AGREEMENT

BETWEEN

THE

TOWN OF BOXBOROUGH

AND

LOCAL 200 MASSACHUSETTS COALITION OF POLICE

JULY 1, 2018 through JUNE 30, 2021

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AGREEMENT
between
THE TOWN OF BOXBOROUGH
and
LOCAL 200 MASSACHUSETTS COALITION OF POLICE

This Agreement, entered into by the Town of Boxborough, hereinafter referred to as the EMPLOYER, and the Massachusetts Coalition of Police, MCOP Local 200, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - DEFINITION OF BARGAINING UNIT

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for full-time Police Officers, Sergeants and probationary EMPLOYEES each hereinafter referred to as the EMPLOYEE and excluding all others.

The EMPLOYER will not aid, promote, or finance any labor group or organization that purports to engage in collective bargaining or make agreement with any group or individual for the purpose of undermining the UNION or changing any condition contained in this agreement.

All new EMPLOYEES shall be considered probationary EMPLOYEES during the first twelve (12) months of service. Within twenty-one (21) days prior to the end of such twelve (12) months, each such EMPLOYEE'S status will be reviewed by the Chief or his/her designee and the Board of Selectmen and the EMPLOYEE will be made a permanent EMPLOYEE or his/her employment with the EMPLOYER shall be terminated.

ARTICLE 2 - RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive collective bargaining representative for all of the EMPLOYEES defined in Article 1 above.

ARTICLE 3 - COMPLETE AGREEMENT

This document and the current or future mutually accepted job descriptions constitute the complete Agreement between the EMPLOYER and the UNION. It is acknowledged that during negotiations that resulted in this Agreement, each and all had the unlimited right and opportunity to make proposals with respect to any subject or matter appropriate for 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. This Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement. No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. This Agreement is not intended to violate any Federal, State, County or Municipal Laws, nor shall anything in this Agreement be interpreted as diminishing the right of the EMPLOYER to determine and prescribe the methods and means by which its operation of the Police Department shall be conducted, except to the extent expressly abridged by a specific provision of this agreement.

Section 2. The EMPLOYER shall exercise the customary rights and responsibilities of the management of the Police Department. The EMPLOYER shall have the exclusive right to manage the Police Department, to direct the working forces, to contract and sub-contract, to determine the operations, the methods, the processes and procedures, the schedules and work assignments. The EMPLOYER has the right to hire, layoff, promote, demote, transfer, assign, discipline or discharge for cause, maintain discipline, and require the observance of the EMPLOYER'S reasonable rules and regulations. The EMPLOYER may dismiss any EMPLOYEE for cause. The EMPLOYER may relieve EMPLOYEES from duty because of lack of work or other proper reasons. The EMPLOYER has the exclusive and sole right to determine and maintain equitable standards of performance, and to attain and maintain efficiency.

Section 3. The failure of the EMPLOYER to exercise, or the decision of the EMPLOYER not to exercise, any of its management rights in one or more instances shall not be deemed to be a waiver by the EMPLOYER if it chooses to enforce the right or rights in any other instance or instances. The failure of the UNION to exercise, or the decision of the UNION not to exercise, any of its rights in one or more instances shall not be deemed to be a waiver by the UNION if it chooses to enforce the right or rights in any other instance or instances.

ARTICLE 5 - PERFORMANCE EVALUATION

Section 1. Every EMPLOYEE shall receive, as often as the Chief deems necessary, but not less than annually, a written performance appraisal and evaluation report.

Section 2. Every EMPLOYEE shall have an opportunity, within thirty (30) days, to discuss the evaluation report with the Chief for the purpose of understanding. Afterwards a copy of such report shall be placed in his/her personnel file. The employee shall affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates his/her agreement with the contents thereof. If the EMPLOYEE disagrees then that EMPLOYEE will have the opportunity to add his/her own statement to his/her file.

Section 3. Performance appraisal and evaluation reports shall not be deemed public records as that term is defined by M.G.L. Chapter 4, Section 7 and access thereto shall be limited to the EMPLOYEE, his/her designees, the Selectmen, the Chief, their agents and those persons who are authorized by law to have access to personnel records of the EMPLOYER.

Section 4. Nothing contained in the Article shall be deemed subject to the grievance procedure under this agreement.

ARTICLE 6 - JUST CAUSE

EMPLOYEES who have passed their probationary period of one year shall not be disciplined or discharged without just cause. The UNION president shall be notified in writing of the discipline of any EMPLOYEE after the discipline is given.

ARTICLE 7 - DRUG FREE WORKPLACE

Section 1. The UNION agrees to abide by the EMPLOYER'S Drug-Free Workplace Policy.

Section 2. This policy shall not apply to EMPLOYEES lawfully engaged in investigative or enforcement actions nor to any other activity within the lawful scope of the powers and duties of law enforcement officers.

ARTICLE 8 - DUTIES

EMPLOYEES shall not be expected to perform the duties of any other Town EMPLOYEE or town official except in cases of public safety, public peace or when police assistance is needed.

ARTICLE 9 - SENIORITY

Seniority of an EMPLOYEE covered by this Agreement shall be determined by the longest period of continuous employment as a full-time, permanent EMPLOYEE. Prior service, service on other police departments, and military service shall not be considered.

