

AGREEMENT

BETWEEN

THE TOWN OF MIDDLEBOROUGH

and

**MIDDLEBOROUGH POLICE SUPERIOR OFFICERS' UNION
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC.
LOCAL #96**

Effective: July 1, 2016

Expires: June 30, 2019

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
PREAMBLE		3
ARTICLE 1	Recognition and Bargaining Unit	3
ARTICLE 2	Management Rights	3
ARTICLE 3	Seniority	4
ARTICLE 4	Death Leave	6
ARTICLE 5	Uniforms and Equipment	6
ARTICLE 6	Extra Paid Details	7
ARTICLE 7	Overtime	11
ARTICLE 8	Sick Leave Program	12
ARTICLE 9	Personal Leave	14
ARTICLE 10	Court Time	15
ARTICLE 11	Holidays	16
ARTICLE 12	Disciplinary Action	17
ARTICLE 13	Hours of Duty of Permanent Members of the Middleborough Police Department	17
ARTICLE 14	Vacations	19
ARTICLE 15	Wages	20
ARTICLE 16	Leave of Absence Without Pay	21
ARTICLE 17	Grievance Procedures	21
ARTICLE 18	Group Insurance	23
ARTICLE 19	Educational Increments	25
ARTICLE 20	Training	27
ARTICLE 21	Union Dues Deduction	27
ARTICLE 22	Specialist	28
ARTICLE 23	No Strike Clause	29
ARTICLE 24	Mutual Agreement	29
ARTICLE 25	Paid Injury Leave	30
ARTICLE 26	Physical and Psychiatric Examinations	31
ARTICLE 27	Other Leaves	33
ARTICLE 28	Terms, Agreements and Modification of the Agreement	33

PREAMBLE

This Agreement, entered into by and between the Town of Middleborough, Massachusetts (hereinafter referred to as the “Town”) and the New England Police Benevolent Association (hereinafter referred to as the “NEPBA” or the “Union”), Local 96 is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by the provisions of this Agreement, in order that a more efficient and progressive public service may be rendered.

ARTICLE 1

RECOGNITION AND BARGAINING UNIT

The Town of Middleborough hereby recognizes the New England Police Benevolent Association (“NEPBA”), Local 96 as the exclusive representative for the purposes of collective bargaining relative to wages, hours, and other conditions of employment for a bargaining unit consisting of all permanent, full time sergeants and lieutenants in the Middleborough Police Department but excluding the Chief, Captains, patrol officers, permanent intermittent officers, reserve officers, civilian dispatchers, administrative and clerical personnel, confidential, managerial, casual employees and all other employees of the Town.

ARTICLE 2

MANAGEMENT RIGHTS

The Town reserves and retains all the regular and customary functions, rights, and prerogatives of municipal management which have not been specifically relinquished, abridged, or limited by this Agreement. The exercises of such functions, rights and prerogatives shall not be subject to the grievance and arbitration procedure.

By way of example but not limitation, management retains the following rights: to determine the mission, budget, and policy of the Police Department; to determine the organization of the Department, the number of employees, the work functions, and the

technology of performing them; to determine the numbers, types and grades of positions or employees assigned to a work project, tour of duty, or to any location, task, vehicle, building, or patrol route on such tour or duty; to determine the methods, means and personnel by which the Department's operations are to be carried on; to determine whether work will be performed by uniformed personnel, civilians not covered by this Agreement, or outside contractors, unless such work was formerly performed by bargaining unit personnel; to maintain and improve orderly procedures and the efficiency of operations; to hire, promote, transfer, direct and assign employees; to determine the equipment to be used and uniforms to be worn in the performance of duty; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; and to enforce existing Police Department rules and regulations and add to or modify such regulations as it deems appropriate.

ARTICLE 3
SENIORITY

(A) Seniority within the Middleborough Police Department shall commence with the first date of service as a Middleborough police officer, including any civil service or non-civil service provisional service. Seniority of employees promoted shall be determined by their date of promotion. Seniority of employees promoted on the same date shall be determined by their original date of hire.

(B) Seniority shall not be broken by vacation time, sick time, work related injury time, leave of absence as defined by this Agreement, or any call to military service.

(C) If an employee resigns voluntarily, transfers to another department, or is discharged for just cause; he/she shall lose all seniority.

(D) In the event of a reduction-in-force for lack of funds, lack of work, or for abolition of positions, layoffs shall be in inverse order of hiring and any recall to work shall be by seniority in the same or similar position.

(E) When a vacancy occurs in a permanent position within a shift, such vacancy shall be posted within one (1) week of such vacancy and shall remain posted for at least three (3) days prior to any appointment. Appointment shall be made within two (2) weeks of the last day of posting.

(F) Every four (4) months employees will have the opportunity to bid the shift of their preference. Preference to shift assignment shall normally be accorded to the senior bidder. However, for the good of the Department, such assignments may be filled with other than the senior bidder, who will be notified in writing of the reasons for non-selection. In the event of a disagreement, the aggrieved party may appeal to the Board of Selectmen in accordance with the grievance procedure. Bids shall be made no later than December 1, April 1, and August 1, and employees shall be notified by January 1, May 1 and September 1 of their shift assignments, which shall be effective on February 1, June 1 and October 1. All shift assignments, including split shifts shall be posted and bid hereunder. All approved shift bids shall be considered as permanent shift assignments until the next tri-annual bid, subject to Department needs to fill vacancies created by vacations, or vacancies created by illness, injury, or other reason for four (4) or more consecutive working days. Unless an officer on the affected line volunteers, such vacancies may be filled by altering shift assignments within the affected line on a non-overtime basis according to inverse seniority. However, no supervisor may be involuntarily reassigned in this manner for more than four (4) workdays in a bid cycle, as necessary, in order to avoid overtime. The Chief will provide reasonable advance notice to the officer being reassigned.

(G) All references to seniority in this Agreement shall mean seniority within the Middleborough Police Department.

