

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**



**TOWN OF WILBRAHAM, MASSACHUSETTS**

**AND**



**NEW ENGLAND POLICE BENEVOLENT ASSOCIATION,  
LOCAL 120**

**July 1, 2017, to June 30, 2020**

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## AGREEMENT

This Agreement entered into by the Town of Wilbraham, Massachusetts (hereinafter referred to as the "Employer" or "Town") and the New England Police Benevolent Association, Local 120, (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.

### ARTICLE 1 RECOGNITION

- 1.1 The Town of Wilbraham recognizes the New England Police Benevolent Association as the sole and exclusive bargaining representative for the purpose of collective bargaining as to salaries, wages, hours and other conditions of employment for all regular full-time Patrol Officers and Sergeants employed by the Wilbraham Police Department but excluding the Chief of Police, Police Captains, Civilian Dispatchers, Civilian Cell Attendants, Matrons, all clerical employees, all confidential, managerial and casual employees, and all other employees of the Town of Wilbraham, as defined in the Massachusetts Department of Labor Relations case number MCR-11-1289.
- 1.2 A written list of union officers and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes.

### ARTICLE 2 UNION DUES

- 2.1 Employees electing to do so shall tender the initiation fee (if any) and monthly membership dues by signing an authorization for such deductions in a form satisfactory to the Town Treasurer.
- 2.2 During the life of this Agreement and in accordance with the terms of the form of authorization, the Employer agrees to deduct Union membership dues weekly from the pay of each employee who executes or has executed such form, and remit the aggregate amount to NEPBA, Local 120, at an address to be provided by the Union, along with a list of employees who have said dues deducted.
- 2.3 This authorization of deduction of dues is subject to revocation in writing by the employee.

### ARTICLE 3 MANAGEMENT'S RIGHTS

- 3.1 The Union and the Town of Wilbraham agree that the provisions of this Agreement shall be expressly limited to hours, wages and working conditions of the employees who are

covered by this Agreement and no provisions shall be construed to restrict the Town from the management of its Police Department. The Town retains the full right to manage its Police Department services, including but not limited to the right to determine the work force and composition of the working force, the determination of duties to be performed and of performance standards, the quantity and type of equipment used, the work complement of such equipment, to discipline or discharge employees for just cause, to hire, to lay off, to assign, to transfer, to determine the qualifications required for the promotion of any employees, and to schedule the working force, to promulgate rules and regulations, and all other management rights not specifically altered by this Agreement. The Town agrees that the rehiring of officers following layoff shall be by seniority.

#### ARTICLE 4 NON DISCRIMINATION

- 4.1 The Employer shall not discipline, discharge or discriminate against any employee with respect to promotion, assignment or any other matter because of race, religious creed, color, national origin, handicap, sex, sexual orientation, as defined by law, age, as defined by law, genetic information or military status, as defined by state and federal law. The Union shall not discriminate against any employee with respect to promotion, assignment or any other matter because of race, religious creed, color, national origin, handicap, sex, sexual orientation, as defined by law, age, as defined by law, genetic information, or military status, as defined by state and federal law. The provisions of this Agreement shall be applied equally to all employees.
- 4.2 All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.
- 4.3 The parties to this Agreement further agree that they will not discriminate against any bargaining unit member based upon union or non-union membership.

#### ARTICLE 5 PROBATIONARY PERIOD

- 5.1 All employees in accordance with the terms of employment shall serve a probationary period of twelve (12) months from the date of assignment to duty and may be dismissed during this period if he or she is found by the appointing authority to be unfit or unable to adjust to the duties of a police officer. There shall be no recourse to the grievance procedure for persons so dismissed during the probationary period. However, Union representatives may appeal any case to the appointing authority for a hearing. A probationary employee shall not be eligible to be assigned to a specialty position as described in Article 8.11. This provision applies to specialty position assignment vacancies first occurring on July 1, 2008 or subsequently.
- 5.2 During the period of time any employee is required to attend the state mandated police recruit academy, the following shall apply notwithstanding other provisions of this contract:

1. The employee shall work a 5 and 2 work schedule.
  2. The employee shall be paid a flat weekly salary based upon a 37 and 1/2 hour work week. No overtime shall be paid for time worked in excess of the 37 and 1/2 hour work week. No shift differentials shall be paid in addition to weekly salary.
  3. The employee may work extra duty details only with the permission of the Police Chief, or his/her designee.
  4. Meals taken at the Academy shall be reimbursed at a rate of \$3.50 per meal.
  5. Any uniforms or equipment required at the Academy may be paid for out of employee's uniform allowance. No additional allowance shall be granted.
  6. The probationary period stipulated in Section 5.1 shall begin upon certification of the successful completion of the Academy program. Seniority shall be calculated upon hire date.
- 5.3 Any employee promoted to Sergeant, in accordance with the terms of this agreement shall serve a probationary period of one hundred eighty (180) days from date of assignment to duty, excluding days on IOD or sick leave status, and may be returned to the patrol officer's rank and shift assignment during this period if his or her work is unsatisfactory or for any other reason is deemed by the appointing authority to be unfit or unable to adjust to the assigned duties.
- 5.4 During the period of time that a new sergeant attends a supervisory/management school, the following shall apply notwithstanding other provisions of this Agreement:
1. The employee shall work a 5 and 2 work schedule.
  2. The employee shall be paid a flat weekly salary, including shift differentials where appropriate, based upon a 37½ hour work week. No overtime shall be paid for time worked in excess of the 37½ hours.
  3. For each week of attendance, the employee shall earn one day off to be taken in the future.
  4. Employees may accept paid overtime and extra duty details when not at school.

ARTICLE 6  
GRIEVANCE PROCEDURE

- 6.1 Any grievance or dispute which may arise between the Town and any member of the bargaining unit or Union regarding the interpretation or application of any provision of this Agreement shall be settled according to procedures set forth herein:

STEP 1 Grievances shall be first presented by the Union in writing to the Chief, or in the Chief's absence, his or her representative, within fifteen (15) calendar days from the time of the act or omission upon which the grievance is based. The written grievance shall include a description of the incident on which the grievance is based, the identification of the provision of the labor agreement or past practice on which the grievance is based and the signature of the aggrieved party.

The Chief, or in the Chief's absence, his or her representative, shall meet with the Union and the aggrieved party within five (5) working days from the time the grievance is presented to him or her and shall answer the grievance in writing, copy of which shall be forwarded to the Town Administrator within fifteen (15) working days from receipt of the grievance. The Chief or the Chief's designee shall make every effort to resolve the grievance.

STEP 2 If the grievance still remains unadjusted, it shall be presented in writing to the Town Administrator within five (5) working days of receipt of the decision from the Chief of Police or the Chief's designee, or the expiration of the time when such decision was due, whichever is later.

The Town Administrator, or in the Town Administrator's absence, his or her representative, shall meet with the Union and the aggrieved party within ten working days from the time the grievance is presented to him or her and shall answer the grievance in writing within seven (7) working days inclusive from the time of said meeting, a copy of which shall be forwarded to the Board of Selectmen, within five working days from the time of the writing.

