

Agreement
Between
The Town of Uxbridge
And
Local 123 of the Massachusetts Coalition
Of Police, AFL-CIO

1 July 2022 – 30 June 2023

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COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF UXBRIDGE AND
LOCAL 123, MASSACHUSETTS COALITION OF POLICE, AFL-CIO

This Agreement and any such other Agreements entered into that supplement or amend this Agreement, by and between the Town of Uxbridge, hereinafter referred to as "Town" or Municipal Employer acting by and through its Board of Selectmen and Local 123 of the Massachusetts Coalition of Police, AFL-CIO, hereinafter referred to as the "Union".

WITNESS

WHEREAS, the well being of the employees covered by this Agreement and efficient and economic operation of the Police Department of the Town require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS, the participation of the employees in the collective bargaining process contributes to the effective conduct of the public business and Police Administration; and

WHEREAS, the parties of this Agreement consider themselves mutually responsible to implement the provisions contained in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

ARTICLE I: Persons Covered by This Agreement

The Town recognizes Local 123, Massachusetts Coalition of Police, AFL-CIO, as the exclusive representative for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of all police sergeants, police officers (permanent full time), excluding reserve officers and all other Town employees, employed by the Police Department at the time of this Agreement; all of whom are employed by the Police Department and in the service of the Town.

ARTICLE II: Employees Right and Representation

Section 1. Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist in the Union. The freedom of employees to assist the Union shall be recognized as extending participation in the management of the Union, and acting for the Union in the capacity of a Union officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the Police Department, to the Town Meeting and to members of the General Court, or to any other appropriate authority or official, provided the exercise of such rights does not circumvent the tenets of good faith bargaining pursuant to MGL Ch-150-E and attendant Massachusetts Labor Relations Case Law.

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make arrangements with any such group or organization which would violate any right of the Union under this Agreement. Further, no department official, representative, agent or employee of the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union.
2. Interfere with the formation, existence, operations, administration, or negotiations of the Union.
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union; or otherwise act to the disadvantage of work opportunities or earning power of the employees covered by this Agreement.
4. Discriminate against any employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the Union, or in his own behalf, or
5. Refuse to meet and negotiate, or confer on matters with officers or representatives of the Union.

Section 2. The members of the Union Bargaining Committee, not to exceed three (3), exclusive of the President, and one (1) member to represent each main shift, who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract or supplements thereto.

Section 3. Union officers, representatives or grievance committee members, not to exceed three (3), may be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances with the employee or others involved, and to participate in any grievance step as described in Article V hereof, or in arbitration procedures consequent thereupon. Such officers, representatives, or grievance committee members who work with any night platoon may have their hours and schedule or work accordingly adjusted to effectuate the purposes of this section.

Section 4. Union officers, representatives or grievance committee members shall be permitted to discuss official Union business with employees during work hours provided such discussion does not interfere with police business, and shall be permitted to discuss such business with the Chief of Police at all mutually convenient times.

Section 5. Union officers, representatives or grievance committee members, up to a maximum total of three (3), in any one instance, shall be granted leave of absence, without pay but with no loss of benefits, if they so request, to attend meetings of the Board of Selectmen, the Town Meeting, the General Court, or other public body, subject to the reasonable discretion of the Chief of Police.

ARTICLE III: Management Rights

Section 1. Except as otherwise expressly and specifically provided in this Agreement and applicable State law, the supervision, management and control of the Police Department operations, working force and facilities are exclusively vested in the Town and their agent, the Chief of Police. Without limiting the generality of the foregoing, the Town through their agent, the Chief of Police, has the right to plan, direct, and control the Police Department operations and working force, to hire, transfer, promote, assign and lay off employees to demote, suspend, discharge, or take other disciplinary action against employees for just cause, to evaluate employees, determine the hourly, daily and weekly schedules of employment, the work tasks and standards of performance for employees. The right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom, and the extent to which it may have things done by its own equipment, facilities and employees or by others, to make, administer and enforce reasonable work rules and regulations, to take whatever action may be necessary to carry out its work in situations of emergency, all such rights being vested exclusively with the Town and their agent, the Chief of Police.

Section 2. Any of the rights, powers, and authorities which the Town and Chief of Police had prior to entering into this Collective Bargaining Agreement are retained by the Town, except as modified by this Agreement.

Section 3. Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Town and Chief of Police, which may not be granted or waived by the Town under the statutes of the Commonwealth of Massachusetts.

ARTICLE IV: Stability of Agreement

Section 1. No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

Section 2. The failure of the municipal employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of the agreement shall not be considered as a waiver or relinquishment of the right to future performance of any such term or provision, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE V: Grievance Procedure

Section 1. Definition: The term "grievance" shall mean any dispute concerning the interpretation, application, enforcement, violation or meaning of this Agreement.

Section 2. Grievance shall be processed as follows:

Step 1. Grievances may be first presented by the employee and/or the union representative to the officer designated by the Chief of Police as in charge of the employee's shift or such other officer so designated, within thirty (30) days of the occurrence of such grievance, and an earnest effort shall be made within the next forty-eight (48) hours to adjust the grievance in an informal manner.