(H) Notwithstanding any provisions in this Article or any other Article of this Agreement, the Chief and/or the Board of Selectmen shall have exclusive discretion to establish specialist positions in the Department and make assignments to such positions. Any such assignments will not be considered a shift assignment. The Chief and/or the Town will not

be arbitrary or capricious in making such assignments. The Town will honor its obligation under the law to negotiate over hours and stipends.

ARTICLE 4
DEATH LEAVE

In the event of a death in the immediate family of a member or their spouse, that member shall be granted up to four (4) days of leave without loss of pay. Immediate family is defined as spouse, children, mother, father, sisters, brothers, mother- and father-in-law, grandparents, spouse's grandparents, grandchildren, aunts, uncles, cousins, nieces, nephews, brother- and sisters-in-law, sons- and daughters-in-law, stepmother, stepfather, stepchildren and other members of the immediate household who reside with the employee. Each employee shall be granted one (1) days of leave per calendar year, without loss of pay, in the event of the death of a relative not included in the enumerated persons covered by this Article, or in the event of the death of a friend.

ARTICLE 5
UNIFORMS AND EQUIPMENT

(A) Upon promotion, the Chief of the Police Department or some person under his supervision and control shall supply the members exclusive of their uniform allowance referred to below, with all appurtances and equipment applicable to the newly acquired rank. At the time of separation from employment all equipment provided by the Department will be turned in to the Chief of Police and will be in good working order, as determined by the Chief, or will be replaced by the officer at the officer's expense.

(B) All officers covered by the terms of this Agreement will be provided an annual clothing and cleaning allowance in the amount of \$1,300, which will be paid to each officer directly by check as close to August 1 as possible. Effective for FY 2012, as an alternative, a member otherwise eligible for a clothing allowance may choose to receive it under a voucher reimbursement system established by the Department. Any balance on the

member's clothing allowance account as of June 1st will be paid by check to the member by the last pay period of the same fiscal year.

(C) Each officer in the Department will be assigned a locker.

(D) The Town will provide the initial issue of any change of uniform, required by the Town.

(E) Without further bargaining, the Police Chief can develop and implement a policy under which all officers are required to wear body armor/vests so as to insure the Police Department's eligibility for any state or federal funding for the cost of such body armor/vests.

ARTICLE 6

EXTRA PAID DETAILS

The following provisions shall govern the assignment of all extra paid details to police officers:

(A) It is agreed that officers are eligible to be scheduled for and work police details only on their off duty time or on any time when they are not specifically scheduled to perform police work, including but not limited to a shift or partial shift in the Department or court time. Officers will be paid only for those details actually worked. With advance approval of the Chief or his designee and provided that no expense is created for the Department, an officer will be allowed to arrange for early relief by another officer of the same bargaining unit in order to be available for a detail that begins before the end of the officer's regularly scheduled shift.

(B) Effective January 1, 2013, such details, except those worked for the Town of Middleborough shall be compensated at \$44 per hour. There will be four (4) hour minimum payment blocks. Time worked after eight (8) hours is paid in increments of two (2) hour

blocks and continues at two (2) hour blocks until the conclusion of the detail. Pay rate of time and one-half of the detail rate shall be paid for any details that exceed eight (8) hours.

(C) Details worked for the Town of Middleborough shall be compensated at the rate of \$34.00 per hour. Pay increments will be as follows: Four (4) hour minimum through the first four (4) hours, then hourly as determined by the job until its' completion. Effective July 1, 2011, details worked for Middleborough Gas & Electric will be paid in four (4) hour minimum payment blocks. Any work over eight (8) hours will be compensated for in two (2) hour blocks at the rate of time and one-half of the detail rates.

(D) The rate for strike details shall be time and one-half of the detail rates. Any details worked on weekends and holidays shall be compensated at a rate that is \$2.00 per hour greater than the then existing detail rate. Weekend details shall be those that begin at or after 6:00 P.M. on Friday through those that begin at or before 9:00 P.M. on Sunday. Any details worked for the purpose of keeping order at the site of a labor strike or work action shall require a two-officer minimum.

(E) The Chief of Police shall designate a person known as the Special Detail Officer to keep a record of all assignments. Said Special Detail Officer or his/her designee shall, on a voluntary basis, distribute first among regular full-time officers, as evenly as possible, using the daily detail distribution system, all the available paid details. The Special Detail Officer shall maintain the detail book of overtime assignments, which may be examined upon request by a representative of the Union. Details, overtime assignments, and/or filling of any work assignment will not be done by clerical help or dispatchers. The daily detail distribution system will determine the method(s) for filling details, overtime assignments, and any other work assignments that occur.

(F) Lieutenants and sergeants shall continue to receive extra paid details in a fair and equitable manner, on a voluntary basis, distributed first among regular full-time officers, regardless of rank, as evenly as possible, using the daily detail distribution system.

(G) Any officer who cannot fulfill his/her work assignment will notify the Desk Officer, in the absence of the Special Detail Officer, within 24 hours prior thereto so that another officer can be assigned, excepting illness, where there shall be a one and one-half hour notification. Any officer filling a non-posted assignment shall notify the Special Detail Officer forthwith. If the officer declines, his name will be dropped to the bottom of the work list.

(H) Paid Details: Any officer who is called or contacted by the Department for paid details may accept or refuse the detail.

(I) It shall be the responsibility of the Shift Supervisor to check all outside police details from time to time. An officer failing to fulfill a detail assignment will be removed from the work list for a period of time, not to exceed five (5) working days for the first infraction with an additional five (5) days for each additional infraction, not to exceed sixty (60) days.

(J) It shall remain the discretion of the Chief of Police to place an officer in charge of a detail whenever more than one (1) officer is assigned who shall be responsible for the proper performance of all officers assigned.

(K) A \$25,000 bank account will be established in the revolving account for the extra detail payments. Employees who work a detail shall be paid from the revolving account for such detail in their next paycheck, if funds are available, and the revolving account shall be replenished when payment is received from the entity that hired the officer to work the detail.