STEP 3 If the grievance still remains unadjusted, it shall be presented in writing to the Board of Selectmen within five (5) working days of receipt of the decision from the Town Administrator or the expiration of the time when such decision was due, whichever is later. The Board of Selectmen or its designee (not the Town Administrator) shall meet with the parties to the grievance within ten (10) working days of receipt of the grievance and shall render a decision in writing, within seven (7) working days from the date of such meeting.

STEP 4 In the event that a grievance has not been settled after the procedures set forth above have been exhausted, the Union and not any individual employee(s) shall notify the Board of Selectmen in writing within five (5) days of the receipt of the decision in Step 3 or the expiration of the time fixed for such decision, whichever is later, that it intends to submit the grievance to arbitration. The arbitration of any grievance under this Agreement shall be before an arbitrator selected by the Town and the Union. If within fifteen (15) days after notice of arbitration is given, the parties are unable to select an arbitrator who is mutually acceptable, then the grievance shall be submitted by either party to the American Arbitration Association according to its procedures. The cost of any arbitration proceedings shall be divided equally between the Town and the Union.

- 6.2 Any decision of an arbitrator shall be limited to the specific point or points of difference submitted to him or her. The arbitrator shall have no power to add to, modify or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties.
- 6.3 Any grievance not processed within the time limitations provided herein shall be deemed to have been waived. The time limit specified in this Article may be extended by mutual agreement of both parties.
- 6.4 The Town will allow a reasonable amount of time for the President of the Union or the President's designee to investigate and process grievances without suffering any loss of pay or benefits as a result of lost time, provided that the express permission of the Chief of Police has been granted. Permission by the Chief of Police for this activity shall not be denied except in cases of emergency. Members of the Union's Grievance Committee, to be comprised of no more than three (3) individuals, and the grievant shall suffer no loss of pay for time spent by them during their regular working hours in attendance upon meetings in Step 2 and 3. The foregoing shall be granted a member of the Wilbraham Police Department only when the Chief of Police, or the Chief's designee, has determined that sufficient personnel are available on the shift to provide the coverage necessary for the protection of the Town of Wilbraham.
- 6.5 Both the Union and the grievant have the right to be represented by counsel during the entire grievance procedure; provided, however, that if more than one counsel is retained on a case, only one counsel shall present the case.

#### ARTICLE 7 DISCIPLINARY ACTION

- 7.1 No employee who has successfully completed his or her probationary period shall be removed, dismissed, discharged, suspended or disciplined except for just cause. Any employee who alleges that he or she has been discharged, suspended or otherwise disciplined unjustly may use the grievance and arbitration procedure contained herein.
- 7.2 Any employee who is requested to submit a special report which may tend to incriminate him or her shall have the right to consult an attorney and/or a Union representative before submitting such report. The report will be submitted within thirty-six (36) hours commencing upon the issuance of a request, either verbal or written, of the Chief of Police or the Chief's designee. In the case of a holiday or weekend, such report shall be submitted within forty-eight (48) hours commencing upon the issuance of a request, either verbal or written, of the Chief of Police or the Chief's designee. Failure to submit such report shall itself be the basis of disciplinary action.
- 7.3 Any charge or complaint brought against a member of the bargaining unit by a member of the public, Chief of Police, or the Chief's designee, or Board of Selectmen shall not result in any disciplinary procedure, nor shall a charge or complaint be retained in personnel files, until and unless the charge is signed by the complainant in writing; such writing to include a particular description of the acts complained of and names and

addresses of witnesses. Within twenty-four (24) hours after a complaint has been determined to require a formal investigation, the Chief or the Chief's designee shall initiate notice to the employee which identifies the nature of the complaint except in cases where the formal investigation has established probable cause that a violation of the criminal law has occurred.

- 7.4 If, after investigation of a past complaint, an employee is called before the Chief of Police or the Chief's designee for a disciplinary hearing, the employee shall have the right to have a union representative present.
- 7.5 The Town retains the right to discipline and/or discharge employees for just cause; provided that the employee shall be given a written statement of the reason(s) prior to or contemporaneously with such contemplated action. Any non-probationary employee who alleges that he or she has been discharged, suspended or otherwise disciplined without just cause may use the grievance and arbitration procedure contained herein. Any grievance proceeding initiated under this Article shall be processed beginning at Step 2 of the grievance procedure; provided, however that such grievance must be filed in writing to the Town Administrator within fifteen (15) working days of the date of the notice to the employee.
- 7.6 The parties agree that corrective disciplinary action, when imposed for first time non-serious misconduct shall be implemented in progressive steps from minor to severe. Such action is intended to be a less severe or more severe corrective action in order to bring about the necessary change in work habits. An employee having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause.

Certain conduct warrants counseling and warning on the initial occasion. However, in some circumstances, actions or omissions, especially those that are viewed as serious and resulted or will result in harm to co-workers, to the services or image of the Police Department and/or the services or image of the Town of Wilbraham, may require imposition of severe sanctions in the first instance.

The provisions of this Article will not be applied in an arbitrary or capricious manner.

- 7.7 Progressive disciplinary actions may include, but are not limited to: warning and counseling, oral reprimand with notation to the personnel file, written reprimand, suspension without pay, and discharge.
- 7.8 Just cause for advanced discipline under Section 7.7 may include, but is not limited to the following, with each discipline being treated on a case by case basis:
- (a) Willful neglect or non-performance of one or more assigned tasks.
  - (b) Insubordination.
  - (c) Theft of property of the Town or another employee.

- (d) Behavior that seriously interferes with the normal operation of the town, department, or any other member of the work force.
- (e) The unauthorized use of alcohol, controlled substances, or firearms, during any period of assigned work.
- (f) Dishonesty or untruthfulness affecting employment.
- (g) Failure to report for work without notice or legitimate reason.
- (h) Unacceptable absenteeism or tardiness.
- (i) Conduct unbecoming a police officer.

7.9 Under certain circumstances, prior warnings or discipline may not be used after a certain period of time as a basis for advancing an employee to a further level of discipline. For example, an oral reprimand, which is noted in the file, will not be so used after six (6) months of time actually worked without further cause for discipline; a written warning will not be so used after one (1) year of time actually worked without further cause for discipline; and a suspension will not be so used after two (2) years of time actually worked without further cause for discipline.

7.10 An unacceptable attendance record, including unreasonable and/or chronic tardiness, is cause for progressive discipline. Any unapproved or unjustified absence warrants a written warning against reoccurrence and further discipline. Unreasonable failure to give prompt notice that he or she will not be able to work scheduled hours is also unacceptable.

ARTICLE 8  
HOURS OF WORK

8.1 The regular work week for employees except as otherwise provided for herein shall be four (4) consecutive eight (8) hour days following by two (2) consecutive days off.

8.2 The regular hours of work for uniformed patrol officers and sergeants shall be as follows except as may otherwise be provided for herein:

Late Watch	11:00 P.M. to 7:00 A.M.
Day Shift	7:00 A.M. to 3:00 P.M.
Afternoon Shift	3:00 P.M. to 11:00 P.M.

8.3 Recognizing that the safety of the public and the officer requires an officer to be alert and attentive while on duty, absent emergency circumstances, no officer shall work more than eighteen (18) hours in any twenty-four (24) hour period, nor shall an officer be assigned to duty until six (6) hours after the eighteenth (18) hour of such a period.