Step 2. If the grievance is not resolved in Step 1, the grievance shall then be reduced to writing by the Union and presented to the Chief of Police. The Chief shall meet with the Grievance Committee and/or

employee(s) involved within five (5) days from the time the grievance is presented to him to discuss and attempt to adjust the grievance, and he shall answer the grievance in writing within ten (10) days after the meeting.

Step 3. If the grievance is not resolved in Step 2, the written grievance shall be submitted to the Town Manager, by the Grievance Committee within ten (10) days after the last aforementioned ten (10) day period. The Town Manager shall meet with the Grievance Committee within ten (10) days after the receipt of the written grievance to discuss and attempt to adjust the grievance and will answer the grievance within seven (7) days after the meeting.

Step 4. If the grievance is not resolved in Step 2, the written grievance shall be submitted to the Board of Selectmen of the Town by the Grievance Committee within ten (10) days after the last aforementioned ten (10) day period. The Board of Selectmen shall meet with the Grievance Committee within ten (10) days after the receipt of the written grievance to discuss and attempt to adjust the grievance and will answer the grievance within seven (7) days after the meeting.

Step 5. If the grievance is not satisfactorily adjusted in Step 3, or answered by the Board of Selectmen within the time limit set forth above, it may thereafter be submitted by the Union within forty-five (45) days after the meeting with the Board of Selectmen, or within sixty (60) days after submission to the Board of Selectmen at Step 4, whichever later occurs, to arbitration, by written notice to such effect be given to the Board of Selectmen, attention its Chairman. The Arbitrator shall be selected by mutual agreement of the parties.

If the parties fail to agree on the selection of a single arbitrator, the moving party may request the "State Board of Conciliation and Arbitration" or the American Arbitration Association to provide a panel of arbitrators from which a selection of a single arbitrator shall be made in accordance with the rules of the American Arbitrators Association. In matters involving violations of Article XXI, the Board of Selectmen will give the Union written notice of the No-Strike violation and if the matter is not resolved, the Board of Selectmen may seek arbitration under these procedures.

Each party hereto shall bear the expense of preparing and presenting its own case. The parties shall share equally in the cost, if any, of the arbitrators' services.

Any arbitration hearing shall be held during weekdays, if at all possible, and the grieving employee(s), the members of the Union Grievance Committee (not to exceed three (3) in number), and any other employee called as a witness by such Committee shall be granted leave of absence with pay while participating in arbitration hearings.

The decision of the arbitrator shall be final and binding upon the parties.

The time limits established by this Article may be extended by mutual consent of those parties participating at each Step in the grievance and arbitration procedure.

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

Any grievance of a general nature effecting a large number of employees may be at the option of the Union be filed at Step 2 of the grievance procedure.

ARTICLE VI: Personnel Action

No employee shall be removed, dismissed, discharged, suspended, or disciplined, except for just cause, as provided under Massachusetts General Laws, Chapter thirty-one (31), Civil Service.

ARTICLE VII: Hours of Work

Section 1. Scheduled Tours of Duty or Work Shifts, Work Week, etc.: Employees shall be scheduled to work regular work shifts or tours of duty shall have regular starting times and quitting times. All work assignments shall be posted on the department bulletin board seven (7) days in advance at all times.

The work day shall consist of eight (8) consecutive hours. All patrol officers including sergeants, covered by this Agreement, shall work the so-called four (4) and two (2) work schedule consisting of four (4) consecutive days (or nights) on duty and two (2) consecutive days (or nights) off duty.

- A. The starting and quitting times of several work shifts or tours of duty are as follows: 7:00 A.M. – 3:00 P.M., 3:00 P.M. – 11:00 P.M., 11:00 P.M. – 7:00 A.M.
- B. In the event that the complement of officers and sergeants increase in excess of nine (9) men, the Chief or Board of Selectmen may at their discretion institute any additional shifts other than set forth under subsection A for additional police officers only.
- C. The Chief may at his/her discretion institute special assignments. Such assignments shall normally be for no less than one (1) year. Such assignments shall normally be made during the October/April Shift Bid process. Assignments will be based on qualifications. Seniority will apply only in the event that qualifications are relatively equal.
- D. Said assignments shall consist of an eight (8) consecutive hour work day and not exceed the total number of annual hours encompassed by the so-called four (4) and two (2) work schedule. Employees shall be entitled to two (2) consecutive days (or nights) off duty weekly. Scheduled hours shall be posted seven (7) days in advance. Employees working night hours shall be compensated to reflect the appropriate shift differential as defined in Article XVI Section 5 of this Agreement.
- E. If for any non-disciplinary reason the Assignment is terminated, the affected officer shall not suffer any loss of time or benefits and shall be integrated to the patrol force with the same work hours until the next shift bid process.

Section 2. Overtime Services: All assigned, authorized or approved service outside of an employee's regularly scheduled tour of duty or work shift (other than paying police details), work week hours of work, including service on an employee's scheduled day off or during his/her vacation and service performed prior to the scheduled starting time for his/her regular work shift or tour of duty and service performed subsequent to the scheduled time for conclusion of his/her regular work shift or tour of duty, and including overtime service and paid for such.