(L) Any contractor requesting detail officer(s), who fails to call or make the request at least 12 hours prior to the start of the detail, shall pay the officer(s) a minimum of eight (8) hours detail rate. Details cancelled two (2) hours prior to the start time will result in the assigned officer(s) being cancelled; however, less than two (2) hours' notice will result in the assigned officer(s) receiving four (4) hours detail rate pay. This clause will not apply to contractors who have never worked in the Town of Middleborough. When a private

contractor works for the Town, and the work requires a detail officer, it shall be a private detail.

(M) The Town agrees that the Chief or his designee shall have the authority to require that a detail officer be hired when he/she determines that work on, above or below a road or sidewalk creates a public hazard requiring the presence of a police officer. The Chief shall not exercise this authority to avoid requiring police details at work sites that have historically required police details.

(N) This section reflects the parties' intent to memorialize certain understandings they have reached about the matter of traffic control at public works and construction sites in the wake of the passage of Chapter 86 of the Acts of 2008 ("St. 2008, c.86") and the regulations and guidelines promulgated thereunder.

The parties agree that when the Chief or his designee decide that a police officer paid detail is required on a Public Works Project for which the Town is the Awarding Authority, the detail shall first be offered to a member of the bargaining unit on the same rotating basis currently in effect.

The Union recognizes that neither the Chief nor the Town have the authority or the obligation to require the use of a member of the bargaining unit or the payment of any rate, if such use and such payment is inconsistent with the terms set by any Commonwealth Entity pursuant to St. 2008, c.86 and the regulations and guidelines promulgated thereunder. Therefore, nothing in this Agreement will be interpreted to require the Town/Chief to use or request the Commonwealth Entity to use a member of the bargaining unit or pay a different rate. In the event that the Chief/Town chooses to make such a request, it shall not make the Chief/Town obligated to use a member of the bargaining unit or pay the difference in the rate.

ARTICLE 7
OVERTIME

(A) Overtime is defined as time worked by officers in excess of their normal shift hours as set forth in ARTICLE XIII. The Chief of Police or his authorized representative shall assign all overtime, including court time and extra shifts.

(B) Each hour of overtime shall continue to be paid at time and one-half of each officer's base weekly wages divided by forty. The "base weekly wage" shall continue to include compensation for educational credits under M.G.L. c.41, Section 108L.

(C) Any regular officer called back for duty shall be paid a minimum of four (4) hours at the rate of one and one-half times their hourly rate of pay.

(D) All overtime will be fairly and equitably distributed among all regular full-time officers. A revolving schedule for overtime assignments will be maintained and any refusal of overtime work by an officer shall be counted as an assignment worked.

(E) Extra non-scheduled work shall be first filled from the off-duty roster for the prescribed day.

(F) Any overtime worked that has not been assigned and/or authorized by the Chief of Police or his authorized representative shall not be paid overtime.

(G) Any overtime worked shall be compensated in increments of one-half (1/2) hours.

(H) Any officer may elect, at his/her discretion, to use compensatory time off in place of overtime hours worked. Compensatory, or comp time, will be time off from work calculated as the equivalent of the total hours of overtime worked and substituting comp time in its place. Compensatory time may be accumulated to a maximum of eighty (80) hours and at

no time will an officer be allowed to request comp time if that request will cause the officer's total hours of accumulated comp time to exceed eighty (80) hours. Compensatory time will be given at the request of the officer but subject to the needs of the Department, provided that no overtime is incurred by the granting of any compensatory time.

ARTICLE 8
SICK LEAVE PROGRAM

(A) Sick leave shall be considered to be absence from duty without loss of pay for the following reasons:

1. Illness or injury, except where it is directly traceable to employment by an employer other than the Town.
2. When an employee is required to undergo medical, optical, or dental treatment when such treatment cannot be accomplished on off-duty hours.

(B) Employees absent from duty under M.G.L. 41, Section 111F shall continue to receive their regular compensation and shall accumulate sick leave as provided in Section (D) below.

(C) For an employee hired before July 1, 2013, sick leave shall accrue at the rate of one and one-half (1-1/2) days per month to a maximum of eighteen (18) days per year. For an employee hired on or after July 1, 2013, sick leave shall accrue at the rate of one and on quarter (1-1/4) days per month to a maximum of fifteen (15) days per year. Maximum accumulation of sick leave will be two hundred and seventy-five (275) days. The fifteen (15) days a year accrual rate will be implemented effective July 1, 2015 and the Town will not deduct from any employee the days earned at the 18 day a year rate between July 1, 2013 and June 30, 2015.

(D) Sick leave shall accumulate during leaves of absence with pay, and during the time an employee is on authorized sick leave or vacation time, or under injured leave, not to exceed a period of nine (9) months duration.

(E) The Police Department shall maintain a record for each employee of sick leave used and accumulated, and it shall be posted on the bulletin board by the first of the following month.

(F) When an employee calls in sick, the employer shall have the right to have the employee examined by a physician chosen by the Town. If the employee refuses to submit to the examination, at the place of confinement, as set out above, it is understood and agreed to by the parties that the Chief of Police can and will exercise all of this authority in accordance with the Civil Service Rules and Regulations to discipline said employee for abuse of sick leave.

(G) If the demand by the Town for this medical examination is because of an absence of less than three (3) days, the expense of the examination shall be borne by the Town; if the absence is three (3) days or more, the expense of the examination shall be borne entirely by the employee.

(H) For an employee hired before July 1, 2015, upon retirement under Massachusetts General Laws, or death, the employee or the employee's estate will receive one day's pay (at the daily rate applicable to the employee when the employee last worked) for each three (3) days of accumulated sick leave, up to a maximum of seventy-five (75) days.

(I) A member may take up to five (5) days of accumulated sick leave:

1. To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as a parent-teacher conference or interview for a new school.

2. To care for a sick household member or to accompany them to routine medical or dental appointments, such as check-ups or vaccinations.

