

AGREEMENT

between

TOWN OF WESTON

and

**WESTON SUPERIOR OFFICERS' UNION, COUNCIL #93 AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

July 1, 2019 - June 30, 2022

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE.....	1
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2- MANAGEMENT RIGHTS.....	1
ARTICLE 3 – UNION SECURITY.....	1
ARTICLE 4 - NO-STRIKE CLAUSE.....	1
ARTICLE 5 - DUES.....	2
ARTICLE 6 – UNION BUSINESS.....	2
ARTICLE 7 - SENIORITY.....	2
ARTICLE 8 – HOURS OF WORK.....	2
8.1 Schedule.....	2
8.2 Change in Schedule.....	2
8.3 Shift Differential.....	3
8.4 Training.....	3
8.5 Court Time.....	3
8.6 Overtime Pay.....	3
8.7 Meal Periods.....	3
8.8 Compensatory Time.....	3
ARTICLE 9 - LEAVES.....	3
9.1 Sick Leave.....	3
9.2 Injury Leave.....	5
9.3 Bereavement Leave.....	6
9.4 Civic Duty Leave.....	6
9.5 FMLA/MPLA Leave.....	7
9.6 Personal Leave.....	7
ARTICLE 10 – HOLIDAYS.....	8
ARTICLE 11 – VACATIONS.....	8
ARTICLE 12 – RESTRICTED DUTY.....	8
ARTICLE 13 – LONGEVITY PAY.....	9

ARTICLE 14 – UNIFORMS AND EQUIPMENT.....	9
ARTICLE 15 – DISCIPLINE.....	10
ARTICLE 16 – PROMOTIONS.....	10
ARTICLE 17 – LEGAL DEFENSE FUND.....	10
ARTICLE 18 – CAREER INCENTIVE PAY PROGRAM.....	10
ARTICLE 19 – ACCREDITATION.....	11
ARTICLE 20 – COMPENSATION FOR UNUSED SICK LEAVE.....	11
ARTICLE 21 – OVERTIME RATE CALCULATIONS.....	11
ARTICLE 22 – OFF DUTY WORK DETAIL PAY.....	11
ARTICLE 23 – GRIEVANCE PROCEDURE.....	12
ARTICLE 24 – REINSTATEMENT OF OFFICERS AFTER RETIREMENT.....	13
ARTICLE 25 – EFFECT OF AGREEMENT.....	14
ARTICLE 26 – COMPENSATION.....	14
ARTICLE 27 – DURATION.....	15

PREAMBLE

This Agreement entered into by the Town of Weston and the Weston Superior Officers' Union, Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, has as its purpose the promotion of harmonious relations between the Union and the Employer.

The Town of Weston herein will be referred to as the "Employer", or the "Town", and the Weston Police Superior Union, Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, will be referred to as the "Union" or the "Employees".

ARTICLE 1. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all full-time superior officers employed by the Town of Weston Police Department, who have attained the rank of Lieutenant and Captain, but excluding managerial and confidential employees, and all other Town Employees.

ARTICLE 2. MANAGEMENT RIGHTS

Except as limited or constrained by the express and specific terms and conditions of this Agreement, the Town reserves and retains all the lawful and customary powers, prerogatives and discretions of sound municipal management.

These rights and prerogatives include, but are not limited to, the right to hire, promote, transfer, assign and retain employees; to reprimand employees; to suspend, demote, discharge or take other disciplinary action for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the method, means and personnel by which operations are to be conducted; and to take whatever action may be necessary to carry out the work of the police department in emergency situations. The Selectmen may make suitable regulations governing the police department and the officers thereof. The Chief shall be in immediate control of all Town property used by the department, and of the police officers and all other employees of the police department, who shall obey his/her orders.

ARTICLE 3. UNION SECURITY

The Town agrees not to coerce, restrain or otherwise interfere with any employee in connection with the exercise of his/her rights of self-organization or his/her right to join or refrain from joining the Union.

The Town also agrees not to discriminate against any employee in order to encourage or discourage membership in the Union; not to discriminate against an employee because s/he has signed or filed an affidavit, petition or complaint or given any information or testimony in connection with the laws applicable to collective bargaining, under M.G. L. Ch. 150E.

The Town further agrees not to refuse to bargain collectively in good faith with the Union nor to refuse to discuss grievances with the Union.

ARTICLE 4. NO STRIKE CLAUSE

During the life of this Agreement, the Union agrees not to engage in, encourage or sanction any strike, work stoppage or work slowdown, or withhold any police services. Should any employees covered by the Agreement engage in any such strike, work slowdown or

stoppage, the Union shall immediately disavow such action and refuse to recognize such actions as legal and Union sanctioned. Any such work stoppage, slowdown or withholding of police services is unauthorized and shall constitute a violation of this Agreement.