- A. Overtime service shall not include:
 - 1. An out of turn work shift or tour of duty which is substituted for a regularly scheduled work shift or tour of duty at the request of an employee (subject to department approval).
 - 2. Swapped tour(s) of duty or work shift(s) between individual employees by their mutual agreement (subject to department approval).

Section 3. Scheduling of Overtime: In emergencies or as the need of service require, regular police officers (sergeants and officers) may be required to perform overtime work. All such employees shall be given as much advance notice as possible of overtime work opportunities. Scheduled overtime shall be posted and distributed to all regular employees on an equitable and fair basis. Employees other than those required to work beyond their normal shift or tour of duty due to the exigencies of their workday (such as an accident, etc.) shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept emergency situation where time is of the essence in executing the overtime job, such additional regular police officers are deemed necessary by the Town may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis.

Section 4. Non-Avoidance of Overtime Provisions: The scheduled work shifts or tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this Article.

Section 5. Method of Compensation of Overtime Services: An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his/her regular weekly compensation, time and one-half his/her straight time hourly rate for each hour of overtime service, or fraction thereof, provided however that the rate of compensation for overtime service on a holiday shall be as provided in Article XI, Section 2, of this Agreement. The straight time hourly rate shall be computed as one-fortieth of an employee's regular weekly compensation.

Employees shall not be required to accept compensatory time off in lieu of holiday or vacation pay (where such service is performed on a holiday or during vacation), and shall be remitted to employees within seven (7) days after the week in which such overtime is performed.

Section 6. Overtime Opportunities: Overtime service opportunities resulting from the inability of a regular full time police officer or reserve officer to report for scheduled work due to sickness, injury or other cause, shall be first offered to employees (regular full time) on a first refusal basis; only in the event such insufficient employees are available for or desirous of working on an overtime service basis shall such work opportunities be offered or afforded to reserve police officers. (For the purpose of this section only, "scheduled work" refers to work which was scheduled within seven (7) days of the date of the overtime service opportunity).

Section 7. Patrol Shift Assignments by Seniority: The Town recognized and will apply the principle of seniority in matters of shift assignments and selection of vacation periods. Shifts shall be worked in order of seniority and any new officer may be assigned to any shift for a period not to exceed six (6) months. An officer wishing to change shifts must notify the Chief thirty (30) days prior to a schedule change. Schedule changes shall be implemented on October 1st and April 1st. Any vacancy which occurs during a bid period shall be filled by the employee who requested that position (above their current shift) during the initial bid. If multiple officers requested the vacant shift (above their current shift), the shift will be offered to the officer with higher seniority. Should no employee request the vacant position, it will be filled in inverse seniority.

The sergeants shall be assigned to the 7:00 A.M. – 3:00 P.M., 3:00 P.M. – 11:00 P.M., and the 11:00 P.M. – 7:00 A.M. shifts and the principle of shift by seniority shall apply between the sergeants and the above mentioned shifts except when a sergeant is assigned as Acting Chief of Police and then the Sergeant shall be assigned 8:00 A.M. – 4:00 P.M. shift.

It is agreed that with regard to the police sergeants who are presently on the Police Department, seniority shall be in the following order: *** Seniority list is a living document which may be changed due to employment status changes by employees***

- | | |
|-------------------------------|----------------------------|
| 1) Sergeant David Bergeron | 4) Sergeant John Larrabee |
| 2) Sergeant Josiah Morrisette | 5) Sergeant Kevin Sullivan |
| 3) Sergeant Keith Stratton | |

It is further agreed that with regard to the police officers who are presently on the Police Department, seniority shall be in the following order: *** Seniority list is a living document which may be changed due to employment status changes by employees***

- | | |
|------------------------------|----------------------------|
| 1) Detective Steven Prior | 9) Officer Graeme Carlton |
| 2) Officer Daniel Deveau | 10) Officer Jesse Miller |
| 3) Officer Scott Brown | 11) Officer Ryan Haney |
| 4) Officer Benjamin Smoot | 12) Officer Michael White |
| 5) Officer Thomas Stockwell | 13) Officer Andrew DeWolfe |
| 6) Officer Timothy Sawash | 14) Officer Athena Metaxas |
| 7) Officer Kyle Tripp | 15) Officer William Ethier |
| 8) Officer Ryan Mastromatteo | 15) Officer Sean Creighton |

All officers that are hired in the future shall have their seniority established by adding their names to the bottom of the seniority list established in the preceding paragraph. Only full time permanent employment with the Uxbridge Police Department will be used for seniority under this section. A list will be established regardless of rank as follows: *** Seniority list is a living document which may be changed due to employment status changes by employees***

- | | |
|-------------------------------|-------------------------------|
| 1) Detective Steven Prior | 12) Officer Kyle Tripp |
| 2) Sergeant David Bergeron | 13) Officer Ryan Mastromatteo |
| 3) Officer Daniel Deveau | 14) Officer Graeme Carlton |
| 4) Sergeant Josiah Morrisette | 15) Officer Jesse Miller |
| 5) Sergeant Kevin Sullivan | 16) Officer Ryan Haney |
| 6) Officer Scott Brown | 17) Officer Michael White |
| 7) Officer Benjamin Smoot | 18) Officer Andrew DeWolfe |
| 8) Officer Thomas Stockwell | 19) Officer Athena Metaxas |
| 9) Sergeant John Larrabee | 20) Officer William Ethier |
| 10) Officer Timothy Sawash | 21) Officer Sean Creighton |
| 11) Sergeant Keith Stratton | |

Seniority shall be defined as follows: Total length of unbroken full-time employment with the Town of Uxbridge as a Police Officer.