3. To accompany an elderly relative of the employee to routine medical or dental appointments or other professional services related to the elder's care, such as interviewing

at a nursing or group home.

4. Undefined family situations may occur in which the use of time, or additional use of time beyond five (5) days, may be approved by the Chief of Police.

(J) Subject to the limitations of Article VII, Overtime, Section (H), a supervisor who has reached an accumulation of 275 sick days and uses five (5) or fewer sick days in the subsequent year of maximum accumulation shall receive an additional five (5) compensatory days off.

ARTICLE 9
PERSONAL LEAVE

(A) Each employee shall be allotted four (4) personal days to commence on July 1st of each year, not to be deducted from sick leave.

(B) The use of personal days shall be at the discretion of the officer, provided not more than one (1) overtime position is created per shift. An additional personal day may be used solely for the purpose of attending job-related training.

(C) Four (4) days paid leave per calendar year shall be granted to up to three (3) Union officers to tend to Union business including, but not limited to, meetings, seminars, and conferences sponsored by the NEPBA and the NEPBA National Convention. The Union officer shall provide the Chief of Police, or his/her designee, with a minimum of one (1) week notice. In the event that the one (1) week notice is not possible, the time off may be granted with the Chief's approval.

(D) The local Union president, or his/her designee, shall be eligible for up to twelve (12) days off per calendar year, without loss of pay or benefits, and in addition to any other paid leave to which the employee is entitled, to tend to Union business at which his/her presence is required. The Union officer shall provide the Chief, or his/her designee, with a minimum

of one (1) week notice. In the event that one (1) week notice is not possible, the time off may be granted with the Chief's approval. If the Union president or his/her designee requests such time off and does not use it to tend to Union business, he/she may be disciplined.

(E) Effective July 1, 2004 the leave of absence without loss of wages, benefits or other privileges may be granted to one elected officer of the Union to attend the New England Police Benevolent Association (NEPBA) quarterly business meetings, and such leave shall not exceed four (4) days. Written notice will be given to the Chief of Police at least one (1) week before said meetings.

ARTICLE 10

COURT TIME

(A) Any employee who goes to court after his regular shift or on a day off will be paid a minimum amount equal to four (4) hours pay at time and one-half of his/her regular rate. Any time in excess of four (4) hours required in attendance at court will be paid at time and one-half his/her regular rate. If an employee is on the Departmental court list, and there is a cancellation, wherein the employee is not given twenty-four (24) hours advance notice of that cancellation, the employee will be paid an amount equal to two (2) hours of pay at the rate of time and one-half.

(B) A Police Officer on duty at night or on vacation, on furlough or on a day off, summoned to attend as a witness for, or on behalf of the Commonwealth or the Town in a criminal matter or a civil matter, in which the officer is a party defendant, or witness, which results from his or her duties as a Town Police Officer, shall be entitled to and receive the same as an employee in Section (A) of this Article.

(C) A member of the bargaining unit scheduled to work a day shift who is instead assigned to a Court appearance will return to complete the shift after the completion of his Court assignment unless the assignment requires him to remain at the Court past 2:30 p.m

ARTICLE 11
HOLIDAYS

(A) The following days shall be considered holidays: New Year's Day (January 1st); Martin Luther King Day; Presidents Day; Patriot's Day; Memorial Day; Independence Day (July 4th); Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas Day (December 25th). The aforementioned will be construed to guarantee each officer receives eleven (11) paid holidays, whether or not his/her day off falls on a holiday.

(B) Paid holidays shall mean additional compensatory time off, or a day's pay, at the employee's option.

(C) Effective each July 1, employees may elect to be paid in cash for more than five (5) holidays, provided that such election is submitted in writing to the Chief on or before the prior January 1, and that such election shall be irrevocable. Such holidays will continue to be paid in the employee's payroll period in which the holiday falls.

(D) If an employee requests permission to take a compensatory holiday within sixty (60) days after the holiday, and with twelve (12) hours advance notice, and such permission is denied, an additional sixty (60) days from the date of the denial shall be provided in which to request another day.

(E) Each sergeant of the bargaining unit shall be allowed to take up to seven (7) holidays as days off. The choice of the lieutenants, for any combination of pay or days off for paid holidays is unchanged.

(F) Any employee who works a holiday, in addition to any other previously agreed upon benefit, will receive an additional four (4) hours of straight pay for each shift worked.

(G) Employees shall be granted holiday days off at the discretion of the officer on the requested days provided not more than one (1) overtime position is created per shift.

ARTICLE 12
DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended or charged in any manner without just cause except under the Massachusetts General laws and/or the Civil Service Regulations.

When the Chief refers a complaint of a non-criminal nature against an employee to Internal Affairs, the employee shall be notified at the time the complaint is referred to Internal Affairs, and the employee may be interviewed prior to concluding the investigation. During this interview, the employee shall be informed of the nature of the complaint, and the identity of the complainant, if known, and the employee shall have the opportunity to present his/her story orally for the record. The employee may also be required by the Chief or Internal Affairs to submit a complete written report.

ARTICLE 13
HOURS OF DUTY OF PERMANENT MEMBERS OF THE
MIDDLEBOROUGH POLICE DEPARTMENT

(A) There shall be four (4) shifts in the Police Department, as follows:

Day Shift	8:00 A.M. to 4:00 P.M.
Evening Shift	4:00 P.M. to 12:00 P.M.
Late Evening Shift	12:00 A.M. to 8:00 A.M.
Impact Shift	6:00 P.M. to 2:00 A.M.

(B) Except in cases of emergency as determined by the Chief of Police, no officer shall be on duty for more than four (4) consecutive days, and at the end of the four (4) day period of duty, said officer shall not be required to return to duty until the expiration of two (2)

consecutive days thereafter; so that the work week of all police officers can be described as four (4) days on duty and two (2) days off duty.