- 8.4 The senior officer shall have first preference as to regular shift assignment (Section 8.2) and replacements for regular shift assignments. Any such opening shall be posted on the Department bulletin board for a period of one (1) week. Officers on vacation or leave of absence or otherwise absent during the posting period shall be given notice by mail. The provisions of this Article in no way preclude the right of the Chief, or the Chief's designee, to assign an officer or officers to special patrol or assignment in order to meet a special service or emergency, with hours to be determined by the Chief, or the Chief's designee. Any temporary shift assignment will be made in accordance with the master seniority list. If no agreement can be reached, a mandatory assignment shall be made. The Chief, or the Chief's designee, will attempt to notify a transferred officer as far in advance as practical of his pending transfer and estimated length of transfer.
- 8.5 **Electronic Scheduling.** The Town may implement an electronic scheduling system to replace the paper-based system. This system shall provide at least a three month posting of schedules. This replacement is at the discretion of the Town and subject to appropriation of available funds.
- 8.6 *Reserved for future use.*
- 8.7 *Reserved for future use.*
- 8.8 Employees shall be granted one-half ( ½ ) hour for a meal during each tour of duty. The officer shall take his or her meal within his or her district, unless otherwise permitted by the commanding officer. All officers shall be within reach by telephone in case of emergencies during meal periods. Officers attending required training outside of Wilbraham shall be eligible for meal reimbursement for lunch up to \$12.00, with the approval of the Chief.
- 8.9 The Chief, or the Chief's designee, may, to meet a special need, require officers to perform services at times other than and/or in addition to the hours specified herein, in accordance with the provisions of the Article entitled "Overtime".
- 8.10 It is hereby agreed between the Town and the Union that the assignments including but not limited to Detective, Canine Officer and School Resources Officer, if filled, may deviate from the scheduled 4-2 work week.
- 8.11 Officers assigned to specialty assignments including, but not limited to, court officer, , school resource officer, and detective shall have one year to return to the shift to which they were assigned prior to accepting the specialty assignment.

After one year, if an officer wants to be removed, by his own choice, from the specialty assignment, he or she would be assigned to the open shift that results from a posting consistent with this Article for the opening created by the new specialty assignment.

An officer removed from a specialty assignment due to poor job performance or disciplinary reasons, would be assigned to the open shift that results from a posting consistent with this Article for the opening created by the new specialty assignment.

If a specialty assignment is terminated by the Chief, or the Chief's designee, through no cause of the assigned officer, the officer will be assigned to the shift where seniority within the Department would place the officer.

The school resource officer shall be assigned to the Day shift. The school resource officer shall be reassigned consistent with the relevant articles of this Agreement.

#### ARTICLE 9 PROTECTION OF WORK OPPORTUNITIES

- 9.1 The Employer agrees not to employ any person or persons to perform the duties of employees covered by this agreement as presently performed, providing that the Town may, however, hire civilians for school crossing duty, clerical and dispatching duties; provided that in the case of outside details, all jobs will be first offered to full time police officers in the Wilbraham Police Department.

#### ARTICLE 10 COURT DUTY

- 10.1 Any employee, while off duty, who is required to appear as a witness for the Commonwealth in any judicial proceeding which is Department related; or any employee directed to attend a conference or administrative hearing as a witness for the Commonwealth shall be compensated for the time during which he or she was in attendance at any of the above mentioned, as follows:

(a) Attendance of up to 4 hours = a minimum of 4 hours @ time and one-half;

Or

(b) Attendance of more than 4 hours = a minimum of 6 hours @ time and one-half

However, if the appearance runs after the normal shift hours, the employee will be paid time and one half as outlined in Article 14.2.

- 10.2 To the extent practicable, court appearances will not be scheduled on prearranged or approved vacation days, personal days or holidays. Should it not be practical to so schedule a court appearance, any officer reporting for Court duty during previously scheduled and approved vacation days, personal days or holidays will be given the opportunity to reschedule such vacation days, personal days or holidays. Any officer so reporting will not be required to work beyond the actual court time or four hours, whichever is greater.

ARTICLE 11  
HOLIDAY LEAVE

11.1 All employees shall receive holiday leave for the following holidays:

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

11.2 The above holidays will be observed on the days designated by the Commonwealth of Massachusetts and the Town of Wilbraham.

11.3 Any employee scheduled to work and who works on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day shall be paid an amount equal to two (2) times the employee's regular rate of pay for all hours worked.

11.4 Holidays shall not be canceled for any reason except when the needs of the public safety so require, or by mutual agreement between the employee and the employer. Earned time off shall be granted in accordance with Article 13.1.

11.5 Schedule permitting, all holidays will be taken within one (1) year of the holiday at a time approved by the Chief of Police, or the Chief's designee. (See related Article 12.7)

ARTICLE 12  
SICK LEAVE

12.1 Sick leave is defined as time off required by an employee for a bona fide personal illness or injury. Employees shall be eligible to use the sick leave benefit after sixty (60) days of continuous service in the Department.

12.2 Employees will accrue sick leave at the rate of twelve (12) hours per month, provided:

- (a) That the head of the department shall investigate and ascertain the validity of any request for sick leave and shall approve the request. If the head of the department believes an employee is abusing sick time, the department head shall issue a written warning stating future sick leave abuse may result in discipline. After the department head issues a warning, a physician's certificate may be required by the Chief, or the Chief's designee.
- (b) That such sick leave credit shall be calculated from the month in which the employee is in the employ of the Town on the first working day of the month.

- (c) That an employee shall notify the commanding officer if available, otherwise the Watch Commander, of his or her inability to be present for the scheduled tour of duty at least one (1) hour in advance of the commencement of that tour of duty. If notification is less than one hour, the granting of a sick day shall be at the sole discretion of the Chief, or the Chief's designee.
  - (d) That an employee who fails to report for a scheduled shift on a Saturday or Sunday in two (2) consecutive weekends (other than for one continuous absence) will be ineligible for overtime or outside details for the following three (3) calendar days. (See Articles 12.7 and 14.6 as additional Sick Leave Accrual procedures)
- 12.3 Upon reasonable advance notice, employees may utilize up to ten days (i.e., 10 working days) of their sick leave each contract year for the purpose of giving care to or arranging for long term care of a family member with a serious health condition. (See FMLA).
- 12.4 Sick leave accrued under this Article may be accumulated to a maximum amount of 1,440 hours. The Town agrees not to remove any employee from pay status as a result of exhaustion of sick leave benefits, provided that such illness does not exceed thirty (30) days, that no sick leave benefits be credited until the Town is paid back for such extended benefits and provided that if any employee terminates prior to paying back extended benefits under this Article that the time owed the Town be deducted from any last pay period or periods.
- 12.5 Upon death or retirement forty percent (40%) of an employee's accrued sick leave, up to and including 1,440 hours, will be paid by the Town to the employee, or upon the employee's death to his beneficiary, at the employee's regular rate (exclusive of premium pay), after any payback of advanced leave. For officers hired after July 1, 2013, the maximum amount of buyback will be capped at \$5,000.