ARTICLE VIII: Recall

Section 1. Whenever an officer is called back to work at a time when he is normally off duty, by order of the Chief of Police, or by the officer in charge, or by the order of the Board of Selectmen, he shall receive a minimum of three (3) hours of pay at the overtime rate.

Section 2. Whenever an employee is recalled for the purpose to attend department meetings, such meeting shall not exceed one (1) hour per meeting with no more than four (4) such meetings per year.

Employees attending such meetings shall be compensated by receiving an additional compensatory one (1) day off in lieu of pay. Individual employees may be excused from attendance by the Chief of Police. Employees shall be given seven (7) days notice of said meetings, excluding emergencies.

ARTICLE IX: Court Time

An employee on duty at night or on vacation, furlough or on a day off who attends as a witness or in other capacity for or on behalf of the Commonwealth or the Town in a criminal or other matter pending in any court of the Commonwealth, or before any grand jury proceedings, or in conference with a District Attorney, or Assistant District Attorney, or at any pre-trial court conference or any other related hearing or proceeding, or who is required or requested by any city, country, town, state or the federal government or any subdivision or agency of the foregoing, to attend or appear before any department, agency board, commission, division, authority, tribunal, or official of the state or federal government, or sub-division or agency of either of such governments, or who attends as a witness or in any other capacity for or on behalf of the Government of the United States, the Commonwealth or the Town in a criminal or other matter pending in a Federal District Court, or before a Federal Grand Jury proceeding, or in a United States Commissioner, or in conference with a United States Attorney or Assistant United States Attorney, or at any Federal Court pre-trial conference or any other related hearing or proceeding, shall be entitled to and shall receive overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance, but in no event shall such compensation be less than three (3) hours such pay on an overtime service basis; provided however, that if he so attends or appears, during any one day, or more than one such occasion, he shall be entitled to such additional pay from the time of first such attendance or appearance on such day to the time of last such attendance or appearance on such day; provided further, that if any such occasion occurs on a holiday which falls on an employee's day off, or during his/her vacation, the employee shall receive the additional pay due or provided for under the Holiday and Vacation provision of this Agreement.

Court time will commence one-half hour before the regular period of court. Court time shall include noon lunch hours if officers return to the afternoon session of court.

Employees shall not be placed on a "standby status" to avoid court time compensation.

The Town shall provide a vehicle for the use of the officers that are requested or required to attend any out of town court appearances. In the event that an officer has to use his/her own vehicle, the officer shall be paid mileage to and from his/her destination as set forth under Article XXII, Section 1.

ARTICLE X: Vacations

The vacation year shall be the period of July 1st to June 30th, Inclusive. Each employee shall be credited with vacation leave with pay as follows:

A. Six (6) months of service	One (1) week vacation
B. Seven (7) months of service	One (1) week and one (1) day vacation
C. Eight (8) months of service	One (1) week and two (2) days vacation
D. Nine (9) months of service	One (1) week and three (3) days vacation
E. Ten (10) months of service	One (1) week and four (4) days vacation
F. One (1) year of service	Two (2) weeks vacation
G. Five (5) years of service	Three (3) weeks vacation
H. Ten (10) years of service	Four (4) weeks vacation
I. Fifteen (15) years of service	Five (5) weeks vacation
J. Twenty-three (23) years of service	Six (6) weeks vacation

Vacations must be taken during the year earned and cannot be cumulative except by special permission of the Chief of Police due to unusual circumstances. Each employee shall be entitled to at least one (1) week's vacation during the summer period.

*****Line J will be effective July 1, 2012.

ARTICLE XI: Holidays

Section 1. The following days shall be considered for the purposes enumerated:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Easter Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	

The holiday pay for the twelve (13) holidays must be taken or compensated as noted in the following sections of Article XI.

For the purposes of this Article, the "holiday" is a twenty-four (24) hour period commencing at 12:01 A.M. of each day listed in this section.

Any national holiday declared within the period of the Agreement shall be added to the present twelve (12) holidays schedule.

Section 2. Each employee shall receive, for each such holiday, an addition to his/her regular weekly compensation, as additional day's pay, computed as one-fifth (1/5) of his/her regular weekly compensation.

Section 3. Holiday Pay shall be paid twice a year, once during the first pay period in June and once during the first pay period in December.

Section 4. If an employee is scheduled to work on a holiday, he/she shall be allowed to take that day off and the Town shall be allowed to use a part-time employee to fill the vacancy. In such case, the employee shall not be entitled to the holiday pay for that period.

Section 5. In lieu of the holiday pay outlined in Section 2 of this Article the employee may exercise an option to take a compensatory day off at the employee's discretion. Pursuant to this Article, there may be no less than one full-time officer on duty on a given shift at the discretion of the Chief of Police or his/her designee. Pursuant to this Section compensatory time off or pay shall be given to the employee during the same fiscal year that said holiday compensation was earned.

