuses the Chief's request to perform light duty.

Requests for light duty shall not be unreasonably denied, provided there is sufficient light duty work available in the Chief's sole discretion. If there is no officer actively assigned to light duty work, then an officer who requests light duty shall have his/her request automatically granted. In the event that there are no available light duty positions, then the Chief must provide a written denial with an explanation within five (5) calendar days of receiving the police officer's request. No employees shall be otherwise penalized for refusing to participate in the light duty program. The grant or denial of light duty work shall not be subject to the grievance and arbitration procedure in Article 16 of the Collective Bargaining Agreement between Sherborn

It is understood that light duty work is temporary work during the duration or partial duration of the police officer's injury. Light duty positions are not intended to be permanent.

Subject to availability, a police officer may volunteer to participate in such light duty work at any time after being medically incapacitated from performing the officer's full duties. Officers who have applied for retirement benefits are eligible to participate in the light duty program.

ARTICLE 30

ONE-TIME BONUS

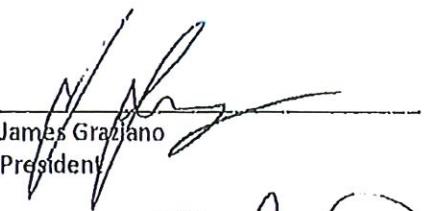
The Town will provide all bargaining unit members who were active and on-duty between March 1, 2020 and May 1, 2022, or such lesser amount prorated based on the member's active and on duty work time during that period. Each member will be awarded \$133.33 per month for any month in which the member worked at least one day in the unit during the above-stated calendar months, for a total maximum possible payment of two thousand dollars (\$2000) within thirty (30) days of execution by the Select Board.

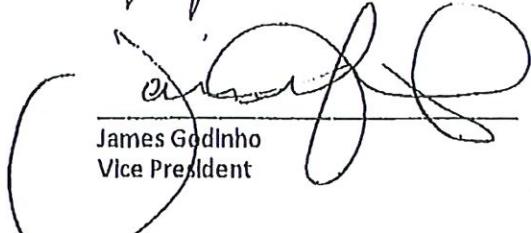
IN WITNESS WHEREOF, THE TOWN AND THE UNION HAVE HEREUNTO CAUSED THIS AGREEMENT
TO BE EXECUTED BY THEIR AUTHORIZED AGENTS THIS 31st DAY OF APRIL, 2023.

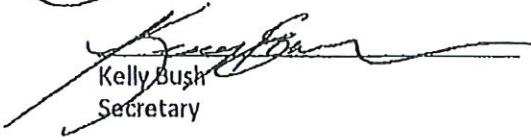
C.J.P. May,

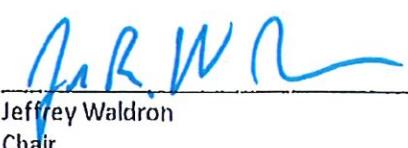
SHERBORN POLICE ASSOCIATION,
MASSACHUSETTS COALITION OF POLICE,
LOCAL 158

TOWN OF SHERBORN
SELECT BOARD


James Graziano
President


James Godinho
Vice President


Kelly Bush
Secretary


Jeffrey Waldron
Chair

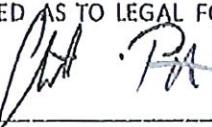

Marian Neutra
Vice Chair member


George Morris STEVEN TSAI
Clerk


Paul R. DeRensl
Member


Eric Johnson
Member vice chair

APPROVED AS TO LEGAL FORM


Christopher J. Petrini
Town Counsel

APPENDIX A

REGULAR WAGE SCHEDULE (HOURLY RATES)

<u>PATROLMAN</u>	FY 23	1/1/23	FY 24	FY 25
	2%	2%	2%	2%
Entry (Without Academy)	\$26.51	\$27.04	\$27.58	\$28.13
Entry (With Academy)	\$29.52	\$30.11	\$30.71	\$31.33
After 6 Months	\$30.65	\$31.26	\$31.89	\$32.53
After 12 Months	\$31.42	\$32.04	\$32.69	\$33.34
After 18 Months	\$32.32	\$32.97	\$33.63	\$34.30
After 24 Months	\$33.32	\$33.99	\$34.67	\$35.36
After 5 Years (eff. 1/1/20)	\$34.99	\$35.69	\$36.40	\$37.13
 <u>SERGEANTS</u>				
On Appointment	\$39.51	\$40.31	\$41.11	\$41.93
After 5 Years (eff. 1/1/20)	\$41.49	\$42.32	\$43.17	\$44.03

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

TOWN OF SHERBORN
EMPLOYEE INSURANCE FY2018
(Pine Hill Employees See Separate School Insurance Sheet)

April 2017	Accountant's Office	508-651-7859
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HEALTH INSURANCE PREMIUMS

Beginning July 1, 2017, the new rates indicated below are in effect for each of the Health Insurance Plans. The open enrollment period is the month of May, with deductions beginning on the first payroll in June.

Anyone wishing to change health insurance plans must do so by filing an application at the Accountant's office before May 19, 2017

		MONTHLY RATES	
		SINGLE	FAMILY
<u>Indemnity Plan</u>	Blue Care Elect Preferred (PPO)	508.00	1,333.00
<u>Rate Saver Equivalent</u>	HMO: Network Blue N.E. Value Plus	172.00	602.00
<u>Benchmark Equivalent</u>	HMO: Network Blue N.E. Deductible Plan	159.00	558.00
<u>Senior Plan</u>	If eligible, contact the Accountant's Office		

Health Insurance premiums are treated on a pre-tax basis for both federal and state income tax purposes. IRS regulations require that employee enrollments be fixed for a one-year period unless there is a change in family status.

Employees who are enrolled in a health insurance program who turn 65 during the year should contact the Accountant's office regarding their coverage.

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 \$5,000.00 coverage.

Optional Life Insurance is also available. Employees who qualify for Basic Group Life can purchase additional group life insurance. The amount of insurance which can be purchased is based on level

of earnings. The employee pays one-hundred percent (100%) of the premium.

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) sets 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
One (1) Body Armor

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.

2023.04.03 Consolidated Sherborn-Sherborn Police Assoc. CBA (with changes agreed through 2023-25 MOU) (1910-32)