Notification Requirement. Officers planning to retire in a given fiscal year must notify the Selectmen's Office by January 1<sup>st</sup> of the previous year. Failure of timely notification will result in the delay of sick leave buyback benefit payments for one (1) fiscal year. The Town will have authority to make exceptions to this rule without establishing a past practice. This provision is not applicable to disability retirements.

- 12.6 An employee who has exhausted all accrued sick leave may make written request for an advance of additional sick leave. The Town shall grant or deny the request in whole or in part, with or without conditions, within its sole and unreviewable discretion, taking into consideration the employee's record as a whole, length of service, and his/her use of sick leave privileges in the past.
- 12.7 If at the end of a leave period an employee has unused personal or holiday leave remaining, the employee shall be allowed to convert such leave to sick leave.
- 12.8 In the event of injury or sickness of spouse, child or parent, the officer may use up to five (5) days of his or her sick time as may be required to care for said spouse, child or

parent. For purposes of this Article, a child shall include foster child, step child and/or adopted child.

- 12.9 An officer with at least twenty-five (25) years of service as a police officer and who has at least 800 hours of accrued and unused sick leave, may, on a one time basis, opt to prospectively waive the current twelve (12) hours per month annual sick leave benefit and such waiver shall be effective for all subsequent years. Effective the first full payroll period after exercising the option, the officer's hourly rate will be increased by 2.5% and this increase will be in effect for three (3) years. After completion of the third year, the increase will no longer be in effect. An officer who elects this option shall, upon death or retirement, be paid 40% of up to 1,440 hours of unused sick leave as provided under Article 12.5.
- 12.10 FMLA leave shall run concurrently with, and not in addition to, any leave of absence authorized by this Collective Bargaining Agreement such as vacation, sick or personal leave time.

### ARTICLE 13 VACATION

- 13.1 Employees requesting leave will be assigned earned time off with due consideration to length of service with the Department. All requests for leave intended to be taken on or between June 1st and September 30th of each year shall be submitted to the Chief, or the Chief's designee, on or before April 1st of each year.

All requests for leave intended to be taken on or between October 1st and May 31st of each year shall be submitted to the Chief, or the Chief's designee, on or before August 1st of each year.

For the previously defined period of each year, leave will be granted on a first requested, first granted basis after April 1st and August 1st for their respective period. The Chief or the Chief's designee shall maintain three months of posted scheduling.

All requests for leave, under this Article, shall be granted unless at the time of granting it would invoke the provisions of Article 14, Overtime. The granting of leave under this Article shall be the means of granting leave under Articles 11, 24 and 14.6 unless otherwise defined within this agreement.

- 13.2 Employees having less than one year of service in pay status in the Police Department shall accrue one (1) day of paid vacation for every completed month of actual service to the Department, up to a maximum of ten (10) days.
- 13.3 On each employee's anniversary date, he/she shall be entitled to paid vacation based upon years of actual service, as follows:

At least one year but less than five years	Ten (10) days
At least five years but less than ten years	Fifteen (15) days

At least ten years but less than fifteen years	Twenty (20) days
At least fifteen years but less than twenty years	Twenty-five (25) days
At least twenty years	Thirty (30) days

For employees hired after July 1, 2013 he/she shall be entitled to paid vacation leave based upon years of actual service as follows:

At least one year but less than five years	Ten (10) days
At least five years but less than thirteen years	Fifteen (15) days
At least thirteen years but less than twenty years	Twenty (20) days
Twenty years+	Twenty-five (25) days

- 13.4 Earned but unused vacation time, up to a limit of ten (10) days, may be carried over into the following anniversary year.
- 13.5 If an employee because of serious and verifiable illness, accident or Court time is unable to start or complete his or her vacation as scheduled, the employee shall notify the Chief, or the Chief's designee, in advance of the date when his or her vacation was to begin or to be completed and his or her vacation will be rescheduled in the best manner possible. When caused by injury or illness, the employee will also provide medical certification satisfactory to the Chief.

ARTICLE 14  
OVERTIME AND CALL IN PAY AND COMPENSATORY TIME

- 14.1 All assigned, authorized or approved service outside an employee's regular scheduled tour of duty (other than off duty paid details), including Court appearances, shall be paid at the rate of time and one half (1½) the employee's regular hourly rate of pay which shall be based on a thirty seven and one half (37½) hour week. An out of turn tour of duty may be substituted for a regularly scheduled tour of duty by mutual agreement between employees involved and the Chief, or the Chief's designee, without invoking overtime benefits.
- 14.2 Employees who are required to work beyond the normal quitting time shall be paid at the overtime rate for the work performed, provided that the employee shall receive no less than one (1) hour's pay at the rate of time and one half (1½). Watch Commanders who are required to work fifteen minutes or less beyond their normal quitting time shall receive no extra compensation. Should they be required to work beyond fifteen minutes however, they shall be paid at the overtime rate for the work performed beginning at the end of their normal quitting time. Should Watch Commanders work beyond their normal quitting time due to assisting at the scene of an incident outside of the police station, the fifteen minute restriction shall not apply.
- 14.3 Any member of the bargaining unit called back to work before his regularly scheduled duty assignment shall be guaranteed a minimum of three (3) hours of pay at the overtime rate but only for the purpose of supplementing shift staffing for unplanned emergency

service events involving a serious and substantial threat to the health and safety of persons or property.

The provisions of this section shall not apply to employees on the premises of the employer immediately before or after a scheduled shift duty assignment, or to overtime assignments for the purpose of managing the regular shift staffing. Nothing in this article shall restrict the right and authority of the Police Chief to mandate overtime for police services.

- 14.4 All assigned, authorized or approved services outside an employee's regularly scheduled tour of duty, including service on an employee's regular time off or during his vacation, when rendered to a department of the Employer other than the Police Department, shall be performed at the time rates as established for outside details provided for in this Agreement.
- 14.5 All overtime and outside work shall first be offered to full time officers on a rotating basis by seniority to permit the employees to obtain overtime work equally. The Chief or the Chief's designee shall have the authority to modify the rotation of overtime as he/she deems necessary to ensure adequately experienced staffing in regards to probationary officers. In the event that the overtime is based on an unplanned emergency service event, involving a serious and substantial threat to health and safety of person and/or property, and the need is perceived to be three (3) hours or less and within four (4) hours of an officer's next duty assignment, the commanding officer may offer the overtime assignment to that officer. These events are exempt from the "rotating basis."
- 14.6 By mutual agreement between the Chief of Police, or the Chief's designee, and the individual officer involved, overtime may be compensated by time off. If the overtime is to be compensated by time off, such compensatory time shall be at the rate of time and one half.

All compensatory time must be taken within twelve (12) months of the time earned. All compensatory time shall be taken in a similar manner as other leave such as vacation, holidays, and personal days. Once scheduled, compensatory time shall not be cancelled by the Chief or the Chief's designee for any reason except when the needs of the public safety require, or by mutual agreement between the employee and the employer. Employee shall maintain his option to cancel said scheduled compensatory time. If an individual officer is unable to take his compensatory time in the allotted period, the twelve (12) month period may be extended by mutual agreement. Effective January 1, 2006, upon request, an employee may exchange compensatory time for wages consistent with this Article or Sick Leave consistent with Article 12. The request shall be made during a designated pay period in the months of June and December of each contract year.