Section 6. If an officer uses other paid leave on a holiday, the officer shall receive the holiday pay as specified in Article XI, Section 2.

ARTICLE XII: Funeral Leave

In the event of a death of a spouse, father, mother, child, grandparent, sister, brother, father-in-law, mother-in-law, or any person whether adopted, step or foster residing with the family of an employee, such employee shall be entitled to receive, exclusive of the day of death, the next five (5) days off without loss of pay or benefits, for the purpose of attending funeral services or arranging for burial, and as a period of bereavement. In the event of the death of a brother-in-law, sister-in-law, nephew or niece, such employee shall be entitled to receive, exclusive of the day of death, one (1) day off without loss of pay or benefits, for the purpose of attending funeral services or arranging for burial, and as a period of bereavement. For the purposes of this section the words "person residing with the family of the employee" shall be deemed to refer to: (a) a blood or non-blood relative who is domiciled with the family of an employee or (b) any person who lives with the family of, and who is dependent upon such employee. It is understood that these days will include days off falling within such period; said five (5) days shall commence following death of any person above referred to, or if any such person dies outside the Commonwealth, said five (5) days leave shall commence from the date the body of such deceased person is brought to a funeral home within the Commonwealth. Leave without loss of pay under this section shall not be deducted from sick leave, personal leave, or vacation leave. In the event that there is a death of employee's aunt, uncle or spouse's grandparent the employee may use a personal day to attend the funeral services and as a day of bereavement. This personal day may be used without the required twenty-four (24) hour notice and the Town may fill the employee's vacancy with a reserve officer.

ARTICLE XIII: Sick Leave

Sickness and disability compensation shall be paid to the employees, provide however, that the following section be incorporated:

1. Any employee using five (5) or less sick days during a calendar year shall be entitled to additional Personal Days as follows:
 - a) An employee using zero (0) sick days during a calendar year shall be entitled to five (5) additional personal days during the following year.
 - b) An employee using one (1) sick day during a calendar year shall be entitled to four (4) additional personal days during the following year.
 - c) An employee using two (2) sick days during a calendar year shall be entitled to three (3) additional personal days during the following year.
 - d) An employee using three (3) sick days during a calendar year shall be entitled to two (2) additional personal days during the following year.
 - e) An employee using four (4) sick days during a calendar year shall be entitled to one (1) additional personal days during the following year.

Said additional Personal Days shall not be deducted from the employee's regular days off, vacation time, not any other present benefit.

Vacancies created by employees taking off said additional Personal Days may be filled by part-time employees.

For the purposes of this section, a "calendar year" shall be from July 1st of one year to June 30th of the next.

2. Sick leave shall accrue at a rate of one and one quarter (1 ¼) days for each month of service with a maximum of fifteen (15) days per year of employment. Sick leave credit will begin on the first day of the first month in which them employee is employed. Sick leave may be accumulated to a maximum of one hundred eighty-five (185) days.
3. Employees may be required to submit, upon the request of the Chie of Police, a doctor's certificate of proof of illness or injury. It is understood that the Chief of police will not be arbitrary and capricious in requesting doctor's certificate and that no across the board rule requiring doctor's certificates will be adopted. It is further agreed upon that if such doctor's certificate is required the cost of such doctor's visit will be paid for by the Town of Uxbridge. Sick leave shall be absence from duty for personal illness or injury not sustained in the line of duty for which the employee is entitled to compensation as an employee of the Town of Uxbridge under the provisions of this Agreement.
4. If a question exists as to whether an employee is entitled to compensation under Chapter 41-11F Massachusetts General Laws it is agreed that pending resolution of said question the employee may draw from sick leave benefits.
5. In the event that after resolution he/she receives injured-on-duty leave, sick leave credit equal to the amount of compensation shall be re-credited to the employee's sick leave accumulation.

6. Notification of illness or injury must be made as early as possible, but no later than the time of reporting to work on the first day of illness or injury. Notification shall be given to the Chief of Police or his/her designee.
7. Sick Leave Bank: There shall be a sick bank for the use of the bargaining unit employees in the event of extended illness or injury which has depleted the employee's personal sick leave accumulation. The sick leave bank shall be excluded from the Grievance/Arbitration procedure. Effective the date of this agreement, there will be a sick leave bank of 155 days. In the event that the sick leave bank goes below 155 days up to three (3) days shall be deducted from each employee's accumulation each year and placed in the sick leave bank, until such bank returns to the maximum 155 days.

Sick leave days may be allocated from the sick leave bank to the eligible employees by a majority vote of the committee which is to be made up of the bargaining unit members.

In order for an employee to be eligible for days from the sick bank, he or she must be permanent full-time members of the Uxbridge Police Department. Each employee covered by this agreement, at the time of such agreement, shall be entitled to no more than 60 days sick leave from such sick leave bank in one fiscal year and must have already exhausted his/her or her own personal sick leave accumulation.

The committee shall report the distribution of the sick leave bank to the Chief of Police or his/her designee.

