THE TOWN OF WALPOLE

AND

THE MASSACHUSETTS COALITION OF POLICE IUPA (AFL-CIO) LOCAL 115 POLICE

JULY 1, 2011 THROUGH JUNE 30, 2014

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The following contract, effective as of July 1, 2011 by and between, respectively, the Town of Walpole, hereinafter referred to as the "Town", and the Massachusetts Coalition of Police -IUPA (AFL-CIO) Local 115, Walpole, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town of Walpole and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

PREAMBLE

It is the intention and purpose of the parties hereto that this Agreement provide an orderly collective bargaining relationship 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.

It is recognized that in addition to all other functions and responsibility the Town has and will retain the sole right and responsibility to direct the operations of the employees and in this connection to determine the methods, processes and types of work performed; the schedules of shifts and hours of work; and to select, hire and demote employees, including the right to make and apply rules and regulations of discipline, efficiency and safety.

It shall also have the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote, transfer and to lay off because of lack of work or other cause unless otherwise hereinafter provided.

Pursuant to state law, the determination of the level of services, as well as the assignment of public safety employees, are what the courts refer to as non-delegable exclusive managerial prerogatives. The Town and the Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police services as well as the qualifications of persons to perform traffic direction in the Town to ensure public safety. Therefore, notwithstanding any regulation to the contrary, the Chief of Police has the discretion to require the presence of a sworn police officer, including but not limited to one employed on a paid detail basis, in all instances where there is any work to be done on a public way or at a public function in Town. The parties also acknowledge that the Chief of Police has the further discretion to determine the number and ranks of officers assigned in any such instance necessary to maintain public safety or other legitimate interest of the community or department.

Employees covered by this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Union; to act in the capacity of Union representative; and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection, except that no official of the Town of Walpole shall participate in the management of the Union or act as its representative if such activity would be incompatible with his/her official duties.

Neither the Town nor the Union will discriminate against any employee covered by the Agreement or applicant for employment because of race, color, creed or national origin.

PREAMBLE (CONTINUED)

The Police Union accepts the provisions of the American with Disabilities Act of 1990.

The Police Union accepts the provisions of the Federal Family and Medical Leave Act of 1993, as it applies to the Collective Bargaining Agreement. The parties acknowledge that the Town is subject to the provisions of the Family and Medical Leave Act of 1993 ("FMLA"). The FMLA shall not increase or decrease the length of the leave available to eligible employees under the Leave Act set forth in this Agreement. Where an employee rates leave under the aforementioned Article for a reason which would entitle the employee to leave under the FMLA, such leave will also be considered FMLA Leave and will be deducted from the employees' statutory FMLA Leave entitlement. FMLA Leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA.

The Town reserves the right to employ and utilize Civilian Dispatchers without restriction.

If injured while working a paid detail as a special police officer in another Town, the officer will not be entitled to Chapter 41, Section 111F or C41 Section 100 benefits from the Town of Walpole. This shall not apply to officers who respond to other towns as a mutual aid assignment.

It is understood that the relinquishment of rights with respect to compensation from the Town of Walpole shall not apply in the extraordinary situation where on-duty Walpole police respond to a public safety emergency situation in a neighboring town and Walpole police officers who are working paid details in those towns are activated by the Walpole Police Department as part of a mutual aid effort.

Job related injuries shall require employee to report to Norwood Caritas Hospital immediately and to file an injured on duty report within 24 hours of the injury.

The following summarizes the commitment and procedures relative to the prohibition of Sexual Harassment covering employment with the Town of Walpole. The Sexual Harassment Policy and Complaint Procedure of the Town of Walpole has been endorsed by the Board of Selectmen and the Personnel Board, is given to all employees as stipulated by Law and is the governing policy and procedure for all employed by the Town of Walpole.

ARTICLE I - RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Massachusetts Coalition of Police - IUPA (AFL-CIO), as the exclusive representative and bargaining agent for the following bargaining unit; all regular full time police officers of the Walpole Police Department up through the rank of Sergeant, but to exclude the rank of Chief, Deputy Chief, Captain and Lieutenant.

ARTICLE II - CHECKOFF

A. PAYROLL DEDUCTION

The Town accepts the provisions of Section 17A of Chapter 180 of the General Laws of Massachusetts, and in accordance with, shall certify to the Town Treasurer all payroll deduction for the payment of dues to the Union duly authorized by employees covered by this contract.