ARTICLE 10 - LAY OFF

If the EMPLOYER finds it necessary to lay off EMPLOYEES due to economic or budgetary reasons, the procedure set forth in this Article will apply.

Step 1. The UNION will be notified whenever possible three (3) weeks in advance of any lay off and, insofar as practicable, of the number, names and occupational classifications of those EMPLOYEES who are affected by the lay off.

Step 2. If a lay off is necessary, EMPLOYEES shall be laid off in the inverse order of seniority. Seniority shall be determined as described in Article 9.

Step 3. The EMPLOYER will give each EMPLOYEE who is laid off either three (3) weeks notice or three (3) weeks pay in lieu of notice.

Step 4. Probationary EMPLOYEES will be laid off before regular EMPLOYEES.

Step 5. Full time EMPLOYEES laid off pursuant to this agreement shall have first right of refusal for reinstatement as full time EMPLOYEES should full-time laid off positions be rehired. Full time EMPLOYEES laid off pursuant to this agreement shall have first right of refusal should part-time positions be hired. A refusal by a

former full-time EMPLOYEE laid off pursuant to this agreement to accept a part-time position shall not affect or alter the EMPLOYEE'S first right of refusal for reinstatement to a full time position. The last full time EMPLOYEE to be laid off shall be tendered the first offer if a position is rehired within five years of that EMPLOYEE'S lay-off. The procedure shall be as follows:

a) The EMPLOYEE will be responsible for notifying the Chief of Police by certified mail of his/her current mailing address for the duration of the rehire period.

b) The EMPLOYER will notify the laid-off EMPLOYEE(S) of restored full-time EMPLOYEE openings by certified mail. The notice must be postmarked within fifteen (15) days after the position has been officially restored.

c) The laid-off EMPLOYEE(S) will be notified that they have fifteen (15) days to respond to the notice. The fifteen (15) days shall begin to toll on the date that the certified letter was received by the laid-off EMPLOYEE.

d) If the laid-off EMPLOYEE chooses to return to duty, the EMPLOYEE will submit to (at the EMPLOYER's expense) a pre-employment medical examination by the same physician the EMPLOYER utilizes for annual EMPLOYEE physicals. The EMPLOYEE shall notify the Chief of Police that the EMPLOYEE chooses to be re-employed by the EMPLOYER by certified mail.

e) A laid-off EMPLOYEE may be offered re-employment at the same or a lower rank provided that the lower rank is not lower than the rank of full-time EMPLOYEE.

ARTICLE 11 - HOURS OF WORK

Section 1. The regular work week of all EMPLOYEES, except the officer working the Detective/Court Prosecutor assignment, shall consist of four (4) eight (8) hour shifts and two (2) consecutive days off. One week shall be defined as the period starting on Thursday at 0001 hours (Thurs. 12:01 AM) and ending on Wednesday at 2400 hours (Wed. 12:00 Midnight). An alternative schedule may be arranged by mutual agreement between the UNION and the Chief of Police.

The Detective/Court Prosecutor assignment will work a 5 days on, 2 days off, Monday to Friday day schedule with 17 comp days to be accrued as follows: July 31 (1 day), August 31 (1.5), September 30 (1.5), October 31 (1.5), November 30 (1.5), December 31 (1.5), January 31 (1), February 28 (1.5), March 31 (1.5), April 30 (1.5), May 31 (1.5) June 30 (1.5) (17 total).

A stipend in the amount of $208.33 per month shall be paid to the officer actually performing the Detective/Court Prosecutor 5/2 duties during that month. In the event that the Chief of Police adds a Detective 4/2 assignment, the amount of the monthly stipend shall be apportioned between the officers actually performing the Detective duties during a given month as follows: Detective/Court Prosecutor 5/2 = $138.89 and Detective 4/2 = $69.44. At no time shall the total amount of stipend paid in any one month to all officers exceed $208.33.

If the number of full-time officers, exclusive of the Chief of Police, totals ten (10) or more, the Employer may offer one flex shift. In the event that the number of full-time officers, exclusive of the Chief of Police, totals nine (9) or fewer, a flex shift shall not be offered. The flex shift shall be offered to officers as is any other shift per the

current contract. The flex shift shall be four (4) consecutive days on duty followed by two (2) consecutive days off. The officer assigned to the flex shift may be moved outside of his/her four day on/two day off work week rotation or approved day off with his/her consent. There will be at least seven (7) days notice provided to flex officer for any shift changes. Such changes shall be mutually agreed upon between the Chief and the flex officer whenever possible.

Section 2. The EMPLOYEES will bid shift assignments. EMPLOYEES will bid shift assignments on the basis of seniority every (6) months. The Chief or his/her designee will offer shifts based upon the personnel available and the staffing needs of the department. The Chief may offer the Sergeants supervisory shifts. This agreement shall not preclude the Chief, and the UNION from reaching a mutually agreeable alternative schedule during each six (6) month term should there be a serious staffing shortage.

Not less than thirty (30) days prior to the end of each six (6) month cycle the Chief or his/her designee shall post the shifts available for bid. The EMPLOYEES will submit their bids to the Chief on a suitable form within ten days of the posting. Not less than ten days prior to the end of six (6) month cycle the Chief or his/her designee will assign shifts based upon the bids and by seniority and shall post the schedule for the next six (6) months.