At the time of retirement from service with the Uxbridge Police Department and employee shall receive 50% of all accumulated sick leave, not to exceed 45 days wages of their straight time hourly rate of pay at the time of retirement providing that they have completed five (5) years of service with the Uxbridge Police Department.

Upon death of an employee, his or her heirs shall be paid 50% of all accumulated sick leave up to the maximum allowed 45 days.

ARTICLE XIV: Lay Off

Before laying off an employee for any reason, the employer will give the employee, more than thirty (30) calendar days before the date of the proposed lay off, a written notice containing the proposed date of the lay off and the reason for the lay off.

ARTICLE XV: Personal Leave

Each employee shall receive yearly, three (3) personal days off without loss of pay or benefits. Employees may select these days by giving twenty-four (24) hours notice to the Town. Vacancies created by the taking of said personal days may be filled with a reserve officer.

ARTICLE XVI: Section 1 – Compensation

The pay schedule of the regular full-time employees of the Police Department shall be on the following weekly basis:

Section 1

FY 2022 – 2 % Effective July 1, 2022

	Step 1	Step 2	Step 3	10 Years	15 Years	20 Years	25 Years
Officer	\$1,207.7004	\$1,262.8110	\$1,333.0890	\$1,359.7508	\$1,380.1470	\$1,400.8492	\$1,456.8832
Detective A	\$1,602.5715			\$1,634.6230	\$1,659.1423	\$1,684.0294	\$1,751.3906
Detective B	\$1,518.1617			\$1,548.5250	\$1,571.7529	\$1,595.3291	\$1,659.1423
Sergeant A	\$1,675.4157			\$1,708.9240	\$1,734.5579	\$1,760.5762	\$1,830.999.
Sergeant B	\$1,587.1691			\$1,618.9125	\$1,643.1962	\$1,667.8441	\$1,734.5579

FY 2023 – 2.5 % Effective July 1, 2023

	Step 1	Step 2	Step 3	10 Years	15 Years	20 Years	25 Years
Officer	\$1,237.8929	\$1,294.3813	\$1,366.4162	\$1,393.7445	\$1,414.6507	\$1,435.8705	\$1,493.3053
Detective A	\$1,642.6358			\$1,675.4885	\$1,700.6209	\$1,726.1302	\$1,795.1754
Detective B	\$1,556.1158			\$1,587.2381	\$1,611.0467	\$1,635.2124	\$1,700.6209
Sergeant A	\$1,717.3011			\$1,751.6471	\$1,777.9218	\$1,804.5906	\$1,876.7743
Sergeant B	\$1,626.8483			\$1,659.3853	\$1,684.2761	\$1,709.5402	\$1,777.9218

Detective A and Sergeant A, Step 1, are based on the 25-year Officer rate. This applies to current detectives, sergeants, and personnel currently on the active sergeant promotional list. When the current promotional list expires, the candidates revert to Sergeant B upon promotion.

Detective B and Sergeant B, Step 1, are based on the 15-year Officer rate.

15-year step is a 1.5% increase over a 10-year step for all grades.

20-year step is a 1.5% increase over a 15-year step for all grades.

Section 2. An officer in his/her first year of service shall be compensated at the rate specified for his/her rank in Step 1 of said schedule.

An officer in his/her second year of service shall be compensated at the rate specified for his/her rank in Step 2 of said schedule.

An officer with two years of service shall be compensated at the rate specified for his/her rank in Step 3 of said schedule.

A detective shall be compensated at the rate specified for his/her rank of said schedule.

A sergeant shall be compensated at the rate specified for his/her rank of said schedule.

Section 3. Computation of Service: Only (full-time permanent) service on or with the Police Department of the Town shall be included in computing length of service, except for computation of retirement credit allowed by statute and that all leaves of absences for military service, in accordance with applicable law, terminating with the reinstatement or re-employment of the employee on the Police Department of the Town shall be so included.

Section 4. Career Incentive Pay Program:

- a) Regular full-time employees shall receive base salary increases for educational achievement in accordance with Massachusetts General Laws, Chapter 41, Section 108 L.
- b) In the event that Massachusetts General Laws, Chapter 41, Section 108 L is repealed, altered or amended in such a manner that the Town shall receive less than fifty (50%) percent reimbursement from the Commonwealth for amounts expended in providing such benefits, the employees shall continue to receive the compensation to which he or she was entitled and receiving at the time of such action, and the Town agrees to pay whatever amount is necessary to maintain the benefit schedule.
- c) Regular full-time employees, which do not fall under the above listed incentive, shall receive base salary increases, as listed below, for all Criminal Justice or Law Enforcement college degrees. If the Massachusetts General Law Chapter 41, Section 108L is reinstated, all employees shall revert to that program and standards without retroactive compensation.

Associates Degree: \$4,000.00

Bachelors Degree: \$7,000.00

Masters Degree: \$9,000.00

Section 5. Night Differential: Employees shall receive a shift differential for various shifts in accordance with the following schedule:

EARLY EVENING SHIFT

7% increase over base weekly pay

LATE NIGHT SHIFT

8% increase over base weekly pay

Said differential shall be in addition to all other benefits being received by employees and shall be based on the employee's base pay, including education incentive increases.