B. UNION INITIATION FEE AND DUES

Employees, who are Union members, shall tender the initiation fees (if any) and weekly membership dues by signing the Authorization of Dues form. During the life of this contract and in accordance with the terms of the form of Authorization of check off of dues hereinafter set forth, the Town agrees to deduct Union membership dues levied in accordance with the constitution of the Union from the pay of each Union member of the said Contract, and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made by the 30th of each month.

C. AUTHORIZATION OF PAYROLL DEDUCTION FORMS

AUTHORIZATION OF PAYROLL DEDUCTIONS

BY:_____ TO:_____
(NAME) (EMPLOYEE'S DEPARTMENT)

EFFECTIVE:

I hereby authorize you to deduct from my weekly earnings the Union membership initiation fee (if any) assessments and once each week an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Local Union.

D. AGENCY SERVICE FEE

Subject to the provisions of M.G.L. c.150E, Section 12, employees who are not members of the Union shall be required, as a condition of continued employment, to pay to the Union, a service fee. The amount of the service fee shall be, as determined by the Union, commensurate with the employee's proportional share of the costs of collective bargaining and contract administration, to the extent permitted under M.G.L. c.150E, Section 12.

ARTICLE III - SENIORITY

A. It is agreed by the Union and the Town that seniority within the Walpole Police Department shall commence from the effective date of employment as a regular full time member. The effective date of employment shall be the first day of employment as a regular full time member of the Department. If one or more employees have the same effective date of employment, seniority will be determined by their marks on the police civil service examination; i.e.: higher marks

are more senior. If one or more employees have the same effective date of employment and one of those employees is transferring into the department from another police agency, the transferee will be more senior, regardless of examination scores.

B. Seniority shall not be broken by vacation time, sick time, injury time, temporary lay-off, suspension or any approved leave of absence, or any call to military service for the duration.

C. If an employee resigns voluntarily or is discharged for just cause, he/she shall lose all seniority.

D. In the event of reduction in force, layoff shall be in reverse order of hiring and any recall to work shall be by seniority.

E. Seniority shall prevail in the assignment of shifts consistent with needs of the Department as determined by the Chief of Police. All written requests for shift transfers will be considered by the Chief and written answers given.

ARTICLE IV - BEREAVEMENT LEAVE

An employee shall be granted up to four (4) working days leave without loss of pay, the last day of which shall be the day of the funeral or memorial service in the event of a death in the immediate family of the employee.

Bereavement leave shall not be deducted from sick leave.

Immediate family shall mean and include the following: Spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren.

Reasonable travel time shall be allowed at the discretion of the Chief of Police.

ARTICLE V - SPECIAL LEAVE

Such special leave will be allowed by permission of the Chief of Police or his/her designee provided:

A. Such substitution does not impose any additional cost to the Town in regard to salaries or payment of wages.

B. Permission is received from the Chief of Police or his/her designated representative one (1) day prior to its becoming effective, except in the case of emergency.

C. It does not result in an employee working in excess of sixteen (16) hours in one day or consecutively.

ARTICLE VI - UNIFORMS AND EQUIPMENT

The Chief of Police, or his designee, shall continue to supply the members of the force with uniforms on a replacement and maintenance basis as is the existing system therein. Each employee, as part of this system, shall be afforded an allowance not to exceed $975 per year to be used on the purchase and cleaning of uniform items. Detectives will receive six hundred ($600) dollars per year to purchase plain clothes for their duties. A mileage reimbursement of twenty (20) cents per mile will be paid any officer authorized by the Chief to use his/her personal vehicle.

ARTICLE VII - OVERTIME

All employees shall be paid at the rate of time and one-half for all work in excess of eight (8) hours in any one day or forty (40) hours in any one-week. (This section does not apply to court time.) For the purposes of holiday calculation only, the holiday rate shall include only regular longevity, night differential, and stipends added to the respective base shown in Article XXI herein. For the purposes of overtime calculation only, the overtime rate shall include only regular longevity, night differential, stipends, and calculated holiday added to the respective base shown in Article XXI herein.

Employees called back to work because of an emergency, shall be guaranteed a minimum of four (4) hours pay at the overtime rate.

The parties recognize that, if in the opinion of the Chief of Police or his/her designated representative, the safety of the public requires employees to work overtime, the Chief of Police or his/her designated representative has the authority to require employees to work overtime.