Section 3. The Chief or his/her designee may order an EMPLOYEE to duty contrary to Section 2. An EMPLOYEE may not be ordered to work under this Section if s/he is on sick leave, authorized personal leave, bereavement leave, leave of absence, or injured on duty status. An EMPLOYEE may not be ordered to work with the sixteen (16) hours immediately preceding or following bereavement leave. Ordering in EMPLOYEES will be determined by the "Order In Rotation" policy to be established by the Chief in consultation with the Union.

Every reasonable attempt will be made to fill shifts without ordering employees to work. Officers who are ordered in with less than 24 hours' notice shall be paid at a rate of double time.

Section 4. All EMPLOYEES may be allowed to exchange shifts with the prior approval of the Chief or his/her designee provided that it can be done at no cost to the EMPLOYER.

ARTICLE 12 - WAGES

Section 1. If a new EMPLOYEE has completed the Full-time Basic Recruit Academy training for full-time municipal police officers as approved and certified by the Municipal Police Training Committee (MPTC), OR if the new EMPLOYEE has obtained a waiver of permanent exemption excusing that EMPLOYEE from MPTC Basic Police Recruit Academy Training, the new EMPLOYEE may start at step "A2" on the wage scale. Proof of Academy graduation or permanent exemption is required. If a new EMPLOYEE has not completed training or obtained an exemption at the time of hire, the EMPLOYEE will start at step "A1" and advance to step "A2" upon successful completion of Academy training or obtaining a permanent exemption from the MPTC and presentation of proof thereof to the Chief of Police.

Section 2. All Existing EMPLOYEES will move from Step to Step each July 1, except those EMPLOYEES who have been issued a suspension for misconduct of three (3) or more days during the most recent fiscal year. Should the discipline be subsequently reduced below three (3) days by an Arbitrator or by agreement, the EMPLOYEE shall receive the step increase retroactive to July 1st of the applicable year.

Section 3. New EMPLOYEES will be hired at Step A1 (or at another Step if so determined by the Board of Selectmen). New EMPLOYEES hired before January 1, move to the next step on the following July 1. New

EMPLOYEES hired after January 1, move to the next step on the July 1, after completing a full year of employment.

Patrol:

	Step A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FY18	23.61	25.50	26.16	26.85	27.55	28.26	29.00
FY19: 2.00%	24.08	26.01	26.68	27.39	28.10	28.83	29.61
FY20: 2.00%*	24.56	26.53	27.22	27.93	28.66	29.40	30.50
FY21: 2.00%	25.06	27.06	27.76	28.49	29.24	29.99	31.11
Overtime	150% of hourly rate						

*FY20 Step 6: 3% Wage increase

Sergeants:

	Step 1	Step 2	Step 3
FY18	32.23	32.81	33.39
FY19: 2.00%	32.87	33.46	34.05
FY20: 2.00%	33.85	34.46	35.07
FY21: 2.00%*	34.53	35.15	36.09
Overtime	150% of hourly rate		

*FY21 Step 3: 16% above Patrolman Top Step

Section 4. SHIFT DIFFERENTIAL

EMPLOYEES working evening (3:00 PM to 11:00 PM) and overnight (11:00 PM to 7:00 am) shifts shall receive shift differential as follows:

Day Shift:	No Differential
Evening Shift:	$0.90 per hour
Overnight Shift:	$1.30 per hour

EMPLOYEES working a split shift (Ex. 6 PM until 2 AM) will be paid differential based upon the actual number of hours worked in that shift. (6PM until 2AM) would receive evening shift differential until 11:00 PM and then Overnight shift differential from 11:00 PM to 2:00 AM). Shift differential will only be paid for actual time worked.

Section 5. CAREER INCENTIVE PAY

EMPLOYEES who show proof of a completed Associate's, Bachelor's or Master's Degree from a Massachusetts Board of Higher Education accredited college or university in Criminal Justice, Law Enforcement or Law, will receive additional compensation known as the "Quinn Bill", as defined under Massachusetts General Laws Chapter 41, Section 108L. The EMPLOYER will fully fund 100% of the Quinn Bill for Quinn eligible employees.

If the Town or the state rescinds its acceptance of the provisions of the Quinn Bill, the EMPLOYER agrees to substitute an educational incentive that is equal to the Quinn Bill provisions and compensation provided by the Quinn Bill.

EMPLOYEES who are not eligible to receive benefits under the provisions of the Quinn Bill will receive, in addition to their base wage, $3,900 for an Associate's degree, $5,900 for a Bachelor's degree or $6,900 for a Master's degree.

ARTICLE 13 - OVERTIME

Section 1. If an EMPLOYEE is required to be on duty for any period in excess of his/her scheduled hours of duty or shift by order of the Chief or his/her designee, EMPLOYEE shall be compensated at the rate of one and one-half times his/her base hourly rate set forth in Article 12 above.

Section 2. In lieu of pay, an EMPLOYEE may elect to receive time off equal to 1.5 times the period of overtime duty provided that:

(a) The EMPLOYEE shall notify the Chief of the time off that he/she wishes to take no less than 10 days in advance; and

(b) The Chief or his/her designee authorizes the EMPLOYEE to take the time requested. Such authority shall not be withheld by the Chief or his/her designee unless he/she determines, in his/her sole discretion, that an emergency exists or it would cause additional cost to the EMPLOYER.