(C) The Court Prosecutor, detectives, computer specialist, assistant computer specialist, E911 Coordinator, Juvenile/Resource Officer, and any other officer that the Chief determines should be assigned to a specialist position may be assigned to a five (5) day on duty and two (2) day off duty work schedule, provided that, on an annual basis they are granted time off equivalent to those on the four (4) and two (2). However, prior to any assignments, such positions shall be posted for ten (10) days.

(D) Due to the nature of the four (4) on and two (2) off schedule, it is agreed by the parties that no claim for pay shall be made on the requirement for all personnel to report to the station for roll call fifteen (15) minutes before the start of the assigned shift. It is common practice for supervisors to arrive at the station prior to the start of his/her shift in order to familiarize themselves with the happenings of the previous shifts; therefore, supervisors will receive an additional 15 minutes compensatory time off per each shift worked.

(E) Officers attending promotional training school as required by M.G.L. c.41, Section 96b, as amended, shall work a five (5) day week and shall not come under the regular four (4) and two (2) work schedule. They shall be paid on a forty (40) hour work basis.

(F) No officer, on the expiration of his regular shift, shall be required to return to duty (except with the officer's consent) until the expiration of the two (2) consecutive work shifts, other than in cases of emergency.

(G) Officers who are required to attend in-service training school shall serve a five (5) day on, two (2) day off work schedule in accordance with the school schedule. The employee shall have the option of compensatory time off equal to the days off that are lost on the four (4) on, two (2) off work schedule, or pay at the rate of time and one-half of the employee's regular hourly rate of pay for such days lost as defined in Article VII, Section (H).

(H) Except in cases of emergency, as determined by the Chief or his designee, no employee shall be assigned to three (3) consecutive eight (8) hour work shifts and/or details.

(I) Employees shall be permitted to swap tours of duty provided:

- (1) The swap involves no additional cost to the Town; and
- (2) Subject to the prior approval by the Chief, lieutenants shall be allowed to change their hours of duty provided the change results in no additional cost to the Town.

(J) A shift shall consist of at least five (5) uniformed officers, at least one of whom must be a supervisor. The administrative lieutenant or the Chief can fill the one supervisor requirement. On the 8 a.m. – 4 p.m. shift, except for holidays, when the regularly scheduled shift supervisor is absent, the Chief may assign a senior patrol officer who is already working to serve as shift supervisor. For all shifts, where the regularly scheduled supervisor is absent and the Chief or his designee determine that a supervisor has to be called in, a member of the Superior Officers bargaining unit will be called first. If a bargaining unit member is not available to fill the shift, a senior officer may be called in. For purposes of this section, a senior officer is a patrol officer with at least six (6) years' experience within the Middleborough Police Department.

(K) Employees accumulating compensatory time, exclusive of Article XIII, Section (D), will be compensated at the rate of time and one-half the hours worked.

ARTICLE 14

VACATIONS

(A) Employees may accumulate vacation time based on the following schedule:

1. Thirty (30) weeks through five (5) years of service: 10 (ten) work days
2. More than five (5) years through 10th (tenth) year: 15 (fifteen) work days
3. More than ten (10) years' service: 20 (twenty) work days
4. More than fifteen (15) years' service: 25 work days

5. More than twenty-five (25) years' service: 30 work days

(B) Sergeants may carry over up to ten (10) days of vacation time each year. Lieutenants may carry up to thirty (30) days of vacation time each year. Sergeants may take up to fifteen (15) days of vacation in increments of one (1) day or more.

Lieutenants may take vacation days in single day increments up to the maximum accumulation. No sick leave shall be granted to the employee during the vacation period. Employees shall be granted these vacation days off at the discretion of the officer on the requested days, provided no more than one (1) overtime position is created per shift.

(C) No more than two (2) uniformed Sergeants may take vacation during the same week.

ARTICLE 15

WAGES

(A) Wage Schedule:

Effective July 1, 2016: 3 % (three percent) increase

Sergeants:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1302.50	1341.57	1381.83	1424.38	1465.99	1509.95

Lieutenants:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1736.45	1788.54	1842.20	1897.48	1954.39	2013.03

Effective July 1, 2017: 2 % (two percent) increase

Sergeants:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1328.55	1368.41	1409.46	1452.86	1495.31	1540.15

Lieutenants:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1771.17	1824.31	1879.05	1935.43	1993.47	2053.29

Effective July 1, 2018: 3 % (three percent) increase

Sergeants:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1368.41	1409.46	1451.75	1496.45	1540.17	1586.36

Lieutenants:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1824.31	1879.04	1935.42	1993.49	2053.28	2114.88

(B) Employees who are assigned to a permanent shift assignment between the hours of 4:00 P.M. to 12:00 Midnight shall receive an additional payment of six (6%) percent of his/her straight time hourly rate of pay for all hours worked between the hours set out above. Employees who are assigned to a permanent shift assignment between the hours of 12:00 Midnight to 8:00 A.M. and the impact shift between the hours of 6:00 P.M. and 2:00 A.M. shall receive an additional payment of eight (8%) percent. No additional payment shall be made to employees who are on special detail, as defined in Article VI of this Agreement, court appearances or any work performed other than on a Departmental work schedule. The shift differential paid to an officer working the two "split shifts" shall be at the higher differential rate.

ARTICLE 16

LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay are matters reserved to the Appointing Authority. Employees who exhaust all sick leave and are taken off the payroll shall not receive any pay or accrue any benefits.

ARTICLE 17

GRIEVANCE PROCEDURES

(A) The purpose of the Grievance Procedure shall be to settle employee grievance on as low a level as possible so as to insure efficiency and employee morale. A grievance is defined as

a dispute concerning the interpretation or application of an express, specific provision of this Agreement. All references to days will mean calendar days. The failure of the Union or the employee to meet the timelines in the grievance procedure shall constitute a waiver of the grievance. Such disputes may be processed as a grievance under the following procedure:

Step 1. Grievance must first be reduced to writing and presented by the employee to the Chief of Police on regular NEPBA grievance forms within ten (10) days of the action or incident giving rise to the grievance or within ten (10) days of when the employee knew or should have known of the action or incident giving rise to the grievance. An earnest effort shall be made by both parties to adjust the grievance in an informal manner at this level. A Union representative has the right to meet with the employee and/or to present the grievance. The Chief of Police shall meet with the employee and his representative within three (3) days from the time the grievance is presented to him and shall answer the grievance in writing within five (5) days after the meeting.