ARTICLE 5. DUES

The Employer agrees to deduct the Union dues once per month from the pay of those employees who individually request, in writing, that such deductions be made. The employer shall require, as a condition of employment during the life of the collective bargaining agreement, that an employee who chooses not to be a member of the Union, make a payment of a service fee to the Union. Such service fee shall be computed and paid in accordance with the Rules and Regulations of the Department of Labor Relations.

ARTICLE 6. UNION BUSINESS

Union Business shall be conducted during non-working hours, to the extent possible. Exceptions may be made when deemed necessary and reasonable by the Chief of Police or the Employer. No more than one on-duty officer may participate in grievance, Arbitration, or Department of Labor Relations proceedings. Off-duty officers shall not be paid extra for attendance at grievance and arbitration or Department of Labor Relations Commission, but on duty personnel shall, subject to approval of the Chief of Police or his/her designee, be allowed a reasonable amount of time to participate in such matters if their attendance is deemed necessary.

Attendance at the Annual Union Convention and Seminars without loss of pay, not to exceed two working days in the aggregate, shall be subject to the approval of the Chief of Police.

ARTICLE 7. SENIORITY

Seniority shall be defined as continuous years of full time service with the Weston Police Department as a sworn Police Officer. Seniority in rank for employees covered by this Agreement shall commence with the date of full time permanent, continuous service with the Department, or in the case of officers with the same date of such service with the date first appointed as an intermittent or reserve officer.

Seniority shall be used for determining wages, vacation time, longevity payments, overtime and details.

Layoffs or Reductions in Force

In the event a layoff or reduction in force affects the Weston Police Superior Officers' Union, such reductions or layoffs shall be made in accordance with the provisions of Chapter 31 of the Massachusetts General Laws.

ARTICLE 8. HOURS OF WORK

8.1. Schedule: The work schedule for employees covered by this Agreement shall be a five day on and two day off schedule consisting of forty (40) hours with two (2) consecutive days off. Each work day shall consist of eight hours and each work week shall average forty hours.

8.2. Changes in Schedule: The employer will endeavor to give employees a fifteen (15) day notice of any change in work schedule. In no event shall an employee be permitted to work in excess of sixteen and one-half (16 ½) consecutive hours unless in an emergency, as determined by the Chief of Police

8.3 Shift Differential: When scheduled by the Chief to work between the hours of 3:00 pm and 7:00 am Monday through Friday for their regularly scheduled 40 hours of work, employees will be paid a shift differential of two and one-half percent (2.5%) of base hourly pay for those hours worked within that period. This shift differential will not apply to overtime pay.

8.4. Training: If any employee is assigned to a full-time training program, including training required by law, s/he shall receive only his/her regular compensation, regardless of the number of hours necessary to complete such program.

8.5. Court Time: When the Chief of Police or his/her designee determines that an employee, at a time when s/he is not scheduled to be on duty, is required for an appearance in a criminal court or in a civil court in cases in which the employee is a defendant or is a witness for the Town when the Town is a defendant, and the Chief determines that the testimony relates to actions taken in the performance of the employee's duties, that employee shall receive a minimum of four (4) hours pay for such appearance. Employees shall be reimbursed at their time and one-half applicable overtime rate based upon the time actually spent in court and excluding travel time. No duties other than those necessitated by the Court appearance shall be required of an employee in court on overtime.

8.6. Overtime Pay:

a. Holdover: An employee held over past the end of his/her scheduled work shift shall be paid time and one half the applicable rate for the hours actually worked.

b. Station Call Back: Any employee covered by this Agreement who is called back to work after completing his/her scheduled shift and has left work shall be compensated for not less than four (4) hours pay at the employee's applicable time and one-half overtime rate.

8.7. Meal Periods: Each employee shall be entitled to one (1) meal break during any eight (8) hour shift, not to exceed one half hour and one coffee break not to exceed fifteen (15) minutes.

8.8. Compensatory Time: Inasmuch as the practice of accruing compensatory time can be advantageous to both the Town and the employee, the following shall apply:

If the employee and employer (Chief of Police or his/her designee) agree, compensatory time may be granted in lieu of overtime pay, subject to the following conditions:

a. One hour of overtime worked must equal one and one-half hours compensatory time.

b. Employees affected by this agreement shall be permitted to accumulate a maximum of eighty (80) work hours which translates into 120 compensatory hours.

c. Any member of the bargaining unit who reaches the maximum hours of compensatory time shall be paid time and one-half his/her applicable rate for overtime hours worked in excess of the maximum.

d. At retirement, discharge or termination, payment for compensatory time must be made to the employee and must be at the employee's regular, present rate, not overtime rate.

e. Employees shall be permitted to use compensatory time so long as it does not unduly disrupt the normal operation of the Police Department, as determined by the Chief or his/her designee.