(c) If an EMPLOYEE shall notify the Chief or his/her designee less than 10 days in advance, the Chief or his/her designee shall not withhold his/her authority unreasonably.

(d) An EMPLOYEE shall not retain more than forty (40) hours of compensatory days at any one time. In addition, no additional compensatory time may be accumulated after May 1st of each fiscal year. All compensatory time must be used within the fiscal year in which it was earned. If such time is not used in the fiscal year in which it was earned, it will be paid at the rate at which it was earned in the last payroll check for the fiscal year.

Section 3. EMPLOYEES who are required to appear in Court during off-duty hours as a witness for the Commonwealth will be compensated for four (4) hours or for actual time spent in making such appearances, whichever is greater, including travel and waiting time at Court, excluding time for lunch. For the purpose of this Section 3., Court Appearance Duty shall mean the required appearance in Court at the request of the Chief or his/her designee or as a result of any action taken while acting as an EMPLOYEE for the EMPLOYER, either on or off duty. Pay for Court Appearance Duty will be at 1.5 times the EMPLOYEE'S base hourly rate of pay, provided it is outside of regular duty hours.

Section 4. No EMPLOYEE shall be compensated more than once for any period of time in excess of his/her scheduled hours of duty or shift per Section 1. of this Article or for any Court Appearance Duty per Section 3. of this Article.

Section 5. EMPLOYEES called back to work for overtime by the Supervisor shall be paid a minimum of four (4) hours at their overtime rate. This shall not apply to Holdovers.

Section 6. All EMPLOYEES shall be offered and have the first right of refusal to all open shifts in rotation. If all EMPLOYEES have refused a shift, the Chief or his/her designee may fill that shift with a part-time Officer.

Section 7. No EMPLOYEE shall work more than sixteen (16) hours in any twenty-four (24) hour period without prior approval of the Chief or his/her designee. This section shall not apply to emergencies and court appearances.

ARTICLE 14 - PROMOTIONS

Section 1. If a vacancy exists in a position within the bargaining unit and the EMPLOYER elects to fill that position, the position will be posted for a period of ten (10) calendar days. Interested employees shall submit written applications to the Chief by the deadline established in the posting. The posting requirement shall not apply to vacancies reasonably anticipated to be for less than six (6) months. Nothing in this Agreement shall preclude the EMPLOYER from hiring outside the Department or bargaining unit.
The parties recognize that the EMPLOYER shall have the right to select the individual who the EMPLOYER believes to be the best candidate for the position. In making its decision, the EMPLOYER shall consider criteria which may include but not be limited to:

(a) Written examination
(b) Oral board
(c) Professional background and experience
(d) Seniority, as determined by the provisions of Article 9
(e) Quality of performance
(f) Education

The Chief or his/her designee may reasonably determine the requisite experience the EMPLOYEES must possess in order to be eligible to apply for a given promotion.

Section 2. TEMPORARY ASSIGNMENT

(a) Any EMPLOYEE specifically assigned by the Chief or his/her designee and approved by the Board of Selectmen to a higher position for one full shift or more shall be paid at Step 1 for the position being filled on a shift to shift basis for the duration of the assignment. An EMPLOYEE shall not suffer a reduction in pay.

(b) An EMPLOYEE working out of rank for more than one calendar week (seven days) will receive compensation for that rank at not less than 5% over that EMPLOYEE'S regular base pay. An EMPLOYEE working as acting chief may negotiate a higher pay rate with the Board of Selectmen. An EMPLOYEE working out of rank at a lower rank will maintain his/her normal pay rate and suffer no loss in pay.

ARTICLE 15 - DETAILS

Section 1. Whenever an EMPLOYEE is assigned to a detail described in G.L. Chapter 44, Section 53C, of the Mass. General Laws, the EMPLOYEE will be paid at a rate of one and one-half (1.5) times the EMPLOYEE'S base hourly rate of pay for EMPLOYER funded events as determined by the Board of Selectmen (Excluding Chapter 90 projects).

Section 2. EMPLOYEES who work private details will be paid at a rate of $53.00 per hour for a minimum of four hours pay. After 4 hours there will be a minimum of eight hours pay. Any hours over eight shall be billed in four hour increments at overtime, i.e., 1.5 times the detail rate.

EMPLOYEES who work private strike details will be paid at a rate of $90 per hour for a minimum of four hours pay. After 4 hours there will be a minimum of eight hours pay. After eight hours the rate will be considered overtime at 1.5 times the detail rate.

All Contractors shall provide a minimum of two (2) hours' notice prior to cancellation of detail coverage. Notice shall be made to the Boxborough Police Department. If the detail is cancelled less than two (2) hours in advance, the Contractor will be charged for a minimum of four (4) hours.

Section 3. All money earned on such details shall be paid to the EMPLOYEE within fourteen (14) days of receipt of such funds by EMPLOYER from the contractor.

Section 4. Private details shall be offered according to the rotation policy mutually approved by the Chief and UNION.

Section 5. Details shall be filled as soon as possible after the time of the request.

ARTICLE 16 - HOLIDAYS

The following days shall be considered paid Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	

And any other day that may be declared a Holiday by the EMPLOYER.