- 14.7 For purposes of Fair Labor Standards Act overtime calculation, the work or payroll period shall be a twenty-eight (28) day period.

ARTICLE 15  
OUTSIDE DETAIL

- 15.1 The provisions of this Article shall govern the assignment of outside paid police details to the employees covered by this Agreement when such work is to be paid for by the Town of Wilbraham, any other municipality or department thereof, an outside individual, corporation or organization.
- 15.2 Such assignment shall be made by the Chief or the Chief's designee, on a voluntary basis to off duty personnel and to on duty personnel who are actually on duty and have personal leave available. No such assignments shall be made that result in the payment of overtime to staff regular shifts. For the purposes and distribution, a list will be developed which shall include all full time members of the Department listed according to length of service, with the individual having the longest service appearing first. The Chief, or the Chief's designee, shall assign outside detail on a rotating basis, beginning with the first on the list as equitably as possible to all eligible employees. Employees will not be eligible to work more than a total of 24 hours of outside detail during the four (4) consecutive working days of a full regular work week as outlined in Article 8.1. In the event that no eligible employee is available and willing to work, the Chief, or the Chief's designee, may assign outside detail to reserve officers or officers from other jurisdictions. The Chief or the Chief's designee, shall maintain a record of such assignments which may be examined by a member of the Union at reasonable times and with reasonable notice.
- 15.3 If an employee is not notified of a cancellation within four (4) hours of an outside detail, or an employee reports to an outside detail and said detail is cancelled, a minimum of four (4) hours shall be paid to such employee, except when the cancellation is due to weather, in which case a two hour notification is required. The Union agrees in principle to be flexible on deviation from its cancellation policy for town funded projects without establishing a past practice. All outside details shall be paid to members of this bargaining unit at one and one half (1½) times the Sergeant's hourly rate which shall be computed on a thirty seven and one half (37½) hour work week.
- 15.4 In the event no officer is available for outside work, the senior officer on the duty roster, on a rotating basis by seniority, provided the officer has completed his or her daily tour of duty, shall be offered the outside detail prior to offering said detail to a reserve officer or an officer outside the Wilbraham Police Department. All outside details worked on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day shall be paid to members of the bargaining unit at a rate equal to two (2) times the Sergeant's hourly rate.
- 15.5 Payment for all outside details will be made on a regular basis on a Town payroll and will conform to all Internal Revenue Service regulations. The Town reserves the right to charge any administrative costs involved as provided for in law.
- 15.6 Nothing in this Agreement prohibits members of the bargaining unit from volunteering their services as police officers for projects which are for the good of the community.

- 15.7 When alcohol is going to be served at an outside detail, then two officers shall be hired to work the detail.
- 15.8 If an employee performs outside detail work for more than eight (8) consecutive hours, the employee shall be paid at a rate equal to one and one half (1½) times the extra duty rate. Paid detail work for the Town of Wilbraham is specifically exempted from the requirement to pay one and one-half (1 ½) times the extra duty rate after 8 hours.
- 15.9 Acceptance of Outside Detail Work – Other Communities. The provisions of Sections 15.3, 15.4 and Section 15.8, shall not be construed to mean that an employee cannot be paid at rates of pay which are different from this Article while working in a community other than Wilbraham. Therefore, notwithstanding the provisions of Section 15.3, Section 15.4 and Section 15.8, an employee may be paid at the contractual rate for extra or outside detail work as negotiated for police officers of the host community, as well as the minimum hours guaranteed or overtime rate negotiated for police officers of the host community.

The Chief of Police, or the Chief's designee, shall have the management right to approve and assign such outside detail work consistent with the current labor agreement. It is understood that Wilbraham details will take precedence over any details in other communities.

Police officers accepting the extra or outside detail work in another community shall be responsible for obtaining and submitting the contract rate information of the host community and the billing information for the vendor. Payroll will not be processed for such extra or outside detail work until the rate and vendor information has been submitted by the officer and verified by the Town.

Any detail work done in another community under this Section 15.9 shall be under the work rules of that community and all issues resulting from, or related to, such work shall not be the basis for any grievance or the subject of the grievance process outlined in this Agreement.

#### 15.10 Assignment of Police Officers to Traffic Details

- (a) The Chief of Police or his/her designee, after consultation with the Town Administrator, will, in his/her sole discretion, determine the appropriate level of police service in the Town of Wilbraham to ensure the public safety. When the Chief or his/her designee determines there should be an outside police detail, the Chief of Police or his/her designee shall first offer the assignment to a police officer, on a paid detail basis, where there is a street opening or where any work is to be done on a public way in the Town of Wilbraham. The assignment or non-assignment of a police officer by the Chief shall not be subject to the grievance and arbitration process. Nothing in this section shall be construed as limiting the rights of the Union under Article 9.01.

- (b) When police officers are assigned to detail work performed for the Town or the Hampden-Wilbraham Regional School District (HWRSD) for a Town or HWRSD paid detail where a single detail assignment is divided up into multiple assignments by the Chief, police officers will not be eligible for time and one-half after eight hours; provided, however, if the scheduled assignment is an outside detail work that is scheduled for eight (8) hours or less but later extends beyond eight (8) hours, the time actually worked by the police officer beyond the eight (8) hours shall be compensated at time and one-half the detail rate. Under no circumstance shall an officer be eligible for time and one-half the detail rate for working less than eight (8) hours.

ARTICLE 16  
SPECIALIZATION DIFFERENTIAL

- 16.1 Any employee designated as photography/fingerprinting specialist shall receive a differential payment of three percent (3%) of his base salary.
- 16.2 An employee designated as a technical and mechanical specialist with such responsibilities for overseeing and maintaining Police Department equipment and facilities as may be designated by the Police Chief shall receive a differential payment of five percent (5%) of his base salary.
- 16.3 An employee designated by the Chief of Police as a technical operations specialist with the responsibility of overseeing and maintaining technical equipment of the police department shall receive a differential payment of five percent (5%) of his base salary.

Technical operations shall include but not be limited to department computers, CJIS/LEAPS, telephone system/E911, dispatch, and dictaphone.

- 16.4 An employee designated by the chief of Police as a mechanical operations specialist with the responsibility of overseeing and maintaining the mechanical equipment and facilities of the police department shall receive a differential payment of five percent (5%) of his base salary.

Mechanical operations shall include but not be limited to police vehicles, police equipment, radios, intoxilizer, physical plant, and cells.

ARTICLE 17  
UNIFORM ALLOWANCE

- 17.1 Each employee shall receive an amount equal to 2.5% of a patrol officer's base pay to establish a clothing allowance fund effective the first payroll period of the fiscal year. The fund balance of this account shall be disbursed in total in the first payroll of the Fiscal Year. Newly hired officers shall have access in their first year to 1.5% of their second year allowance. The purpose of this allowance is expanded so that it may include the purchase of bulletproof vest, weapons, cleaning and maintenance of uniforms, or the purchase of other necessary clothing and equipment.