Step 2. If the grievance is not resolved in Step 1, the employee and his representative of the Union may refer the complaint to the Board of Selectmen within seven (7) days from the receipt of the Step 1 answer. The Board of Selectmen, or its designee, shall meet with the employee and his representative within fifteen (15) days or the first regularly scheduled Selectmen's Meeting after the 15-day period has expired, to discuss the grievance. The Board will answer the grievance in writing within fifteen (15) days after the meeting ends.

Step 3. If the grievance is not adjusted satisfactorily in Step 2, the Union's Grievance Committee shall determine whether to submit the grievance to arbitration within thirty (30) days of its receipt of the Step 2 response from the Board of Selectmen. Such submission shall be by certified letter to the Board of Selectmen. The parties shall endeavor to select a mutually agreeable arbitrator within fifteen (15) days of receipt of the submission to arbitration. Absent such agreement, the American Arbitration Association shall be asked to administer the arbitration in accordance with its rules. The parties thereto shall share equally in the cost of the arbitration proceeding. However, each party shall pay their own cost of preparation and presentation before the Arbitrator. The decision of the Arbitrator

shall be final and binding upon the parties. All the grievances beyond Step 1 shall be presented in writing throughout the steps of the grievance and arbitration procedure, and shall state in reasonable terms the provisions of the contract that are violated and the relief sought. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing. Any of the time limits outlined in this Agreement may be changed at any time, in writing, by mutual agreement of the parties

(B) Each party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.

(C) The Union shall be entitled to submit a grievance in the name of the Union in the same manner as provided therein for employees, said submission to start at Step 2 in the Grievance Procedure.

(D) The arbitrator's decision shall be final and binding on the parties in accordance with M.G.L. c 150C, provided however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including a decision by a court or competent jurisdiction that the arbitrator's award: (1) is arbitrary or capricious; or (2) misinterprets or misapplies any provision of Law.

ARTICLE 18

GROUP INSURANCE

(A) The Town's contribution to the PPO and POS plans it offers will be 60% (sixty percent) of the monthly premium. The Town's contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium for employees hired prior to July 1, 2013. The Town's contribution to the HMO plan it offers will be 70% (seventy percent) of the monthly premium for employees hired on or after July 1, 2013. Except for Town's

contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage.

(B) The October 2013 Memorandum of Agreement To Provide Health Insurance Through the Group Insurance Commission July 1, 2014 under which the Town health insurance program will move to the GIC effective July 1, 2014 is incorporated by reference (“2013 PEC Agreement”).

Effective July 1, 2013, a bargaining unit member who is otherwise eligible for enrollment in a town health insurance plan, and has been enrolled in a Town plan continuously for two (2) consecutive fiscal years, will receive an annual stipend for opting out/waiving participation in town health insurance in the amount of \$1,000 (individual plan) or \$2,500 (family plan). In addition to the above, other conditions for the annual stipend are:

1. The employee is not covered under a town plan subscribed to by another employee of the Town or School Department; and,
2. The employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment.

If there is a qualifying event which means that an employee who is receiving an opt-out payment needs to re-enroll in Town health insurance, the payment will be pro-rated based on the number of months that the employee was not enrolled.

Assuming the employee stays off the health insurance for a full year, the first half of the stipend will be paid during the 6th month and the second half of the stipend will be paid during the 12th month.

(C) The Town will make available and pay the administrative costs for a Flexible Spending Account (FSA) that covers medical expenses and dental care.

(D) All employees shall be covered by liability insurance of up to one million dollars (\$1,000,000) for cruiser accidents.

(E) All insurance deductions shall be made no more than bi-weekly.

ARTICLE 19

EDUCATIONAL INCREMENTS

(A) Employees hired before July 1, 2009, and previously participating in the educational incentive program known as the “Quinn Bill” pursuant to M.G.L. c. 41, § 108L as of that date, shall continue to receive education incentive pay pursuant to that statute, notwithstanding underfunding of the reimbursement towards the incentive program by the Commonwealth of Massachusetts and the repeal of c. 41, § 108L. “Previously participating” shall be defined for this section as any member who had obtained at least an Associate’s degree prior to July 1, 2009.

1. Employees who possess an Associate’s degree or sixty credits earned towards a Baccalaureate Degree from a four-year accredited college or university shall receive an education incentive of ten percent (10%) of his/her base salary per year, payable in a pro rata amount in the employee’s regular paycheck. The Associate’s degree/credits must be in Criminal Justice or a law enforcement field.

2. Employees who possess a Bachelor’s Degree from a four-year accredited college or university shall receive an education incentive of twenty percent (20%) of his/her base salary per year, payable in a pro rata amount in the employee’s regular paycheck. The Bachelor’s degree must be in Criminal Justice or law enforcement field.

3. Employees who possess a Master’s Degree or Juris Doctorate from an accredited college or university shall receive an education incentive of twenty-five percent (25%) of his/her base salary per year, payable in a pro rata amount in the employee’s regular paycheck. The Master’s degree must be in Criminal Justice or law enforcement field.

(B) Effective the first full pay period after July 1, 2015, Employees who are not eligible for education incentives as described in section A (“Quinn Bill” incentives), including all employee officers hired on or after July 1, 2009, shall receive an education incentive based upon their educational attainments, as set forth below.

1. Employees who possess an Associate’s degree or sixty credits earned towards a Baccalaureate Degree from a four-year accredited college or university shall receive an education incentive of five percent (5%) of his/her base salary per year, payable in a pro rata amount in the employee’s regular paycheck. The Associate’s degree/credits must be in Criminal Justice or a law enforcement field.