Holiday pay for each EMPLOYEE shall be for eight (8) hours. If a holiday occurs within an EMPLOYEE'S vacation period, it will not be counted as a vacation day.

EMPLOYEES required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one half (1.5) times their regular rate of pay for all hours worked and shall not be eligible to receive compensatory time for such work. EMPLOYEES shall be guaranteed a minimum of four (4) hours pay at such rate. The EMPLOYER has the right to at least four (4) hours of work from EMPLOYEES on that Holiday.

In lieu of holiday pay, an EMPLOYEE may elect to receive one (1) day or eight (8) hours of time off without loss of pay provided that:

(a) The EMPLOYEE shall notify the Chief in advance of the holiday if he/she elects to take the holiday either as time off or as pay.
(b) The EMPLOYEE shall notify the Chief of the time off that he/she elects to take off no less than ten (10) days in advance.

(c) If an EMPLOYEE fails to notify the Chief less than ten (10) days in advance for an unplanned event, the Chief shall not withhold his/her authority unreasonably, provided that there is no additional cost to EMPLOYER.
(d) The EMPLOYEE will not work overtime eight hours before or after the holiday shift used as a day off.
(e) This time off shall be taken only after it is earned and before the end of the fiscal year in which it was earned.

ARTICLE 17 - VACATION

All EMPLOYEES hired after July 1, 2010 shall accrue vacation with pay from date of hire as follows:

ACCRUAL SCHEDULE

Service	Accrual Rate	Vacation
Date of hire to end of first year	6.67 hours per month	
After one (1) year	6.67 hours per month	Ten (10) work days
After five (5) years	10 hours per month	Fifteen (15) work days
After ten (10) years	13.34 hours per month	Twenty (20) work days
After twenty (20) years	16.67 hours per month	Twenty-five (25) work days

EMPLOYEES hired on July 1, 2010 or prior shall accrue vacation with pay pursuant to the Memorandum of Agreement executed between the parties on May 11, 2009.

Vacation time may be used in four-hour increments or as mutually agreed upon with the Chief.

Section 1. Advancement in the schedule above from one vacation accrual level to another shall be measured from each EMPLOYEE'S individual date of hire.

Section 2. Each vacation year begins on July 1. Vacation time earned may be taken within the vacation year it was earned but may be deferred by the EMPLOYEE for a maximum of one year. Payment in lieu of vacation leave is not allowed, except as stipulated in Sections 4 and 5 of this Article. Any unused, deferred vacation remaining after said year shall be forfeited.

Section 3. The Chief must pre-approve all vacation schedules. If more EMPLOYEES than can be scheduled at one time request the same days off, at the same time, request(s) from the more senior EMPLOYEE(S) shall receive priority.

Requests for vacation may be submitted to the Chief up to sixty (60) days in advance, but not less than fourteen (14) days prior to the start of the planned vacation. If an EMPLOYEE fails to provide such notice, approval for the requested time off may be granted at the discretion of the Chief. Approval for requests without sufficient notice will not be unreasonably withheld.

Requests for single or partial days must be submitted at least one (1) week in advance to permit the Chief adequate time to schedule a replacement for the full or partial shift.

An EMPLOYEE may request, subject to the approval of the Chief, to be advanced vacation days that are expected to be earned during the same fiscal year, but have not yet been accrued. In making such a request, the EMPLOYEE must sign an agreement with Town in which the EMPLOYEE agrees that if the EMPLOYEE resigns or is terminated prior to working the full fiscal year, any vacation days taken, but not yet accrued according to the accrual schedule above shall be deducted from that EMPLOYEE's final paycheck.

Section 4. If an EMPLOYEE is terminated from the department he/she shall be entitled to payment for vacation time accrued.

Section 5. If an EMPLOYEE dies, the vacation benefits to which he/she would have been entitled shall be paid to his/her estate.

Section 6. If an EMPLOYEE is ordered to work by the Chief during an approved vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days vacation time for each day affected. The EMPLOYER shall also repay the EMPLOYEE any vacation expenses directly suffered due to such cancellation of vacation.

ARTICLE 18 - SICK LEAVE

Section 1. Each full-time EMPLOYEE shall be entitled to one (1) eight (8) hour day of paid sick leave for each month of continuous service per year to be used for illnesses or injuries or conditions which are not otherwise compensable or other temporary disabilities which necessitate his/her absence from work. Sick leave may be used for personal and immediate family member illness, injury, or other temporary disabilities. Sick leave may be used in four-hour increments or as mutually agreed upon with the Chief.

Section 2. No EMPLOYEE shall accumulate more than one hundred and eighty (180) days sick leave with pay.

Section 3. In absences of more than three (3) consecutive working days, the Chief, at the Chief's sole discretion, may request a doctor's certificate in order for the EMPLOYEE to continue receiving sick leave pay.

Section 4. After an extended medical leave or accident, the Chief, at the Chief's sole discretion, may request a certificate of fitness for duty from a doctor in order to allow the EMPLOYEE to return to work. Extended leave is an absence of more than ten (10) consecutive working days.

Section 5. Unused sick leave cannot be converted to pay or compensation of any kind.

Section 6. EMPLOYEES who are entitled to leave under the Family and Medical Leave Act shall be required to substitute accrued paid sick leave as part of the twelve (12) weeks leave provided under the Act.