- 17.2 If a uniform or any part thereof is damaged or destroyed as a result of an emergency situation or defective equipment, through no fault or carelessness of the officer, said officer may petition the Chief of Police, or the Chief's designee, to repair or replace such uniform or part thereof at no cost to the officer.
- 17.3 Any uniform change or additional equipment to be carried or worn by the patrol officer will first be discussed with the Union prior to said change or addition taking effect.

ARTICLE 18  
SHIFT DIFFERENTIAL

- 18.1 Employees shall receive an additional 3% differential in pay, based upon their regular hourly rate as determined by the provisions of Article 30 "Wages," when assigned to the Afternoon shift.

Employee shall receive an additional 4% differential in pay based on their regular hourly rate as determined by the provisions of Article 30 "Wages" when assigned to the Late Watch shift.

ARTICLE 19  
HIGHER GRADE DIFFERENTIAL

- 19.1 Regular full time patrol officers covered by this Agreement when assigned as Watch Commander or Acting Sergeant shall be compensated at the rate of pay established for a Sergeant for all actual time worked in said assignment.
- 19.2 Sergeants who are designated in writing to serve as Captain shall receive an additional 20% differential in pay based upon their regular hourly rate as determined by the provisions of Article 30 "Wages". Sergeants who are designated in writing to serve as Police Chief shall receive an additional 30% differential in pay based upon their regular hourly rate as determined by the provisions of Article 30 "Wages".

ARTICLE 20  
EDUCATIONAL INCENTIVE

- 20.1 At a Town Meeting in October, 1997, the Town accepted the provisions of General Laws Chapter 41, Section 108L. The provisions of that law are not subject to the grievance and arbitration provisions of this Agreement except as to the application of the following provisions in this Article. Equal payments shall be made with the first paychecks in November and May.

Effective upon ratification and implementation of this Agreement, those officers currently receiving Quinn Bill benefits under M.G.L. c. 41, §108L, will be grandfathered and will continue to receive both the State's share and the local share of the Quinn Bill payments based on a percentage as provided under M.G.L. c. 41, 108L.

ARTICLE 20A  
EDUCATIONAL INCENTIVE

(Non-Quinn Bill Eligible Officers)

20A.1 Effective upon ratification and implementation of this Agreement, existing officers who were hired prior to July 1, 2013, and are currently not eligible to receive benefits under the Quinn Bill statute, will be eligible to receive an annual educational incentive for a Bachelor's of Arts or Sciences Degree or Master's Degree in Criminal Justice or other law-enforcement Post-Graduate degree from an accredited college or university as set forth below:<sup>1</sup>

	PATROL OFFICER	SERGEANT
Bachelor's Degree	\$5,269.00	\$6,323.00
Master's Degree	\$6,586.57	\$7,904.01

(New Hires)

20A.2 Effective upon ratification and implementation of this Agreement, for new hires (officers hired after July 1, 2013) not otherwise eligible for Quinn Bill benefits, the officer will be eligible to receive an annual educational incentive for a Bachelor's of Arts or Sciences Degree or Master's Degree in Criminal Justice or other law-enforcement Post-Graduate degree from an accredited college or university as set forth below:<sup>1</sup>

	PATROL OFFICER	SERGEANT
Bachelor's Degree	\$5,269.00	\$6,323.00
Master's Degree	\$6,586.57	\$7,904.01

ARTICLE 21  
BEREAVEMENT LEAVE

21.1 Employees who are eligible for bereavement leave pursuant to this Article who wish to take time off under this Article shall notify their supervisor as soon as possible.

Employees covered by this Agreement will be granted four (4) working days bereavement leave for the death of an "Immediate Family Member" of the employee. An "Immediate Family Member" of the employee shall be considered to be an employee's current spouse, father, mother, son, daughter, brother, sister, stepfather, stepmother and step-children.

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<sup>1</sup> To be made in semi-annual payments.

Employees covered by this Agreement will be granted two (2) working days bereavement leave for the death of an "Other Legal Relative" of the employee. An "Other Legal Relative" of the employee shall be defined as an employee's aunt, uncle, grandparents, grandchildren, niece, nephew, current sister-in-law, current brother-in-law, current son-in-law and current daughter-in-law.

Leave granted under the definition of "Other Legal Relative" must be for travel to and from and attendance at services related to the funeral of family members of the family as described above.

An employee may use up to four (4) days Sick Leave for bereavement for the death of an Immediate Family Member of the employee (as defined in this Article) after using their allotted days of bereavement leave. An employee may use up to two (2) days Sick Leave for bereavement for the death of an Other Legal Relative of the employee (as defined by this Article) after using their allotted days of bereavement leave.

## ARTICLE 22 PROMOTIONAL PROCEDURE

22.1 Section 1 – All present members of the bargaining unit who have three (3) consecutive years of experience as members of the Wilbraham Police Department as of the date of a written promotional examination shall be afforded the opportunity to be considered for a promotion(s). The promotional procedure provided in this section shall not apply to the position of Chief of Police.

Section 2 – At least sixty (60) days (at least 90 days if the Chief has official notice of an upcoming position opening and if materials for the exam would be available at such earlier notice date) before any written promotional examination, an official notice stating the specific vacancy shall be posted. This notice shall include:

1. The closing date by which time all candidates must have filed an application for the examination, shall be thirty (30) days from posting;
2. The list of eligible personnel;
3. Subjects to be covered in the written exam;
4. Texts used as source materials;
5. Date of written exam.

Section 3 – It is agreed that the written examination shall commence not earlier than 9:00 A.M. nor later than 4:00 P.M. and will not be scheduled on any Sunday or observed holiday. Any employee scheduled to take a promotional exam may take earned time off if the examination is being held sixteen (16) hours or less from the employees end of shift, regardless of the resultant shift complement.

Section 4 – All individuals who obtain a passing score on the aforementioned examination shall be interviewed orally for the position(s) by the Board of Selectmen.

Section 5 – In making its appointment to the position(s) in question, the Board of Selectmen shall consider factors relative to an applicant, such as but not limited to, the following: written test score, record of service, presence during the oral interview, leadership qualities and/or abilities, recommendation of the Police Chief, attendance at work, ability to perform job duties in a responsible, effective and efficient manner, and ability to interact well and effectively with fellow employees and the general public.

Section 6 – An applicant at the time of appointment selected for a promotion by the Board of Selectmen shall be physically able to perform his/her assigned duties and/or responsibilities. If applicant selected for a promotion is unable to assume his duties, then the Board of Selectmen may appoint another officer to serve in an acting capacity. The individual selected for a promotion shall not receive any salary adjustments, or changes in benefits as a result of the aforementioned promotion until he or she is physically able to perform his or her duties.

Section 7 – In the case where two or less members of the bargaining unit, pass the aforementioned written promotional examination and following the oral interview, the Board of Selectmen determine that no available candidate is suitable to fill the vacancy(ies) in question, the Board and/or its designee, shall meet with representatives of NEPBA prior to the Town taking any further action.

#### ARTICLE 23 NO STRIKE CLAUSE

- 23.1 No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services. Any authorized representative of the Union shall have the right to communicate with the citizens of the community on issues which affect the welfare of Union members, but not including official police or public security matters.