Employees who elect to accrue compensatory time off in lieu of overtime payments shall be required to use that time within 4 months of date of accrual or be paid for said time.

ARTICLE VIII - ASSIGNMENT OF EXTRA WORK

Overtime, including required overtime and paid details, shall be equitably distributed as to the number of assignments and compensation received. If an employee refuses to work overtime or a paid detail for the purpose of this Article, he/she shall be considered to have worked the overtime or paid detail. There will be a record kept of all assignment of overtime and paid details. Said record will be available upon request by a member of the Police Union.

The Police Chief or his/her designee shall maintain two overtime lists. One overtime list will be compiled for all Town paid details and consist of Union employees only. The second overtime list will be compiled for all Non-Town Paid Details and consist of Union employees and Police Lieutenants.

It is agreed that the following definitions will apply for Police Paid Details:

TOWN PAID DETAIL:

For all work performed by Town employees only, except that which may be supplemented if necessary with additional outside forces during an emergency or any unforeseen situation. Examples include work performed by D.P.W. personnel, School dances or other Town sponsored functions.

NON-TOWN PAID DETAIL:

For all other details. Examples include utility work or private contractor work, even if contracted by the Town.

All non-Town, privately paid details shall be paid at time and one half the Sergeants' maximum step, effective upon Town Meeting approval. Hours worked in excess of eight hours per day on non-Town privately paid details shall be paid at an hourly rate of time and one-half the detail rate.

All overtime opportunities shall be offered to full-time officers before being offered to intermittent or special officers. There shall be a minimum of four (4) hours pay on all non-Town paid details. After four (4) hours, officers will receive an automatic eight (8) hours on all non-Town paid details.

Any employee violating Article IX, Section B of this contract will not be eligible for assignment of any overtime for a period of five (5) consecutive days after his/her return to duty. All available overtime hours for which said employee would be scheduled during the above five (5) day period shall be charged to the employee as being worked.

In any contract year, if the contract expiration date passes prior to the employer and the Union agreeing to a new contract, it is agreed that there will be no retroactive payments for non-Town, private-paid details, when a new contract is agreed to.

ARTICLE IX -SICK LEAVE

A. Regular full-time employees shall accrue sick leave at the rate of twenty-five percent (25%) of the weekly authorized hours each month of service after the employee has been a regular full-time member for at least 90 days. Sick leave not used in the year in which it accrues, together with any accumulative sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in subsequent years up to the maximum of one thousand one hundred twenty (1120) hours per year. Loss of time directly attributable to injuries incurred while performing assigned duties shall not be charged to sick leave. Sick leave records shall be available to members of the bargaining unit upon request.

B. Absence from duty shall be charged against sick time accrued for the following reasons:

1. When an employee is required to undergo medical, optical, or dental treatment when such treatment cannot be accomplished on off-duty hours.

2. When a serious illness of an employee's spouse or children requires the employee's personal attention.

3. Personal illness.

C. Upon the death or retirement of an employee, 50% of the total amount of sick leave accrued shall be paid to the employee or his/her designated beneficiary at his/her regular hourly rate.

D. Any member of the Bargaining Unit using forty (40) or less sick hours during a calendar year, shall be entitled to additional personal hours as follows:

1. A member using zero (0) sick hours during a calendar year shall be entitled to forty (40) additional personal hours during the following year.

2. A member using eight (8) sick hours during a calendar year shall be entitled to thirty-two (32) additional personal hours during the following year.

3. A member using sixteen (16) sick hours during a calendar year shall be entitled to twenty-four (24) additional personal hours during the following year.

4. A member using twenty-four (24) sick hours during a calendar year shall be entitled to sixteen (16) additional personal hours during the following year.

5. A member using thirty-two (32) sick hours during a calendar year shall be entitled to eight (8) additional personal hours during the following year.

E. A physician's certificate may be required by the Police Chief for absences over four (4) consecutive working days, or in case of repeated absences of less than three consecutive working days. Said certificate shall be secured at the employees expense.

F. An employee who is sick or is caring for a spouse or child pursuant to Section B.2 of this article shall be at his or her home or place of treatment during the entire period of recuperation. However, should the need arise to be elsewhere, the employee shall notify the Chief or his/her designee in advance, and request authorization to leave home.