Section 7. EMPLOYEES who are entitled to leave under the Family and Medical Leave Act or the Massachusetts Parental Leave Act because of the birth or adoption of a child shall be required to substitute accrued paid leave as part of the leave provided under the Acts.

ARTICLE 19 - JURY DUTY

The EMPLOYER agrees to make up the difference in an EMPLOYEE'S regular rate of pay, excluding overtime pay, between a normal work-week's wages and compensation received for Jury Duty, excluding expenses. The EMPLOYEE must provide proof of Jury Duty attendance prior to payment.

ARTICLE 20 - BEREAVEMENT LEAVE

In the event that the spouse or partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law of an EMPLOYEE shall die, the Chief or his/her designee shall grant the EMPLOYEE a leave of absence with pay for a period not to exceed three (3) working days. In the event that the aunt, uncle, brother-in-law or sister-in-law of an EMPLOYEE, or of the EMPLOYEE'S spouse or partner, shall die, the Chief or his/her designee shall grant the EMPLOYEE a leave of absence with pay for a period not to exceed one (1) working day.

For the purposes of this section, the word "partner" shall be as defined in Article III of "Town of Boxborough Personnel Administration Plan."

ARTICLE 21 - MILITARY DUTY

Any EMPLOYEE who is a member of an organized unit of the ready reserve of the armed forces, who, in order to receive military training with the armed forces of the United States not exceeding seventeen (17) days in any one calendar year, requires leave from his/her position and who gives notice to the Chief of the date of departure and date of return for the purposes of military training, and of the satisfactory completion of such training immediately thereafter, and who is still qualified to perform the duties of such position, shall be entitled to be restored to his/her previous, or a similar, position with the same status, pay and seniority, and such period of absence for military training shall be construed as a military leave of absence. Such EMPLOYEES shall be paid the compensation that he/she would otherwise have received during his/her leave, less all monies that he/she received from the military (excluding reimbursement of out-of-pocket expenses) for such training. Such absence for military training shall not affect the EMPLOYEE's right to receive normal vacation, sick leave, advancement and other advantages of his/her employment normally to be anticipated in his/her particular position. The EMPLOYER will comply with the Gulf War Veterans' Act.

ARTICLE 22 - PERSONAL LEAVE

Section 1. Full-time EMPLOYEES shall be allowed on July 1st of each fiscal year, as hereinafter provided, three (3) personal days with pay, at his/her straight time rate, to attend to personal matters. Such leave shall be taken with the prior approval of the Chief and such approval shall not be unreasonably withheld.

Section 2. During the first fiscal year of employment, new EMPLOYEES shall be eligible for one (1) day of paid personal leave for each four (4) months that the new EMPLOYEE has worked. To the extent that one of the four (4) month periods is anticipated to conclude during the month of June, the new Employee will be credited with a personal day on June 1st for use during the month of June.

Section 3. EMPLOYEES may accrue no more than three (3) personal days. Personal days may be taken at any time during the fiscal year from July 1st to June 30th. If the EMPLOYEE resigns or is terminated prior to working the full fiscal year, any personal days taken but not yet accrued according to the formula above shall be deducted from that EMPLOYEE'S final paycheck. If the EMPLOYEE dies prior to working the full fiscal year, personal days used but not yet accrued shall not be deducted from the EMPLOYEE'S final paycheck. Personal days may not be converted to pay or compensation of any kind. Personal leave may be used in four-hour increments or as mutually agreed upon with the Chief.

ARTICLE 23 - UNPAID LEAVE

EMPLOYEES may be granted unpaid leaves of absence by the Board of Selectmen. EMPLOYEES must request such leave in advance and approval shall not be unreasonably withheld.

ARTICLE 24 - BENEFITS

INSURANCE

Section 1. Medical Insurance - the EMPLOYER will continue to provide the following plans or their equivalents: an indemnity plan paid at fifty percent (50%) by the EMPLOYER and an HMO plan paid at seventy-five percent (75%) by the EMPLOYER.

Section 2. Medical Insurance Waiver Stipend – the EMPLOYER will offer a maximum stipend of $2,400 per year for EMPLOYEES who do not receive medical insurance through the Town subject to all of the following terms:

i. EMPLOYER will pay stipend on a monthly basis at the rate of $200.00 per month for each month that EMPLOYEE does not receive medical insurance through the Town
ii. To be eligible for the stipend, EMPLOYEE must have been enrolled in Town's medical insurance plan during the entire preceding fiscal year
iii. EMPLOYEE must provide proof of outside medical insurance coverage
iv. EMPLOYEE will only have one opportunity during the term of the CBA to opt out of the Town's medical insurance plan and to receive the stipend in the fiscal year that follows.

Section 3. Dental Insurance – the EMPLOYER will offer a dental insurance plan which shall be paid 100% by the EMPLOYEE.

Section 4. Group Life, Accidental Death, and Dismemberment Insurance - The EMPLOYER will continue to provide the same insurance or its equivalent that is presently in effect and pay fifty percent (50%) of the premium for this insurance for the first ten thousand dollars ($10,000.00) coverage. The amount of coverage shall be a minimum of ten thousand dollars ($10,000.00).

Section 5. Liability Insurance - The EMPLOYER will continue to provide the Liability Insurance or equivalent that is presently in effect.