#### ARTICLE 24 PERSONAL DAYS

- 24.1 Employees covered by this Agreement shall be awarded four (4) personal days at the beginning of the Fiscal Year (July 1 – June 30), two of which may be taken regardless of manpower in the first six (6) months, and two in the second six (6) months. If in the first six (6) months two (2) of the four (4) personal days are not used, they may be carried over into the next six (6) months. Notwithstanding the first sentence of this Section 24.1, no personal days may ever be used on a “premium holiday” as defined in Article 11.3 if such use would create overtime. All personal time must be used by the end of the fiscal year. (See related Article 12.7)

ARTICLE 25  
PREVIOUS EMPLOYMENT CONDITIONS

- 25.1 All conditions of employment currently enjoyed by employees in accordance with statute or by law, the subject of which has not been made a part of this Agreement, shall continue for the duration of this Agreement.

ARTICLE 26  
INDEMNIFICATION

- 26.1 Indemnification provisions as provided by Chapter 41, Section 100 and 111F of the Massachusetts General Laws, as amended, shall be continued during the term of this Agreement.
- 26.2 Upon proper notification by an employee of an injury sustained on duty, the Police Chief, or the Chief's designee, shall review and report to the Town Administrator, within a reasonable period of time, whether he or she believes the reported injury was in fact sustained in the line of duty. If the report and recommendation by the Police Chief, or the Chief's designee, supports the contention that the reported injury was sustained in the line of duty, the Town Administrator shall implement appropriate payroll and employee leave procedures. The Town Administrator shall, within a reasonable period of time, forward a request for indemnification to the Board of Selectmen. The Board of Selectmen shall act upon the request within a reasonable period of time.

The New England Police Benevolent Association, Local 120, and the employee shall be notified in writing of the actions of the Chief, or the Chief's designee, Town Administrator, and the Board of Selectmen pursuant to this section.

- 26.3 Officers on approved IOD shall contact the Chief of Police or the Chief's designee once a week to update him or her on their condition and treatment. This reporting period may be extended by the Chief of Police.

Officers who have formally filed for disability retirement with the Retirement Board shall contact the Chief of Police or the Chief's designee once a month to advise him or her of their condition, treatment, and status. This reporting period may be extended by the Chief of Police. Should there be a major change in an officer's condition, treatment, status or retirement application he or she shall contact the Chief of Police or the Chief's designee as soon as possible.

Officers who have formally filed for disability retirement with the Retirement Board shall provide the Chief of Police or the Chief's designee with copies of his disability retirement application and substantiating documentation.

- 26.4 After thirty (30) days on injured on duty leave, an officer who remains on such leave shall continue to accrue seniority and shall be paid the weekly salary set forth in Article 30 of the Agreement. During such period, the provisions of Articles 12, 13, 16 and 17 shall not be applicable. Shift differential pay will continue for officers on IOD

whose regular assignment was to a differential paid shift prior to the injury. Personal days credited under Article 24 shall be reduced by one for each one quarter of the year during which the employee is on IOD. The weekly salary paid to an officer while on injured on duty leave shall not be reduced by an application of the provisions of Article 21.

- 26.5 The Town shall offer to all officers Hepatitis B vaccinations free of charge on a voluntary basis. Officers participating shall attend pre screening and post screening, if any, and all vaccinations on their own off duty time.

ARTICLE 27  
SAFETY COMMITTEE

- 27.1 A Safety Committee shall be appointed annually consisting of at least one member from each shift, appointed annually by the bargaining unit. Said Committee shall appoint its own Chairman and meet regularly to review safety practices. The Safety Committee may make recommendations to the Chief of Police.

ARTICLE 28  
PHYSICAL FITNESS PROGRAM

- 28.1 The Town and the Union agree to the importance of physical fitness for all members of the Department. The bargaining unit agrees to participate in the development and implementation of a voluntary physical fitness program.

ARTICLE 29  
SEVERABILITY

- 29.1 In the event any Article, paragraph or provision of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, paragraph or provision thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Town and the Union agree to negotiate a substitute for the invalidated Article, paragraph or provision thereof.

ARTICLE 30  
WAGES

30.1

Effective 7/1/2017*			
Rank/Service	Hourly		
Probationary	\$ 27.47		
Patrol Officers 1-4 yrs	\$ 28.85		

\* Arithmetic subject to verification by the Town and the Union.

Patrol Officers 5+ yrs	\$ 29.27		
Sergeant	\$ 35.14		
<b>Effective 7/1/2018*</b>			
<b>Rank/Service</b>	<b>Hourly</b>		
Probationary	\$ 28.02		
Patrol Officers 1-4 yrs	\$ 29.42		
Patrol Officers 5+ yrs	\$ 29.86		
Sergeant	\$ 35.84		
<b>Effective 7/1/2019*</b>			
<b>Rank/Service</b>	<b>Hourly</b>		
Probationary	\$ 28.58		
Patrol Officers 1-4 yrs	\$ 30.01		
Patrol Officers 5+ yrs	\$ 30.46		
Sergeant	\$ 36.56		

**ARTICLE 31**  
**LONGEVITY**

31.1 Upon their anniversary dates, employees shall earn a longevity benefit payment based upon the following schedule:

Effective July 1, 2008:

10 years but less than 15 years	3.5% of base pay
15 years but less than 20 years	4.0% of base pay
20 years but less than 25 years	4.5% of base pay
25 years but less than 29 years	5.0% of base pay

31.2 Upon their anniversary dates, employees hired after July 1, 2013, shall earn a longevity benefit payment based upon the following schedule:

Effective July 1, 2013

10 years	\$2,000
15 years	\$2,500
20 years	\$3,000
25 years	\$3,500

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\* Arithmetic subject to verification by the Town and the Union.

\* Arithmetic subject to verification by the Town and the Union.

ARTICLE 32  
LIGHT DUTY

- 32.1 Subject to the conditions set forth in this Article, the Police Chief or the Chief's designee, may require an employee on Injured on Duty (IOD) status, or may allow an employee injured while off duty, to perform light duty.
- 32.2 Light duty is intended for injured employees who are expected to return to full duty within a reasonable time. Light duty may be required only if the employee's or Town's physician finds that the employee is physically capable of performing the light duty assignment proposed by the Chief, or the Chief's designee, examples of which shall be detailed in writing. If the employee's physician and the Town's physician disagree as to the employee's physical capability for such duty, the employee and the Town shall jointly designate a physician agreeable to both, who at the Town's expense, shall examine the employee and render a written medical opinion as to the employee's fitness to perform light duty assignments. Such opinion shall be binding on both parties. During the course of the assignment, the procedure described above may be re-established at the request of the Town's or employee's physician.
- 32.3 If an employee has been determined to be capable of performing light duty, and is in fact assigned to light duty, the employee shall be placed on his/her normal shift schedule as outlined in Article 8, unless otherwise mutually agreed upon by the employee and the Chief of Police, or the Chief's designee. However, if a holiday falls on the employee's normal shift schedule, the employee shall receive holiday leave on that day. The employee shall be eligible for all rights and benefits without proration provided under this contract. The Town shall make reasonable accommodations to assist in the rehabilitation of the employee's injury. Employees on light duty assignment shall not be included in any calculation which determines shift complement.
- 32.4 Light duty under this article shall refer to police related work presently performed by bargaining unit personnel which shall not aggravate or retard the healing of the employee's injury. Examples of light duty may include, but not be limited to, investigation, clerical work normally performed by a police officer, administrative assistant to the Watch Commander, assist in the maintenance of police equipment, assist with crime prevention programs, and operation of computer systems.
- 32.5 To the extent possible, reasonable accommodations shall be made to minimize the perception that the employee is eligible or expected to perform full duty assignments. The employee shall not wear a police uniform while on light duty assignment, unless otherwise mutually agreed upon by the employee and the Chief of Police, or the Chief's designee.
- 32.6 No light duty assignment shall commence unless the Chief has received a report from a physician, or the physician's designee, identifying the actions the employee is prohibited from. The report shall also include the anticipated date of return to full duty and the date of the next medical appointment.