ARTICLE 9. LEAVES

9.1. Sick Leave:

Each employee shall be entitled to sick leave with pay for genuine disabling illnesses or injuries, as follows:

a. Eligibility and Accumulation: All permanent full-time employees shall be entitled to sick leave on the basis of one and one-quarter (1.25) working days for each month of service for a total of fifteen (15) days per calendar year, until a maximum sick day credit of two hundred ten (210) is attained.

Credit for sick leave shall accrue to each eligible employee on the first day of the month following completion of the required service to the Town.

b. Rules for Use of Sick Leave: If an employee is unable to report to duty due to an illness or injury, s/he shall notify the Chief of Police or the Officer-in-Charge of his/her illness as soon as possible, unless s/he is unable to do so.

An employee may be required to submit written medical evidence of such incapacity for a period of absence of three or more days, as determined by the Chief of Police. Abuse of sick leave may be cause for discipline.

Up to three (3) sick days per year may be utilized to attend to sick family members in appropriate situations with reasons provided to the Chief of Police, or for keeping medical or dental appointments or other illness/injury preventive measures, with appropriate notice to the Chief of Police.

Accrued vacation leave or accumulated compensatory time may be used in lieu of sick leave when sick leave credits have been exhausted.

c. Emergency Sick Leave Bank: On July 1 of each year, commencing with July 1, 2017 one (1) sick day shall be deducted from the accrued total sick days of each full time Superior Officer and placed in an emergency sick leave bank (hereinafter referred to as the "Bank"). If an Officer has no accrued sick days as of July 1, then the first sick day accrued by the employee shall be placed in the Bank. Each Officer shall continue to donate one (1) sick day each July 1 until s/he has donated a total of five (5) days. The bank shall be administered by a committee of two (2) elected by the bargaining unit.

The sick days donated to the Bank shall not be counted towards determining the amount of sick leave an Officer may accrue to reach the maximum.

Any Officer who is out because of sickness or injury and has exhausted all of his/her sick leave and vacation time, and has been out of work for illness or injury for at least three (3) consecutive work days beyond the Officer's last paid work day will be eligible to draw up to twenty (20) sick days from the Bank to assist the Officer in an extended injury or illness.

Should an Officer need additional sick days, s/he may obtain up to an additional sixty (60) days in twenty (20) day increments from the Bank by a majority vote of the sick leave bank committee as defined above for each twenty (20) day increment, provided that at no time shall the total number of days in the Bank be drawn below twenty (20) days.

Prior to granting additional sick days beyond the original twenty (20) days, the Union shall require the Officer to submit adequate documentation from an appropriate physician justifying the need for additional sick days. If the Officer fails to submit adequate documentation from an appropriate physician justifying the need for additional sick days, the Officer shall not be eligible for additional sick days beyond the initial twenty (20) days.

Any employee who is granted sick time from the bank will be required to return the same number of days to the bank upon returning to work. The employee will return 6 days per year (1 every other month) until such time is paid.

The Union is responsible for reviewing and granting/denying emergency sick leave bank requests for its members. The Union shall indemnify and hold the Town harmless against any approval of sick leave bank time or denial thereof by the Union.

9.2. Injury Leave:

A. 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 applicable sections, 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 such statutes;

2. notify the Chief of Police of any change in medical condition, including, but not limited to, hospitalization: and

3. provide and release in writing all relevant medical evidence and documentation pertinent to the diagnosis and treatment of the illness or injury for which compensation or reimbursement is claimed.

4. as a condition of continued eligibility for injured leave, an employee is expected to take all reasonable steps to hasten his/her return to active duty status, including:

a. avoiding unreasonable work or leisure physical activities (knowingly undertaken) which might, due to their physical demands, jeopardize or slow his/her recovery: and

b. adhering to all reasonably prescribed treatments and therapies.

B. An employee who is totally incapacitated for duty because of a physical injury sustained in the performance of duties shall be granted leave without loss of pay for the period of such incapacity provided that the proximate cause of such injury is not through the fault of the employee.

If it is determined that the injury is due to the fault of the employee, the employee shall be eligible to use accumulated sick leave during such disability.

Any absence from duty which is covered by this Section shall not be charged against the accrued sick leave of the employee. Any such injury leave shall be determined by the Town Manager on the basis of actual circumstances. A written medical report shall be provided to the Town in all cases when injury is claimed by an employee.

M.G.L.A., Chapter 41, Section 111F: Insofar as M.G.L.A., Chapter 41, Section 111F is not inconsistent with the provisions of this article, that statute shall continue to control the rights and liabilities of the Town, employees and third parties involving situations where an employee sustains an injury or injuries in the course of his/her employment. To the extent that this article is inconsistent with M.G.L.A. Chapter 41, Section 111F, the statute shall control, and disputes shall be resolved pursuant to the statute.