2. Employees who possess a Bachelor’s Degree from a four-year accredited college or university shall receive an education incentive of ten percent (10%) of his/her base salary per year, payable in a pro rata amount in the employee’s regular paycheck. The Bachelor’s degree must be in Criminal Justice or law enforcement field.

3. Employees who possess a Master’s Degree or Juris Doctorate from an accredited college or university shall receive an education incentive of twelve and a half percent (12.5%) of his/her base salary per year in a pro rata amount in the employee’s regular paycheck. The Master’s degree must be in Criminal Justice or law enforcement field.

The pay in sections A and B above shall be included in base/annual salary in computing sick pay, holiday pay, vacation pay, injured leave pay, overtime (in accordance with Article 7 herein), and other compensable leave, and shall be deemed and is regular compensation (defined by M.G.L. c 32) for pension/retirement purposes.

Accreditation for the purposes of the colleges and universities granting the degrees for which compensation will be paid shall mean accreditation by the New England Association of Schools and Colleges (NEASC) or an equivalent regional accrediting agency in another region. Programs granting degrees recognized for the purposes of this Article must be

reasonably rigorous, and programs delivering content primarily through on-line methods may be scrutinized to a greater extent, as will programs granting credits for “life experience.”

The parties intend that any educational incentive paid hereunder will satisfy or be applied towards the requirements of any future statutory education incentive program should such a program be enacted and be applicable to police officers. If available under such future enactment, the Town may seek financial support from the Commonwealth for such program, and may take such administrative steps as may be required to accomplish this purpose.

Other than for the educational incentive payments being paid by the Town prior to July 1, 2015, which are grandfathered, the Town shall determine whether the degree qualifies for the educational incentive payments set forth above, including the colleges and programs that will be acceptable and the procedure for notifying the Town of a degree and the proof required.

ARTICLE 20

TRAINING

At the option of the Town, employees may be required to undergo a continuing program of physical training and periods with training in the use of firearms. Such programs will be conducted within the hours and other limitations of this contract.

ARTICLE 21

UNION DUES DEDUCTION

In accordance with the provisions of M.G.L., Chapter 180, Section 17A, the Town agrees to deduct Union dues from the paychecks of the employees who have signed a membership form and who have authorized such deductions in writing and to mail said dues with a list of employees from whom dues have been deducted to: NEPBA, 7 Technology Drive, Suite 102, Chelmsford, MA 01863, in accordance with present practice.

ARTICLE 22
SPECIALIST

(A) An employee who has been assigned by the Chief and who has worked for a full twelve (12) month period as of June 30 in the specialist classifications of Detective, Prosecutor, Safety Officer/Crime Prevention Officer, K-9 Dog Handler, Field Training Officer, Firearms Instructor, Information Technology Officer or Juvenile/Resource Officer shall receive a five (5) percent increase to the base hourly rate for any hours worked in these positions.

(B) Although an employee may hold more than one specialist rating, he/she shall not be compensated for more than one (1) specialist rating.

(C) Officers will assist the Town in seeking Certification while moving into a new public safety facility. The parties agree that nothing contained in this Article is intended to or shall be construed in a manner that would waive the rights and obligations of the Town and/or the Union under Massachusetts General Law Chapter 150E, specifically the exercise by the Town of its management rights is subject to the right and obligation of the Town and the Union to negotiate in good faith under section 6 of Massachusetts General Law Chapter 150E, as interpreted by applicable case law.

Effective the first full pay period after July 1, 2016 officers will receive an increase of one percent (1%).

Effective the first full pay period after July 1, 2018 officers will receive an increase of one percent (1%). The aforementioned increases are figured into the base pay listed in Article 15 Wages.

ARTICLE 23
NO STRIKE CLAUSE

(A) No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, participate in, sanction, or ratify any strike, work stoppage, slow down, or withholding of services.

(B) Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slow down, or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the municipal employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slow down, or withholding of services, and return to work forthwith.

ARTICLE 24
MUTUAL AGREEMENT

(A) The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party, however, may, at any time, make demands and propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals, and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by written amendments, which shall be signed by representative of the parties duly authorized by the Town and the Union.

(B) In connection with the exercise of rights under Article II, Management Rights, which exercise impacts upon a mandatory subject of bargaining, the following procedures shall apply:

- A. The employer shall give notice of its contemplated action.
- B. The Union may request a meeting to negotiate such impact.
- C. The parties shall commence negotiations in a timely fashion.
- D. 1. The fact that such negotiations have not concluded shall not operate to delay the exercise of the Employer's rights under this Agreement, including but not limited to the right to implement all or part of the contemplated action.
2. Prior to any such implementation, the employer shall not operate to terminate the obligation to continue such negotiations for a reasonable period of time.

ARTICLE 25

PAID INJURY LEAVE

(A) Except as specifically abridged by the provisions of this Article, M.G.L. Chapter 41, Section 111F shall continue in force and effect during the term of this Agreement.

(B) Employees on injured leave shall be paid in accordance with M.G.L. Chapter 41, Section 111F.

(C) Employees claiming paid injury leave under M.G.L. Chapter 41 Section 111F, or seeking indemnification under M.G.L. Chapter 41, Section 100 or related Section shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

1. Provide affirmative evidence of compliance with each required element set forth in M.G.L. Chapter 41, Section 111F.
2. Notify the Chief of any change in medical condition, including but not limited to, any hospitalization; and
3. Provide relevant medical documentation pertinent to the diagnosis and treatment of the injury or illness for which compensation or reimbursement is claimed including a

doctor's certificates. Exacerbation or reappearance of prior symptoms of illness or injury will require fresh evidence of eligibility at the time of each exacerbation or reappearance, and must be processed as fresh claims notwithstanding any prior determination of eligibility.

4. Submit a complete report on the incident in which the officer was injured as soon as the officer is physically able to do so after the injury. The report will be submitted on a Standard Report Form, mutually agreed to by the parties.