Section 6. Disability Insurance - The EMPLOYER will continue to provide the Disability Insurance or equivalent that is presently in effect. The EMPLOYER will continue to pay fifty percent (50%) of the premium for this insurance.

Section 7. Changed Benefits - In the event EMPLOYER changes benefits or terms relating to insurance, in excess of or more advantageous to the EMPLOYEES than those provided in the Agreement, such benefits or terms shall prevail to the extent permitted by law.

Section 8. The EMPLOYER and the UNION acknowledge that the EMPLOYER is a member of the Minuteman Nashoba Health Group (MNHG). The EMPLOYER and the UNION both specifically, consciously and clearly waive any right to bargain over any and all changes made by the MNHG to the plan(s) and benefits offered by the MNHG, as well as the impact of those changes.

ARTICLE 25 - SPECIAL ALLOWANCES

Section 1. Stand by duty.
An EMPLOYEE will not be required to work stand-by duty.

Section 2. Mileage Expense.
An EMPLOYEE who is requested and authorized by the Chief to use his/her personal vehicle in the performance of his/her duties shall be reimbursed for said use at the IRS rate that is current at the time the vehicle is being used.

Section 3. Uniform Allowance.
The annual clothing allowance shall be $1,250 for each EMPLOYEE. The EMPLOYER shall also pay for the cleaning of uniforms for each EMPLOYEE in an amount not to exceed $500 per officer. Use of cleaning allowance for purchase of clothing and equipment may be allowed at the discretion of the Police Chief. Clothing and equipment for which the EMPLOYER has paid or for which the EMPLOYER has reimbursed the EMPLOYEE shall be delivered to the Chief or his/her designee when the EMPLOYEE leaves the EMPLOYER'S employ.

ARTICLE 26 - FITNESS

Section 1. Each EMPLOYEE shall maintain his/her physical condition such that the EMPLOYEE can perform the duties required of a Boxborough EMPLOYEE. As such, each EMPLOYEE shall be examined annually by his/her own physician and provide documentation of attendance to this annual physical. Such examination shall take place as nearly as is practicable to the anniversary date of each EMPLOYEE'S employment. If an examination must be scheduled for a time when the EMPLOYEE is not on duty, the EMPLOYEE will be taken off the schedule for four (4) hours during the same pay period.

Section 2. The EMPLOYER will pay for Hepatitis "B" shots for each EMPLOYEE, including probationary EMPLOYEES. The UNION will first utilize their respective health insurance policies to cover the costs of the shots. The EMPLOYER will reimburse each EMPLOYEE for any "co-payments" required by the insurance company for the Hepatitis "B" shots. If such shots are not covered through the EMPLOYEE'S insurance policy, the EMPLOYER will pay the full cost.

ARTICLE 27 - GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any dispute between an EMPLOYEE and the EMPLOYER concerning the meaning, interpretation, or application of an express and specific provision of this Agreement.

Section 2. The following is the grievance procedure:

Informal Step: The Local president, with or without the aggrieved EMPLOYEE, shall take up the grievance with the Chief, informally, within fourteen (14) calendar days of its occurrence. The Chief shall attempt to adjust the grievance after an informal meeting.

Step 1: The Local president, with or without the aggrieved EMPLOYEE, shall take up the grievance in writing with the Police Chief. "In writing" shall mean that the grievance shall be detailed, including date of occurrence and remedy sought on a cover sheet in the form of the COMPLAINT/GRIEVANCE FORM (per Attachment A). The form shall be generated within fourteen (14) calendar days from the date of the informal meeting required by the Informal Step, hand delivered between the parties and signed and dated by each of the parties at each step of the process

The time clock for moving the grievance forward shall be started only upon personal receipt of documents by the Chief. The Chief shall establish the dates for further escalation and shall attempt to adjust or settle the matter, and respond in writing within fourteen (14) calendar days from the receipt by the Chief.

Step 2: If the grievance still remains unsettled, it shall be presented to the Board of Selectmen in writing within fourteen (14) calendar days of the Chief's answer in Step 1. The Board of Selectmen will have a hearing on the grievance within fourteen (14) calendar days of the receipt of the grievance and shall respond, adjust, or settle the matter, in writing, within thirty (30) calendar days from the date of the hearing.

Step 3: In the event that the grievance remains unresolved after the first two steps of the grievance procedure, either party may, within thirty (30) calendar days of the reply of the Board of Selectmen, by written notice to the other party, refer the matter to arbitration. The arbitration proceeding shall be conducted according to the rules and regulations of the American Arbitration Association. The American Arbitration Association will be the arbitrator unless another is chosen by mutual agreement.

The Arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument. The decision of the Arbitrator shall be final and binding on the parties.

The decision rendered by any arbitrator shall be confined to the scope of this agreement and shall not infringe upon any right vested to the EMPLOYER by statutory authority.

Administrative fees charged by the Arbitrator and the cost of the expenses for the Arbitrator's services and the proceedings, if any, shall be borne equally by the EMPLOYER and the UNION.

If either party desires a verbatim record of proceedings, it may cause such a record to be made. All transcripts will be made available to the Arbitrator at no cost to the other party. If both parties desire a verbatim record of the proceedings, all associated costs will be shared.