Section 6. The Town guarantees the sergeants' weekly pay will be no less than fifteen (15%) percent above the maximum base pay of an officer.

Section 7. Whenever a sergeant is not on duty, the Chief will designate an officer to be in charge of the shift. The officer so designated will be chosen at the discretion of the Chief and be paid a differential of ten (10%) percent.

Section 8. When a Certified Field Training Officer is actively training a new officer, the Field Training Officer shall be compensated an additional rate equal to the current Officer in Charge rate for the shifts which the training is occurring. If the Field Training Officer is also the Officer in Charge of the shift, that officer shall not be compensated for both additional rates.

Section 9. All employees covered by this Collective Bargaining Agreement shall be required to utilize a direct deposit system. The Town shall provide access to the employee's payroll records to the employee by paper receipt or access to an online portal system at the discretion of the Town.

ARTICLE XVII: Paying Police Details

The Following procedures shall be adhered to in the assignment and according to all paying police details:

- A. All employees (regular) will signify in writing from time to time their desire to accept or not to accept paying police details which shall be voluntary, and a current file on this subject will be maintained at the police headquarters and made available upon request to the Union.
- B. The exchanging of paying details or the use of substitutes between such employees is permitted if the officer assigning details as hereinafter mentioned shall make reassignment accordingly.
- C. All assignments in paying police details shall be made by an officer designated by and responsible to the Chief of Police for the equitable and fair distribution of such details.

All paying police details will be distributed to employees fairly and equitably as to the number of details, hours and compensation thereof, and averaged on a continuing monthly basis for the purposes of this sub-paragraph. Employees shall be given the maximum possible advance notice of paying police detail assignments.

Any employee who refused a paying police detail shall not be removed from the detail list, but any such refusal shall be recorded for the purposes of detailing assignment as a detail actually worked under the heading "detail refusal" (DR) with the detail hours therefore noted, in determining the equitable and fair distribution of details to such employee.

- D. Such officer so assigned shall be responsible for having recorded all paying details and shall have such assignment posted on detail distribution forms acceptable to the parties, daily for the attention of all employees, and said forms placed on a bulletin board in the station.

Said forms shall contain sufficient information to determine whether detail assignments are being made in accordance with the provisions of the Article, and shall include, among other information, the employee's name, details worked, name of person, firm, corporation or entity served, number of hours worked, type of detail, compensation received per detail, detail refusals and applicable dates.

- E. Any employee who performs a paying detail not officially assigned by such superior officer and recorded and reported as required by the Agreement will not be protected by the provisions of M.G.L. (Ter. Ed.) Chapter 41, Section 100, as amended.

- F. Any employee's claim that he has not received his/her fair share of details pursuant to the provisions of the Article shall constitute a grievance under this Article.
- G. Detail distribution forms shall be official record of the department and shall be made available to the Union for its inspection and use upon its request when and if removed from the bulletin board or other place of posting.
- H. Regular full-time employees (officers and sergeants) of the Police Department shall have right of first refusal of all paying police details.
- I. No paying detail assignments shall be made until the person, firm, corporation, or entity requesting or required to have such detail had agreed to pay the following rates of pay per employee therefore:
 - a. All extra paid details shall be paid at a rate of fifty dollars (\$50.00) per hour with a four (4) hour minimum, and eight (8) hours pay will be guaranteed for detail assignments exceeding four (4) hours. All extra paid non DPW work details occurring Monday through Friday after 4:00 p.m. and before 7:00 a.m. the following day, and on Saturday, Sunday, or Holiday shall be paid at the time and one half (1 ½) detail rate of pay. Details for any community, school, or town event, or town department shall be at a rate of forty-five dollars (\$45.00) for the total duration of the event. All extra paid details performed after eight (8) hours will be paid time and one half (1 ½) of the detail rate.
 - b. Effective July 1, 2012, retired Uxbridge Police Department officers are eligible to work paying details.

ARTICLE XVIII: Clothing Allowance

The Town agrees to provide an annual non-taxable reimbursement as listed below for the purchase of acquisition and cleaning of police uniforms; qualified reimbursements are subject by the Police Chief or his/her designee:

\$1,250.00

ARTICLE XIX: Cleaning Allowance

Effective July 1, 2012, strike Article XIX, in its entirety, from the Agreement.

ARTICLE XX: Emergency Medical Training

Full-time permanent police officers who hold an active certificate under the provisions of Emergency Medical Training Programs shall be entitled to receive six hundred dollars (\$600.00) effective July 1, 1997 in one (1) lump sum payment for the expense to maintain said certificate.

The employee shall thereafter receive a like sum of six hundred dollars (\$600.00) annually so long as such certificate is in full force and effect.

ARTICLE XXI: No Strike Clause

Section 1. There shall be no strikes, walkouts, stoppages, or suspensions of work, boycotts, sit-downs or slowdowns, picketing or any interference with the Town's operations, whether direct or sympathetic. No officer, agent, or representative of the Union shall authorize, approve, ratify, or condone any of the activities herein prohibited and no employee will instigate, promote, sponsor, engage in or condone any of the activities herein prohibited.