(D) Placement of an injured employee on paid injured leave after an illness or injury does not by itself constitute a determination of eligibility for paid injured leave under this Article, nor a waiver by the Town of its right to deny paid injured leave.

(E) If more than one (1) employee is on injured leave at the same time, any such employee who is determined to be capable of performing light duty in accordance with M.G.L. Chapter 41, Section 111F, may be required by the Town to accept light duty, on a half-time basis. The Chief of Police shall determine which shift a light duty employee will work, and any such "light duty" will consist of police-related duties.

(F) This Article supersedes any conflicting provisions of M.G.L. Chapter 41, Section 111F.

ARTICLE 26

PHYSICAL AND PSYCHIATRIC EXAMINATIONS

(A) The Town may require an employee to undergo a physical, psychological and/or psychiatric examination when it determines that there is probable cause to do so.

(B) Upon request, an employee shall be provided a written statement of the reason(s) for the examination.

(C) The Town shall designate the physician, psychiatrist, psychologist or other specialist who shall make the examination or provide the treatment.

(D) The Town shall bear the expense of any initial examination. If the examination results in a determination that the employee is incapacitated within the meaning of Article XXV, Paid Injury Leave, payment for subsequent expenses shall be governed by M.G.L. Chapter 41, Section 100, or related sections. If the examination results in a determination that the employee is incapacitated for other reasons or requires psychological therapy, payment for subsequent expenses shall be borne by the employee. At his/her own expense, an employee may supplement such examinations or treatment by obtaining the services of a physician or psychologist of his choice. Any conflict between the opinion of the Town designated physician or psychologist and the employee designated physician or psychologist may be submitted before any treatment recommended by the Town's designated physicians or psychologist commences to a third physician or psychologist selected mutually by the Town and employee, or their designated physicians or psychologists. The cost of such examination shall be shared by the Town and the employee.

The Town and employee shall each receive copies of the results of such examination, which shall be considered by the Town in any action not subject to Civil Service.

(E) Employees undergoing examination or treatment shall provide a release to the Town, and to all other designated physicians or psychologists, for all relevant documentation. The Town shall also have access to sufficient information to verify attendance at examinations, and participation in scheduled treatment.

(F) An employee may submit a grievance whether the stated reasons are, in fact, the actual reasons for requiring him/her to undergo an examination or treatment. If the employee can show that there were invidious reasons for such requirement, but for which it would not have been imposed, then a grievance may be remedied by appropriate revisions in the employee's personnel file. Under no circumstance may a work assignment be altered as a mandatory remedy in such cases, except where the employee is found fully capable of performing his/her police duties.

ARTICLE 27
OTHER LEAVES

(A) A full-time female employee who has completed her probationary period and who is absent from her employment with the Town for a period not exceeding twelve (12) weeks for the purpose of giving birth, shall be granted maternity leave without pay.

(B) Members of the bargaining unit who are required to perform duty in the National Guard or Reserve forces will be entitled to time off at full pay and allowances for a period not to exceed seventeen (17) days per year. Notification of the specific period(s) will be made to the Chief of Police or his/her representative no later than fourteen (14) days in advance of such duty. Military duty under this section is limited to annual training, but may include duty as ordered by military or state authorities in the interests of National Security or for State and Federal emergencies.

(C) Employees who take a promotional exam on a day on which they are scheduled to work will be relieved from duty on that day with no loss of pay or benefits.

ARTICLE 28
TERMS, AMENDMENTS, AND MODIFICATION OF THE AGREEMENT

(A) It is understood and agreed by the parties that this Agreement is subject to all applicable existing or future State Laws and Town By-Laws.

(B) Should any Article, Section or portion thereof of this Agreement be held unlawful or invalid by any Court, agency or board of competent jurisdiction, or in conflict with existing State Laws, such decisions shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon issuance of such a decision the parties agree to immediately negotiate a substitute for the invalidated article, section or portion thereof, if agreed by mutual consent of the parties. The remaining part or provisions shall remain in full force and effect.

(C) This Agreement shall continue to be in full force and effect from July 1, 2016 to June 30, 2019.

(D) Either party may recommend any or all parts of the Agreement to be re-opened for negotiations provided one of the parties advises the other in writing not later than ninety (90) days prior to the termination date of this Agreement.

(E) This Agreement shall remain in full force and effect until such time as a new Agreement has been reached.

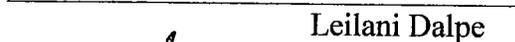
DATED THIS 1st DAY OF Nov., 2016 at the Town of Middleborough,
County of Plymouth

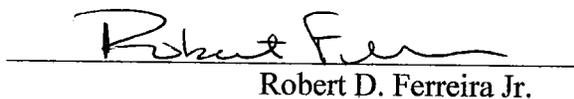
Town of Middleborough

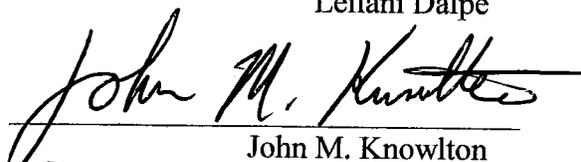
Middleborough Police Superior Officers' Union,
New England Police Benevolent Association
LOCAL 96


Allin Frawley

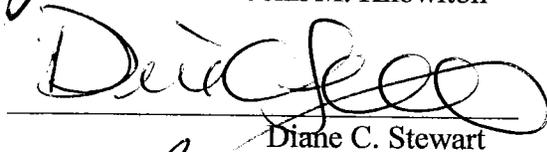

Deborah A. Batista

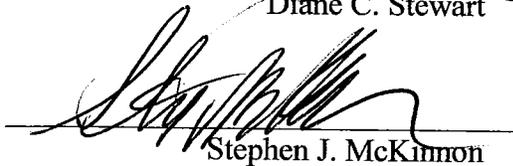

Leilani Dalpe


Robert D. Ferreira Jr.


John M. Knowlton


David A. Beals Jr.


Diane C. Stewart


Stephen J. McKinnon