Section 3. Any grievance which is not pursued in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed waived. Any grievance that is not responded to in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed denied. The parties may, by mutual agreement in writing, extend the time limits referred to in this Article.

ARTICLE 28 - UNION DUES AND AGENCY SERVICE FEE

Section 1. EMPLOYEES shall tender the initiation fee (if any) and membership dues by signing the authorization of dues form in Attachment B. During the life of this agreement and in accordance with the terms of the authorization form, the EMPLOYER agrees to deduct UNION membership dues levied in accordance with the Constitution of the UNION from the pay of each EMPLOYEE who executes or has executed such form. Dues are deducted weekly for four (4) weeks per month. The EMPLOYER Treasurer shall remit the aggregate amount to the Treasurer of the UNION along with a list of EMPLOYEES who have had said dues deducted. Such remittance shall be made monthly.

Section 2. The EMPLOYER shall require, as a condition of employment, the payment of an agency service fee up to the amount of UNION dues by any EMPLOYEE who is not a member of the UNION. The agency service fee for any EMPLOYEE who is not a member of the UNION shall begin after the thirtieth (30th) day following the commencement of his/her employment or the effective date of this agreement, whichever is later. The EMPLOYER agrees that, upon appropriate written authorization executed by such EMPLOYEE, it will deduct the agency fee once each week, for four (4) weeks per month, from the pay of the EMPLOYEE. The EMPLOYER will remit the monthly aggregate amount of such deductions to the same EMPLOYEE of the UNION as is designated in Section 1 of this Article. Any such authorization for the deduction of an agency fee may be withdrawn by the EMPLOYEE by giving not less than sixty (60) days written notice to the EMPLOYER and by filing a copy thereof with the UNION.

The UNION shall indemnify and save harmless the EMPLOYER and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action that shall be taken by the EMPLOYER for the purposes of complying with the provisions of this Article.

ARTICLE 29 – OFFICER IN CHARGE

In the event that there is no supervisor (Sergeant or higher) on duty for an entire shift the designated OIC shall receive a stipend of $1.50 per hour. The OIC requirements and eligibility list shall be determined at the discretion of the Chief of Police.

The parties recognize that the Chief shall have the right to select individuals who the Chief believes to be the best candidates for the assignment. In making his decision, the Chief shall consider criteria which may include, but not be limited to:

- Professional background and experience
- Seniority, as determined by the provisions of Article 9
- Quality of performance
- Education

The Chief or his/her designee may reasonably determine the requisite experience EMPLOYEES must possess in order to be eligible to serve as OIC.

ARTICLE 30 – DRUG AND ALCOHOL TESTING

The Union agrees to participate in a working group with the Town to discuss a drug and alcohol testing policy. Said working group will include representatives from all three (3) unions with a goal of reaching an agreement. If no agreement can be reached, however, the matter will be tabled until successor CBA negotiations. The Town agrees that the matter cannot be bargained to impasse during the life of this CBA.

ARTICLE 31 - DURATION OF AGREEMENT

The provisions of this Agreement will become effective July 1, 2018 and will continue in full force and effect through June 30, 2021, or until a Successor Agreement is reached. Should either or both parties desire to negotiate a new Agreement for succeeding years, such party or parties shall by November 1, 2020, give notice in writing to the other party by certified or registered mail.

In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the EMPLOYEES duly authorized to do so by MCOP Local 200.

SIGNATURES:

In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the EMPLOYEES duly authorized to do so by Local 200, Massachusetts Coalition of Police.

Signed, this 15 day of Oct, 2018:

For the EMPLOYER:

Susan Bak, Chair

Maria Neyland, Clerk

Wes Fowlks

Leslie Fox

Robert Stemple

For the UNION:

Jeffrey C. Landgren, President

Robert J. Bielecki, Vice President

ATTACHMENT A - COMPLAINT/GRIEVANCE FORM

Town of Boxborough
Complaint/Grievance Form

Statement of Grievance (including date of occurrence):

Article & Section reference from Contract:

Statement of Remedial Action Sought

Supporting Evidence (list of enclosures):

Submitted by:

_____
Signature of Aggrieved

_____
Signature of Union Representative

_____
Date

Step	Procedural Recipient	Procedural Date to Move Forward	Aggrieved's Signature	Date/Time Submitted	Recipient's Signature	Date/Time Received
Informal	**Police Chief**	**(14 cal. days)**				
Step 1	**Police Chief**	**(14 cal. days)**				
Step 2	**BOS**	**(14 cal. days)**				
Step 2b	**BoS ruling**	**(30 cal. days)**				

AUTHORIZATION FOR PAYROLL DEDUCTION

BY

_____

Last Name First Name Middle Name

TO

TOWN OF BOXBOROUGH
Employer

EFFECTIVE

Date

I hereby request and authorize you to deduct from my earnings the UNION membership initiation fee, assessments, and weekly for four (4) weeks per month, an amount established by the UNION as dues. The amount deducted shall be paid to the Treasurer of the UNION monthly.

This authorization shall be irrevocable for the period of one year from the date hereof or until the termination of this agreement (whichever occurs first) and shall be automatically renewed and irrevocable for successive similar periods of one year, unless written order of revocation is given by me to you and to the UNION ten (10) days prior to the expiration for the anniversary of the signing of this card or the termination of this agreement (whichever occurs first).