Section 2. The Union, its officers, agents and representatives shall make every reasonable effort in good faith to prevent or terminate any action in violation of paragraph 1 of this Article, including but not limited to, publicly declaring that such action is in violation of the Agreement and by instructing and directing the employees to cease such improper conduct and that work be fully resumed.

Section 3. Employees who violate this Article will be subject to disciplinary action including the termination of their employment, in accordance with the just cause standard.

Section 4. The Town will have the right to file for arbitration pursuant to Article V for violations of this Article, independent of any individual disciplinary action.

ARTICLE XXII: Miscellaneous

Section 1. Mileage to be paid at the rate allowed by the IRS for travel, in their own vehicle, incurred by police officers while on official police business assigned by the Chief.

Section 2. The provisions of this Agreement superseded any conflicting or inconsistent rule, regulation or order promulgated by the Chief of Police or Board of Selectmen.

Section 3. In the event that any statute(s), by-law(s), or action(s) of the Town Meeting of the Town relating to the effected employees of the Police Department provides or sets forth benefits or terms in excess of, or more advantageous than the benefits or terms of this Agreement, the provisions of such statute(s), ordinance(s), by-law(s), or action(s) of the Town Meeting of the Town shall prevail and be applicable as terms and conditions of this Agreement.

Section 4. The Town will provide a Group Insurance plan (health and life insurance) for the duration of this agreement and the Town's contribution rate shall remain in force for the duration of this Agreement, unless changed by mutual agreement, or improved by action of the Town Meeting and/or the Board of Selectmen. The Town will have the discretion to select the plan(s) and/or vendor(s), with the caveat that any plan selected

would have to be substantially equivalent to that currently in effect and provide the same opportunity for choice currently available to bargaining unit members.

Section 5. Effective January 1, 2009, the Town contribution for group health insurance shall be seventy-five percent (75%) and the employee contribution shall be twenty-five percent (25%). New employees hired after January 1, 2009 shall contribute thirty percent (30%) and the Town contribution shall be seventy percent (70%).

If all other Town bargaining units agree unanimously, the employee shall be responsible for the office co-pay as required by the insurance carrier. The Town agrees that the Emergency Room co-pay and all inpatient deductibles not covered by the insurance carrier shall be the responsibility of the Town.

Section 6. Except as improved herein, all benefits specified and/or in force on the effective date of this Agreement or as amended shall be continued in force for the duration of this Agreement or as amended shall be continued in force for the duration of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. All benefits presently enjoyed by employees on a department-wide basis, whether or not specified shall also continue in force for the duration of this Agreement.

Section 7. Employee Personnel Record. The members of the bargaining unit shall be entitled to inspect their personnel file at any reasonable time. Employees shall be notified when an item is added to their personnel file.

ARTICLE XXIII: Severability of Provisions

If any provisions of this Agreement, or application thereof to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby. This Agreement shall take effect as provided in Article XXV and any and rules, regulations, orders, or parts of such that are inconsistent herewith are hereby held to be void.

ARTICLE XXIV: Deduction of Dues and Agency Fees

Section 1. The Town shall, subject to the provisions of Massachusetts General Laws, Chapter 150E, deduct Union dues, agency fees and/or assessment upon receipt of a signed authorization card from members of the Union. The Town shall forward to the Treasurer of the Union such deductions each month following the month of deductions.

Section 2. There shall be an agency fee equal to union dues. The weekly payment of the agency fee shall be a condition of employment. An employee may request a rebate of any portion of the fee to which he may be entitled under law.

Section 3. The Union shall indemnify and hold the Town harmless against any and all claims, demands, suits, and other forms of liability which may arise by reason of any action taken in making decisions and remitting same to the Union pursuant to this Article.

ARTICLE XXV: Duration of Agreement

Section 1. This Agreement shall take effect as of July 1, 2017 and shall continue in full force to June 30, 2020. It is further agreed that if no new Agreement has been signed prior to said expiration date, this Agreement will remain in full force and effect until such new Agreement has been signed.

Section 2. On or after December 31, 2019, The Union shall notify the Town of its proposals for a new Agreement to be effective on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect hereto. Notification under this section shall be accomplished by the Union's delivery of a copy of said proposals to the Board of Selectmen.

ARTICLE XXVI: Longevity Pay

All employees covered under this Agreement shall be eligible to receive a longevity payment in accordance with the following terms:

Seven (7) years but less than twelve (12) years	\$0.30 per hour
Twelve (12) years but less than twenty (20) years*	\$0.70 per hour
Twenty (20) years or more**	\$1.00 per hour

* The \$0.70 per hour after twelve (12) years is \$0.40 in addition to the \$0.30 received after seven (7) years, for a total longevity pay of \$0.70 per hour.

** The \$1.00 per hour after twenty (20) years is \$0.30 in addition to the \$0.70 received after twelve (12) years, for a total longevity pay of \$1.00 per hour.

The Town shall pay longevity on the base hourly rates.

The parties have signed this instrument below, intending and agreeing to be bound hereby:

FOR THE TOWN OF UXBRIDGE



Steve Sette
Town Manager

Date: 2/21/22

FOR THE UXBRIDGE POLICE MCOP LOCAL 123



Keith Stratton
Union President

Date: 2/21/22