No employee who is unable to work a regularly scheduled shift because of an on the job injury, shall accrue any sick leave benefits or vacation time for the period of time the employee is unable to work.

Employees on full injury leave must remain at their home or place of treatment during the period of disability except as otherwise directed by a physician as necessary part of prescribed treatment of the ailment. The provision is not intended to prevent limited local travel if consistent with recuperation, or other travel away from home when undertaken with the prior knowledge and approval of the Chief of Police.

No travel except for that necessary to obtain treatment shall be permitted during injury leave for such leave period of less than four (4) calendar days.

9.3. Bereavement Leave:

All employees shall, if not otherwise on leave, be granted leave without loss of pay in the event of the death of the employee's family members as defined below. The intended purpose of bereavement leave is to attend the funeral or memorial service. If, however, the funeral or memorial service is scheduled for a period of time removed from the date of death, the employee may defer all or some of his/her leave until the time of service. Additional days may be granted but will be chargeable to vacation time.

Immediate family: spouse, mother, father, son and daughter.

Extended family: grandparent, grandchild, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling of your spouse or spouse of your sibling.

Eligible employees are entitled to bereavement leave without loss of straight time pay for normally scheduled work hours, as follows:

Employees are entitled to five (5) calendar days of bereavement leave, per occurrence, for a death in the employee's immediate family.

Such leave shall be taken on the day of the funeral/memorial services and four additional scheduled work days immediately before and/or after the day of the funeral service, unless an alternate period is approved by the Chief of Police/designee.

Employees are entitled to three (3) calendar days of bereavement leave, per occurrence, for a death in the employee's extended family.

Such leave shall be taken on the day of the funeral/memorial services and two additional scheduled work days immediately before and/or after the day of the funeral service, unless an alternate period is approved by the Chief of Police/designee.

Upon the recommendation of the Police Chief/designee, the Town Manager may grant bereavement leave of one (1) day to attend the funeral/memorial service of an individual with a unique, family-like relationship to the employee.

Additional bereavement days may be granted by the Department Manager or Town Manager but will be charged to the employee's accrued vacation leave.

The employee must notify his/her supervisor of the death and request bereavement leave and provide the supervisor with a copy of the death notice if required to do so.

The supervisor will approve the bereavement leave if satisfied with the legitimacy of the request, or deny the request if he/she does not receive satisfactory documentation.

9.4. Civic Duty Leave:

a. Full-time and part-time employees will receive normal pay by the Town during the period required for jury duty. The employee will sign over any payment for jury duty paid to the employee by the Court, excluding travel allowance, and other jury duty related expenses such as parking. An employee summoned as a witness in Court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted civic duty leave with pay upon filing of the appropriate notice with the Police Chief except that this Article shall not apply to an employee who is also in the employ of another town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

b. Official summons to jury duty or witness appearances must be presented in advance to the Police Chief to receive authorized civic duty leave.

c. To qualify for payment hereunder, the employee must furnish Human Resources with complete and satisfactory evidence of the jury or witness fees received. As a condition to receiving payment from the Town hereunder, an employee on authorized civic duty leave who is discharged from Court service for the day or a major portion thereof during the regular work hours must report to work.

d. Absence due to authorized civic duty leave shall not affect an employee's eligibility for longevity, step increases or benefit eligibility.

e. Civic duty leave shall not be authorized for an employee who is involved in personal litigation.

9.5. FMLA/MPLA Leave:

Notwithstanding anything in this agreement to the contrary, any unit member may exercise his/her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the Massachusetts Parental Leave Act.

- a. The FMLA is a federal law that provides eligible employees up to 12 weeks of unpaid leave for 1.) the birth or placement of a new born child with the employee for adoption or foster care 2.) the serious health condition of an employee 3.) the serious health condition of an immediate family member or 4.) family military leave. Paid leave may be substituted for unpaid leave in accordance with the Town's FMLA policy. If an employee takes leave for FMLA reasons, the employee must provide proper documentation in accordance with Department of Labor Standards. In the event that an employee qualifies for Family and Medical Leave, the Town has the right to count sick, vacation, or compensatory leave as Family and Medical leave. However, employees may reserve up to five days of vacation leave, compensatory leave, or a combination of vacation and compensatory leave for use in that year and shall not be required to use this reserved time during a leave under the FMLA. Employees out on confirmed Injured on Duty leave (IOD) will receive IOD pay during leave under FMLA.
- b. The Massachusetts Parental Leave Act allows for eight (8) weeks of unpaid leave for the birth of a child or placement/adoption of a child under age 18, or under 23 if the child is mentally or physically disabled. Parental leave applies after the employee completes a three (3) month probationary period.