In cases where an employee has sustained an injury which prohibits him/her from working but is not serious enough to preclude mobility, the employee may apply to the Chief for authorization to leave home for an extended period, determined by the Chief. The Chief shall not unreasonably withhold such authorization.

G. A Sick Leave Bank will be established for all members of the unit who have completed their probationary period and whose sick leave accumulation has been exhausted and who have been out of work for a minimum of 30

consecutive days.

The Sick Leave Bank will be funded by all participating Union members contributing one day per year on July 1st from their accrued sick leave and by those Union members who have accumulated the 140 maximum accrued sick days. Contribution of sick days to the Bank will not impact the Personal Leave benefit.

Individuals shall not qualify for Sick Leave Bank unless they have accumulated at least 30 days sick leave as of July 1st of any year.

Before applying to the Sick Leave Bank, the individual must have exhausted their own individual sick leave, have been out of work for at least 30 consecutive days and be carried on sick leave by the Walpole Police Department.

A Union member shall only be eligible to withdraw from the Sick Leave Bank that amount of time which was previously exhausted through regular accrued sick time as a result of the sickness which prompted the individual to apply for access to the Sick Leave Bank.

Upon an employee's return to work from an illness, the employee's eligibility in the Sick Bank is restored and if additional time off is necessary, the Sick Bank Committee may agree by majority vote to grant the use of additional sick bank hours.

The Sick Bank shall consist of three (3) members with two (2) chosen by the Union and one (1) member chosen by management.

H. It is agreed that employees may use up to five (5) sick days for the birth of his/her child without adverse effect upon the employee's personal time identified in Article IX Section D herein.

ARTICLE IXA - LIGHT DUTY

Employees who are absent from work as a result of personal injury received in the course of employment by the Town will receive all benefits pursuant to MGL Chapter 41, Section 111F, as amended by this article. During the duration of the injuries, the officer will comply with Article IX-F of this Agreement.

Whenever a Police Officer is incapacitated for duty because of injury sustained in the performance of duty without fault of his/her own, he/she shall be granted leave without loss of pay for the period of such incapacity provided, however, that no such leave shall be granted for any period after such Police Officer has been retired or pensioned or for any period after a physician designated by the appointing authority determines that such incapacity no longer exists, and provided further that such compensation shall be paid only to the extent required by Massachusetts General Laws, Chapter 41, Section 111F, as amended from time to time.

Further, no such paid leave shall be continued beyond a total of ten (10) calendar days in the event the physician designated by the appointing authority determines that the Police Officer is capable of performing limited police duties on either a full time or less than full time basis subject only to the provisions contained herein. The Chief shall determine whether a position is available which the Police Officer is capable of performing and may or may not assign him to fill the position. Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief subject only to the provisions contained herein.

As per previous grievance settlement (10/27/2010), the Town and the Union agree for the purpose of clarity that members of the bargaining unit who are absent from work or injured on duty leave shall be subject to the same "use it or lose it" policy on vacation leave that all officers comply with , and are subject to. Accordingly, subject only to an officer's Article XIX opportunity that five (5) vacation days be carried over, all vacation time which is unused at the end of the vacation year shall be lost.

Light or limited duty tasks shall include:

1. Dispatching
2. Teletype operation
3. Training
4. General clerical work.
5. Crime Prevention (e.g., citizen's assistance and operation ID)
6. Assist in property and evidence room
7. Suicide Prevention Watch
8. Computer Operation
9. Supervision (applicable to Supervisors only)
10. Other limited or light duty tasks agreed upon by the Chief and the Union.

Limited or light duty tasks will normally be in-house duties. The Chief will make assignments of light duty to the same shift and slot as the Officer is currently assigned, however, assignments will not normally be made to the midnight shift except for Officers currently assigned to that shift. Whenever two or more Officers are assigned to limited duty, the Chief shall assign the more senior Officer to his/her regular shift. The Chief shall assign the other Officers to the shift that he/she deems appropriate, except for Officers currently assigned to that shift.

If the Police Officer is determined by the physician designated by the appointing authority to be capable of returning to limited or light duty and he/she is assigned to same and he/she does not report for same and he/she has not filed a timely appeal hereunder, his/her pay shall be discontinued and he/she shall be subject to disciplinary action.

APPEAL PROCESS

In the event the individual officer's personal physician disagrees with the decision made by the physician designated by the appointing authority and believes that the officer is not capable of returning to limited duty, the officer shall cause his/her physician to confer with the physician designated by the appointing authority within ten (10) calendar days of the decision by the physician designated by the appointing authority.