ARTICLE 33  
SUBSTANCE ABUSE

- 33.1 The Town and the Union shall follow a Substance Abuse Procedure which is incorporated in this agreement as EXHIBIT E.

ARTICLE 34  
MISCELLANEOUS PROVISIONS

- 34.1 The Union shall be permitted use of a reasonable amount of space for placing notices on the bulletin board in the Squad Room. Such notices may include information relative to Union office elections, in addition to general Union business and notices. The Union agrees not to post any derogatory or inflammatory material.
- 34.2 Clothing, watches, eyeglasses, dentures, and contact lenses damaged or destroyed in the line of duty shall be replaced by the employer on recommendation of the Chief of Police, or the Chief's designee.
- 34.3 If under the rules and Regulations of the Department an officer is required to have a gun permit, then said permit will be paid for by the Town of Wilbraham.
- 34.4 The Town agrees to make every effort not to call officers at their homes at unreasonable times about police matters.
- 34.5 *Reserved for future use.*
- 34.6 Employees required to report to serve as a juror shall, if scheduled to work that day, have their hours of work changed to the hours spent as a juror, except that if released from duty as a juror before noon, such employee shall report to work when released and work until 4:00 P.M. An employee required to serve as a juror shall be paid an amount equal to the difference between the compensation received for such service and his regular pay.
- 34.7 A Departmental grooming policy may prohibit the wearing of beards.
- 34.8 Upon termination or retirement of an officer, the Town will continue its past procedure of accruing benefits through the payable period and date nearest to the date of separation.
- 34.9 The Department shall not employ both members of a married couple. In the event that two existing members of the department marry, either one member shall voluntarily separate from the department or the member with least seniority shall separate from the department. This provision is not to be applied retroactively to prohibit the employment of both spouses where the marriage occurred prior to July 1, 2004.
- 34.10 No employee shall be assigned to duty or be eligible for compensation without having an active Right to Operate a Motor Vehicle in the Commonwealth of Massachusetts, or an active Massachusetts License to Carry Firearms. If the employee is named as a defendant in any Abuse Prevention Order, the employee may be ineligible for work if

the Chief finds corroborating and substantial evidence such as witness statements coupled with photographs of injuries and/or medical documentation indicating that an employee did in fact physically abuse the plaintiff in the Abuse Prevention Order. The aggrieved employee may grieve the Chief's order rendering him or her ineligible for employment at Step 2 and an administrative hearing shall be held within the contractual time frame set forth in the grievance arbitration procedure. An employee may use earned time off up until the time of any arbitrator's decision.

34.11 In the event of layoffs, officers shall be separated by inverse seniority, and rehired by seniority prior to hiring any new officers.

34.12 Direct Deposit. All members of the bargaining unit shall participate in direct deposit.

34.13 Bi-Weekly Payroll. The Town may institute a bi-weekly payroll system.

#### ARTICLE 35

##### DURATION

35.1 This Agreement will become effective July 1, 2017, and will continue and remain in full force and effect to and including June 30, 2020. The parties agree that if they wish to negotiate a successor Agreement they will notify the other in writing no sooner than October 1, 2019, and no later than October 31, 2019. In the event either party desires to negotiate a new contract and one has not been agreed on by July 1, 2020, this contract may be extended by mutual agreement.

#### ARTICLE 36

##### CELL ATTENDING SERVICES

36.1 It is agreed that monitoring and safeguarding subjects that are being held in custody is within the duties of a police officer. When these duties are to be supported by the addition of man hours to a scheduled shift, the request will first go to Wilbraham Police Officers and then to Civilian cell attendants certified for such duty by the Wilbraham Police Department. If the request for services is not filled on a voluntary basis, then the mandatory assignment shall be made to a police officer. If a mandatory assignment is made, the mandatory assignment shall be made consistent with existing policy.

#### ARTICLE 37

##### HEALTH INSURANCE

37.1 For full-time employees who elect to participate in the Town's group health insurance program, the Town agrees to maintain at least a sixty-eight percent (68%) contribution towards the health insurance premium, with the subscriber paying the remaining thirty-two percent (32%).

ARTICLE 38  
SENIORITY

38.1 Seniority shall be determined by the officer's date of hire as established by the Town.

38.2 In cases of promotion, the seniority of officers who are promoted to a rank above patrol officer shall be determined as of the date of the promotion to the higher rank. The date of promotion shall not alter an officer's seniority rights under Article 13.1.

38.3 In the case of a tie in Departmental seniority (i.e., two officers are appointed to the same rank on the same date), seniority shall be determined by the order of appointment of the Board of Selectmen.

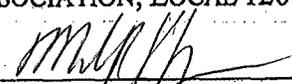
## **MEMORANDUM OF AGREEMENT**

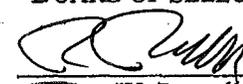
The Town and the Union agree that, effective July 1, 2005, the group health insurance coverage of bargaining unit members shall be on the same terms as the group health insurance coverage provided to members of other Town bargaining units, namely, that plans with lower premiums and higher co-pays than prior plans will thereafter be in effect.

IN WITNESS WHEREOF, the Town of Wilbraham has caused this Agreement to be signed in its name and behalf by the Board of Selectmen. The New England Police Benevolent Association, Local 120, has caused this Agreement to be signed in its name and behalf by its Negotiating Committee, this 8<sup>th</sup> day of January, 2017.

NEW ENGLAND POLICE BENEVOLENT  
ASSOCIATION, LOCAL 120

TOWN OF WILBRAHAM,  
BOARD OF SELECTMEN

  
\_\_\_\_\_  
Officer Michael J. Cygan, President

  
\_\_\_\_\_  
Robert W. Russell, Chairman

  
\_\_\_\_\_  
Sergeant Mark A. Paradis, Negotiating  
Committee

  
\_\_\_\_\_  
Robert J. Boilard

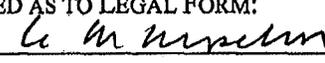
  
\_\_\_\_\_  
Officer Christopher C. Arventos,  
Negotiating Committee

  
\_\_\_\_\_  
Susan C. Bunnell

Dated: 1-8-18

Dated: 1/8/18

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
D. M. Moschos, Esq., Labor Counsel

Dated: 1/8/18