When FMLA and MPLA are taken for the same reasons specified in each law, the leaves shall run concurrently.

9.6. Personal Leave:

All permanent, full-time employees may use up to three (3) sick leave days per fiscal year for personal use. If the days are not used as personal days, then they will revert back to sick leave days.

Personal leave is for an employee's approved use for the purpose of attending to personal business which unavoidably conflicts with the employee's work schedule. Personal days are meant to provide some flexibility in the employee's balance of work, home life and personal matters, and they are not to be used for the purpose of extending or increasing vacation time. Personal days must be pre-approved by the Chief or his/her designee.

ARTICLE 10. HOLIDAYS

The following days, or the days on which they are celebrated, shall be recognized as holidays off with pay for employees covered by this Agreement: New Year’s Day, Martin Luther King’s Birthday, President’s Day, Patriot’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day. If a holiday occurs on a day which an employee is not regularly scheduled to work, then the employee will be awarded the day off with pay on the date the Town officially recognizes the holiday.

ARTICLE 11. VACATIONS

Employees earn vacation with pay based upon their length of continuous full-time service with the Town as follows:

10 or more years but less than 20 years	4 weeks
20 or more years but less than 26 years	5 weeks
26 or more years but less than 27 years	5 weeks and 1 day
27 or more years but less than 28 years	5 weeks and 2 days
28 or more years	5 weeks and 3 days

The date of original employment as a permanent employee shall govern the length of service and amount of vacation time earned.

1. Vacations may be taken in seven day units, or may be taken as single day units, subject to the approval of the Chief of Police.
2. Single day vacations, **or portions thereof**, may be taken with 72 hours notice, provided there is no additional overtime cost to the Town, subject to the approval of the Chief of Police. At the request of an employee for the purpose of assuming an off-duty work detail assignment the requirement of 72 hours notice may be waived at the discretion of the Chief of Police which waiver will not be unreasonably denied.
3. In time of emergency, the Chief of Police retains the right not to grant time off, or to cancel previously granted time off. In such cases, the employee may be paid for his/her vacation time in lieu of the time off, or may reschedule the vacation time.
4. Vacation pay shall be computed as one (1) week’s pay for each week of vacation time earned. Should a holiday occur during an employee’s scheduled vacation period, s/he shall be entitled to an additional one-fifth (1/5) of his/her regular week’s pay.
5. An employee may carry over no more than one-half his/her annual accrual of vacation into the next year. Any vacation not used within one year of its accrual or carry over will be forfeited. An officer who is not able to use his/her vacation time due to sickness or injury may be permitted to carry over all his/her unused vacation time.

ARTICLE 12. RESTRICTED DUTY

In the discretion of the Police Chief, an employee may be ordered to work restricted duties while s/he is temporarily unable to perform all of the essential functions of his/her position, with or without reasonable accommodation, due to injury or illness. The Chief will have sole discretion determining which duties will be performed when an employee is on restricted duty status. Restricted duty may be assigned for up to 30 days. Upon conclusion of the 30 days, the Chief may assign restricted duty for another 30 day interval with the concurrence of the Town Manager.

During a period of restricted duty, the employee shall provide the Chief with written updates from the employee's doctor regarding abilities and/or restrictions. At any time, the Chief can order an employee serving restricted duty to be examined by an Independent Medical Examiner of the Town's choice and at the Town's expense to determine whether the employee can or cannot perform the essential functions of the job at the time of the exam or in the foreseeable future.

The Chief has the right to terminate a restricted duty assignment at any time and at his/her discretion.

ARTICLE 13. LONGEVITY PAY

Longevity pay shall be paid to employees covered by this Agreement for completion of continuous, permanent full-time service to the Town as follows:

<u>Years of Service</u>	<u>Effective FY11</u>	<u>Effective FY11</u>
> 5 but less than 10 years' service	\$.3118 p/hr	\$650.00 p/yr
> 10 but less than 15 years' service	\$.3595 p/hr	\$750.00 p/yr
> 15 but less than 20 years' service	\$.4555 p/hr	\$950.00 p/yr
> 20 but less than 25 years' service	\$.5514 p/hr	\$1,150.00 p/yr
> 25 but less than 30 years' service	\$.5994 p/hr	\$1,250.00 p/yr
30 years' service or more	\$.7193 p/hr	\$1,500.00 p/yr

Longevity pay shall be paid hourly and added to the base pay for the calculation of the overtime rate.

Longevity pay shall be regarded as "regular compensation" for purposes of Massachusetts General Laws, Chapter 32, section 1.

Service time to the Town lost as a result of an authorized leave of absence other than sick or injury leave shall not break the continuity of service, but the period of time on such leave shall not be included in computing length of service to the Town.