An officer assigned to light duty notwithstanding the continuing disagreement of his/her personal physician after said conferral with the physician designated by the appointing authority shall have the right, within fourteen (14) calendar days after said conference, to appeal to a third physician designated by the two conferring doctors. The third physician shall render his/her decision within seven (7) calendar days or as soon as practical thereafter. The decision of the third physician shall be final and binding as to whether the officer is medically capable of being assigned to limited or light duty at that time.

If the officer is determined by the third physician to be capable of returning to limited or light duty and he/she is assigned to same and he/she does not report for same, his/her pay shall be discontinued and he shall be subject to disciplinary action. Nothing herein, however, shall prevent the Chief from having the officer subsequently reexamined at reasonable intervals, normally not less than fourteen (14) calendar days, to see if the officer has sufficiently recovered to commence light duty. The cost of the appeal procedure, namely payment of the third physician, shall be paid for by the Town.

Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein preclude the Town of Walpole from involuntarily retiring members. Further, nothing herein shall preclude an injured officer from seeking and obtaining treatment for said injury from a physician of his/her choice. Nothing herein shall require or preclude the Chief from, or limit his/her discretion regarding the granting or denying of a request from an officer out on sick leave to work on limited or light duty; however, such assignments shall not be made involuntarily.

It is understood that assignments to light duty are temporary in nature and shall not exceed beyond the period of disability.

ARTICLE X - COURT TIME

Employees required by the Department or the Court to appear in the District Courts, Superior Courts, or Civil Courts of the Commonwealth or the United States of America for criminal or civil business at other than their regularly scheduled working hours, when the appearance is required as a result of the employee's performance of his/her regular law enforcement duties, shall be guaranteed four (4) hours pay at the overtime rate. All time in excess of four (4) hours shall be compensated at the overtime rate. It is specifically agreed that if the Chief of Police orders a police officer to appear at the Station for an interview or preparation for trial prior to the normal starting time for Court then that police officer will be paid at the overtime rate for those hours that he/she appears prior to the starting time.

ARTICLE XI – HOLIDAYS

The following days and no others shall be considered holidays for employees covered under this agreement.

New Year's Day	President's Day
Patriot's Day	Memorial Day
Fourth of July	Labor Day
Columbus Day	Veteran's Day

Thanksgiving Day Christmas
Martin Luther King Day

All members of the Bargaining Unit shall receive a day's pay for each of these eleven holidays.

Those employees required to work on a holiday will receive time and one half pay for the shifts worked during the holiday. Employees ordered to work or regularly scheduled to work on Christmas or Thanksgiving shall receive double time for hours worked on either of those days. Employees who work non-Town paid details on Thanksgiving, Christmas, or New Year's Day, including the 24 hours preceding each of these holidays, shall be paid a rate of time and one half the detail rate for hours worked on these days.

In the event that a new state or federal holiday is adopted via state or federal legislation said holiday shall be added to the list.

Members of the Bargaining Unit shall be granted the above holidays provided the employee worked the regularly scheduled hours on the last scheduled shift within twenty-four hours prior to the holiday, worked the holiday if scheduled, and the first scheduled shift within twenty-four hours after the holiday. The Town reserves the right to waive the above requirement.

ARTICLE XII - TEMPORARY SERVICE OUT OF RANK

Patrol Officers of the Police Department who are ordered to serve temporarily in a Sergeant's rank shall be compensated at the Step 3 Sergeant's rate, provided such service shall be normal one day and/or night tour of duty. For the purposes of this paragraph, "tour of duty" shall mean an eight (8) hour day or eight (8) hour night tour for members of the Police Department.

When the Police Chief or his/her designee determines the necessity of an assignment of an "officer in charge" in the absence of a Sergeant, the Chief shall assign in the following manner:

a. First consideration shall be to a patrolman who is on an active Civil Service Sergeants' Promotional List with preference from the list given to a patrolman already assigned to that particular shift;

b. Second consideration shall be to a patrolman who has prior command experience with the Walpole Police Department, with preference given to the next highest patrolman on the overtime list who otherwise qualifies.

ARTICLE XIII - UNION BUSINESS LEAVE

A. Officers and members of the Police Union, as may be designated by the Police Union, but not to exceed four (4) shall be granted leave to attend meetings of the Massachusetts Police Association as provided by Massachusetts General Laws; and officers and members of the Police Union, but not to exceed four (4) shall be granted leave to attend the convention of the Massachusetts Coalition of Police.