Time lost from active service as a result of sick or injury leave to which an employee may be entitled shall not break the continuity of service nor shall it be excluded when computing length of service.

An employee whose service to the Town is broken by resignation, discharge, voluntary transfer from full-time to part-time employment, may not count such service when computing length of service.

In cases not herein provided for, the Town Manager or designee shall determine the circumstances under which such pay may be approved.

ARTICLE 14. UNIFORMS AND EQUIPMENT

14.1. All uniforms and police related equipment, including shoes, shall be supplied by the Department. The employee shall keep his/her uniforms and equipment in good working order, reasonable wear and tear excepted. Requisitions for replacement of uniforms and equipment shall be submitted for approval to the Chief of Police or his/her designate.

14.2. All firearms and weapons shall be issued exclusively at the discretion of the Chief of Police. Employees may requisition ammunition from the range officer for practice and for semi-annual qualifications. Service ammunition carried by the employee shall be replaced annually.

14.3. The employer shall bear the cost of the employee's license to carry firearms, when issued by the Chief of Police, Town of Weston.

14.4. Necessary dry cleaning of police uniforms will be paid by the Department. Each employee may have up to one hundred eighty (180) shirts cleaned and up to one hundred twenty (120) pants cleaned annually.

14.5. Officers regularly assigned to "plain clothes" duties will be reimbursed up to \$400.00 per year for items of clothing.

ARTICLE 15. DISCIPLINE

15.1. Disciplinary action against employees covered by this Agreement shall include only the following: Written warnings, Suspension, Discharge and Demotion.

15.2. All disciplinary action taken against employees covered by this Agreement must be for JUST CAUSE.

ARTICLE 16. PROMOTIONS

16.1. When a promotion is to be made to the rank of Lieutenant or above, the Police Chief, the appointing authority, with concurrence of the Town Manager shall establish a list of qualified applicants.

16.2. The Police Chief shall establish a list of qualifications necessary for such promotions. Such qualifications shall be made available to all prospective applicants and shall also be posted in the Police Station for a minimum of sixty (60) days. Promotions shall be made by the Police Chief, with concurrence of the Town Manager. The Police Chief, with concurrence of the Town Manager, retains the discretion to determine the relative weight to be given to each qualification and to use subjective criteria in determining who is to be promoted.

16.3. Promotional examinations and/or assessment panels/centers may be developed by an independent agency and administered by an outside agency.

16.4. Promotional examinations may not be open to any officer on the Weston Police Department who has not been employed on a full-time basis in the next lower rank for a period of at least three years. However, under the discretion of the Police Chief with the concurrence of the Town Manager, promotional exams may be open to all full-time officers regardless of years of service with the Weston Police Department.

ARTICLE 17. LEGAL DEFENSE FUND

Employees covered by this Agreement are authorized to enroll as members of the Legal Defense Fund sponsored by the Massachusetts Police Association provided the Town's cost shall not exceed two hundred fifty dollars (\$250) per year for each eligible employee. The employee is responsible for filing all the necessary information required by the Legal Defense Fund to establish employee coverage.

ARTICLE 18. CAREER INCENTIVE PAY PROGRAM

All regular full-time Weston superior officers who earn a degree in law enforcement, criminal justice or a related field shall receive educational incentive pay. The Chief of Police and Town Manager shall be responsible for approving what constitutes a related field as being applicable to the law enforcement field. The following additional amounts shall be paid, calculated from the officer's base pay:

Associate's Degree – 10%

Bachelor's Degree – 20%

Master's Degree – 25%

The above pays represent pay for the highest degree conferred only. There will be no compounding of degrees.

While a regular full-time police officer is on injury leave no increase in educational incentive pay for which the employee may become eligible by reason of certification of additional credits by the Board of Regents of Higher Education shall be paid to such officer. Upon return to full or modified duty and completion of sixty (60) calendar days of service the increase in educational incentive pay to which such officer is entitled shall be paid at the increased rate calculated retroactively to the effective date determined by the certification of the Board of Regents of Higher Education.

In the event that an application for retirement for disability (ordinary or accidental) has been filed, either by a police officer or by the Town, prior to the effective date of certification by the Board of Regents of Higher Education of educational credits which would entitle such officer for whom an application for retirement for disability is pending to an increased rate of educational incentive pay, no such increase shall be paid pending the decision on his/her retirement application. If the application for disability retirement is granted no increased compensation shall be paid to the officer. If the application for disability retirement is denied payment will be made under the provision set forth in the preceding paragraph.

ARTICLE 19. ACCREDITATION PAY

Upon receiving accreditation certification from the Commonwealth of Massachusetts all members of the bargaining unit shall receive a stipend in the amount of 1.5% of base pay beginning the following fiscal year in which accreditation is achieved. This stipend is automatically rescinded should the department lose accreditation certification.

ARTICLE 20. COMPENSATION FOR UNUSED SICK LEAVE

Employees covered by this Agreement are not eligible to be compensated for unused sick leave except as follows:

A member of the Town of Weston Police unit hired prior to July 1, 2010 who is promoted into the Superior Officers unit and eligible to be compensated for unused sick leave under the Police contract immediately preceding promotion will receive such compensation upon promotion at the rate of pay the employee was receiving immediately preceding the promotion.

ARTICLE 21. OVERTIME RATE CALCULATIONS

Overtime rates are paid after an employee has worked a full work cycle for the position assigned. In calculating the overtime rates for employees covered by this Agreement, the following shall be used, if applicable:

Base pay	Longevity pay
Educational incentive pay	Special designation pay

ARTICLE 21. OFF DUTY WORK DETAIL PAY

The following payment schedule shall apply to off duty work details, and the appropriate overtime rates shall be agreed to by the "user" prior to the assignment of the detail.

a. Municipal Details, including all departments within the Town: Time and one-half the employee's applicable rate, with a four-hour minimum.

b. Public utilities, contractors or subcontractors working within the Town: In FY20 employees will be paid at \$50.00 per hour. Beginning in FY21, employees will be paid \$55.00

per hour. There will be a four-hour minimum for each block of time up to eight hours. Thereafter, the employee will receive one-hour increments of pay for time worked beyond the initial eight hours.

c. All other off duty detail work There is a three (3) hour minimum for all other detail work and will be paid at \$50.00 per hour in FY20 and \$55.00 beginning FY21. Employee will receive one-hour increments of pay for time worked beyond the initial three hours.

d. There shall in no event be a combination of regular work/overtime work/off duty detail work in excess of sixteen and one half (16 ½) consecutive hours without the expressed permission of the Chief of Police.

e. Employees shall not be permitted to accept or work off duty work details except through assignment by the Department.

f. All off duty work details shall be assigned by seniority regardless of rank.

g. After the approved daily sign-up sheet of regular, full-time Weston Police Officers has been exhausted and there are off duty work detail assignments to be filled, the Weston Superior Officers Union shall be afforded the right of first refusal on all such details.

Should such off duty work details occur during the normal working hours of the Superior Officers Union member's schedule, such member shall be permitted to use accrued compensatory time or vacation time to accept such details, provided there is no additional overtime cost to the Town, and at the discretion of the Chief of Police.

h. The Town does not undertake to guarantee payment of charges made to public utility companies, contractors and others, but will submit to the responsible party a bill for the services of a police officer in accordance with the foregoing rate of compensation. Employees shall be paid in accordance with the provisions of Chapter 44, Section 53C of the General Laws.

ARTICLE 22. GRIEVANCE PROCEDURE

A grievance between the parties to this Agreement which involves interpretation or application of the express terms of this Agreement shall be settled in the following manner. A grievance may be filed by either the Town, the Union or an employee in the bargaining unit. A grievance must contain a statement of the claim, the specific Article(s) of the contract allegedly violated and the relief requested.

Step 1. The Union representative, with or without the aggrieved employee, shall take up the grievance or dispute informally with the Chief within ten (10) calendar days of the date of the grievance or dispute, or his/her knowledge of occurrence. The Chief shall attempt to adjust the matter within ten (10) calendar days after the date the grievance or dispute was discussed.

Step 2. If the matter has not been satisfactorily resolved or if the Chief has not given a reply within the ten (10) days, the grievance will then be reduced to writing and presented to the Chief within (5) calendar days after the decision in Step 1. was due or received, whichever is earlier. The Chief shall render his/her decision in writing within ten (10) calendar days.

Step 3. If the grievance or dispute still remains unadjusted or if no answer is received from the Chief, it shall be presented to the Town Manager in writing within fifteen (15) calendar days after the response from the Chief was received or due, whichever is earlier. Within ten (10) calendar days of the receipt of the grievance, the Town Manager or designee shall contact the Union representative and/or the aggrieved employee to schedule a meeting. The Town Manager shall respond to the Union representative in writing within twenty (20) days after such meeting. By agreeing to meet with the Union representative and/or aggrieved employee, the Town Manager is explicitly not waiving any arguments regarding the arbitrability of such grievance.

Step 4. If the grievance is still unsettled or if no answer is received from the Town Manager, the Union and only the Union may, within twenty (20) calendar days after the reply for the Town Manager is due or is received, whichever is earlier, petition the American Arbitration Association or Massachusetts Board of Conciliation and Arbitration for arbitration, with written notice thereof to the Town Manager. Any such request for arbitration shall include the specific Articles of the contract allegedly violated, the issue involved, and the precise remedy requested. The Union shall not be allowed to raise issues, remedies, or provisions of the contract unless it had raised them during the previous Steps of the grievance procedure. The Arbitration proceedings shall be conducted by an Arbitrator selected from the list of arbitrators, using the American Arbitration Association or the Massachusetts Board of Conciliation and Arbitration as the parties agree.

Step 5. The decision of the arbitrator shall be final and binding on the parties involved and the arbitrator shall be requested to issue his/her written decision within thirty (30) days after the conclusion of testimony and argument. The decision of the arbitrator shall be limited in scope to the specific point of difference submitted to him/her and shall have no power to add to, subtract from, modify, or amend any of the provisions of this agreement. Grievances may be settled at any step of this procedure until the final issuance of a decision by an arbitrator.

Each party shall bear the expense of the presentation of its case and the expense of the arbitration proceeding shall be shared equally by the Town and the Union. No award shall be made retroactive for more than thirty (30) days prior to the date the grievance was reduced to writing under step three of this procedure, except in cases where the affected employee or employees were unaware of the grievance for reasons beyond his/her or their control.

In discipline cases, the arbitrator shall be confined to a determination of whether the employee committed the misconduct for which the discipline was imposed. The arbitrator in no event shall have the authority to inquire into the appropriateness or degree of discipline imposed.

TIME LIMITS. The time limits contained herein are meant to insure promptness and will be strictly enforced. Extension of those time limits will be allowed upon written consent of both the Employer and the Union.

ARTICLE 23. REINSTATEMENT OF OFFICERS AFTER RETIREMENT

The Town and the Union agree that the Town has the right to establish physical ability standards and a retraining program for all employees who are eligible for reinstatement after a period of retirement, either disability or superannuation. Prior to reinstatement, the Town and the Union agree that retirees desiring reinstatement to the Town must complete the comprehensive retraining program provided by the Massachusetts Criminal Justice Training Council, as well as First Responder and firearm certification.

A retiree eligible for reinstatement shall remain on his/her retirement allowance during the retraining period. If a retiree fails to satisfactorily complete retraining as determined by the Town, s/he shall not be reinstated. The Town retains sole discretion in determining whether a retired officer has completed the retraining program. This Article is not subject to the grievance and arbitration procedure.

ARTICLE 24. EFFECT OF AGREEMENT

24.1. Except as provided in paragraph (c) of this Article, this agreement constitutes the entire agreement of the Town and the Union arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

24.2. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the Town and the Union each voluntarily and unqualifiedly agree that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this agreement.

24.3. If during the term of this Agreement, the Town should agree to increase the contribution by the Town for group life insurance and group hospital, medical and surgical insurance, under the provisions of Massachusetts General laws, Chapter 32B, Section 7A, then this Agreement may be opened by either party for the sole purpose of negotiating a reduction in the base pay of bargaining unit members. The reduction would be no greater (in the aggregate over the remaining term of this Agreement) than the total of the increased cost to the Town of the additional premium and any annual rate increases thereto which the Town would pay on behalf of such employees during the remaining term of the Agreement.

ARTICLE 25. COMPENSATION

Effective on the date indicated compensation set forth below shall be paid to employees.

Base Pay:	FY20		FY21		FY22	
	<u>Hourly</u>	<u>Annual*</u>	<u>Hourly</u>	<u>Annual*</u>	<u>Hourly</u>	<u>Annual*</u>
Police Captain	50.44	105,204	51.57	107,561	52.73	109,980
Police Lieutenant	48.08	100,281	49.16	102,534	50.27	104,849

*Annualized salaries are an estimate and are subject to change based on actual hours worked and workweeks within the given fiscal year.

ARTICLE 25. DURATION

This agreement shall be effective July 1, 2019 and shall remain in full force and effect until June 30, 2022 and thereafter for successive one (1) year periods unless either party on or before January 1, in any year notifies the other party in writing of its desire to terminate, amend or modify the same. Negotiations for a new agreement shall commence at least sixty (60) days prior to the expiration of this agreement.

Signed this day of December 18, 2019

Town of Weston
By its Select Board

Weston Superior Officers' Union
Council #93, AFSCME, AFL-CIO

Christopher E. Houston, Chair

BY: _____
Captain Thomas J. Kelly

Laurie A. Bent

Lieutenant Michael J. Forti

Harvey R. Boshart

AUTHORIZATION FOR PAYROLL DEDUCTION

Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, Authorization for Union Dues Deduction:

TO: Town of Weston

From: _____
Last name First name Initial

Effective: _____
Date

You are hereby authorized to deduct once monthly from my earnings the amount of union dues established by Local #93, AFSCME, paid to the Treasurer of Local #93, 8 Beacon Street, Boston, MA 02108.

This authorization shall remain in effect until written notice by me to the Town is given rescinding such authorization.

Signed: _____
Employee No. _____
Address _____