Should a union member serve on the Executive Board of the Massachusetts Police Association said member shall be granted leave to attend the meetings.

B. When grievance meetings, negotiating meetings, or other Union business are jointly scheduled between the Town and the Union, employees directly involved will be released as long as the release does not interfere with the safety of the Town, as determined by the Chief of Police.

ARTICLE XIV - DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended, or charged in any manner under the General Laws except for just cause. When and if said charge is made under the General Laws, the permanent employee will be entitled to have counsel present at any hearings or interviews attendant thereto.

ARTICLE XV - INSURANCE

The Town shall continue to pay fifty percent (50%) of an officer's premium for the insurance coverage in effect and to continue in effect the "Death in Line of Duty Policy".

The Town will pay 70% and the employees will pay 30% of the HMO group health insurance premiums for West Suburban Health Group so-called "Rate Saver" plans, as these "Rate Saver" plans shall be the only plans eligible for employee enrollment. All employees shall be enrolled in the Rate Saver plans not later than July 1, 2011 (June billing). It is agreed that Officers Becker, Koenig, Moses, H. Van Ness, and Wilmot shall remain at an 80%/20% contribution split until June 1, 2014 at which time they shall move to the 70%/30% split as described here.

As long as the Town remains a member of the West Suburban Health Group, the Employer and the Union agree that the Employer shall notify the Union of changes made to mandatory subjects of collective bargaining by the Board of Directors of said West Suburban Health Group. The Employer and the Union also agree that should the Union timely request to meet and discuss any changes to mandatory subjects of collective bargaining, the parties shall meet for the purpose of discussing the impact of the change(s) and not the decision to implement of the change(s) itself.

ARTICLE XVA - LIABILITY INSURANCE

The Town shall continue to maintain police liability insurance to protect its police officers. If the Town is unable or chooses not to provide this insurance through an insurance carrier, it shall, through self insurance, continue to provide the same degree of protection as has been provided by the insurance policy. The intent of this Article is to provide the same degree of liability insurance protection to police officers regardless of the method of insurance selected by the Town.

ARTICLE XVI - ITEMIZED CHECKS

Itemized checks will be accompanied by an itemized voucher listing deductions on those occasions where there is a change in compensation.

ARTICLE XVII – HOURS OF DUTY OF PERMANENT MEMBERS OF THE WALPOLE POLICE DEPARTMENT

It is the intention of the Town to continue the current shift schedules for the duration of this Agreement. Said shift schedules are as follows:

FIRST SHIFT	12:00 MIDNIGHT TO 8:00 A.M.
SECOND SHIFT	8:00 A.M. TO 4:00 P.M.
THIRD SHIFT	4:00 P.M. TO 12:00 MIDNIGHT

ARTICLE XVIII - CREDITABLE SERVICE

All permanent intermittent police officers will receive credit as full time service not to exceed a maximum of five (5) years for work performed for the Walpole Police Department during that period of time which they were on the respective lists and eligible for assignment to duty prior to their appointment. Provided that such service as a permanent intermittent police officer shall be credited only if such permanent intermittent police officer was later appointed as a permanent member of the Walpole Police Department, and further provided that said credit would be applied toward Civil Service and Town benefits on retirement, longevity and vacations.

All Provisional Police service time shall be deemed eligible for creditable service for Town benefits regarding retirement, longevity and vacations.

ARTICLE XIX - VACATIONS

That current policy of selecting vacations as set out in Order No. 2-92 dated March 30, 1992, by J. Betro, Chief, relative to vacations by seniority and rank will be continued for the duration of this Agreement. There will be an allowance for an officer to split his/her vacation. The vacation can be taken at any time within the calendar year, subject to the approval of the Chief of Police. Vacations will be as follows:

One hundred twelve working hours vacation after one (1) year of service.
One hundred sixty-eight working hours vacation after five (5) years of service.
Two hundred twenty-four working hours vacation after ten (10) years of service.
Two hundred eighty working hours vacation after twenty (20) years of service.

Vacation time is accrued based upon years of service as shown above.

The Town and the Union agree that members of the bargaining unit may carry over a maximum of five (5) vacation days from one calendar year into the next calendar year.

ARTICLE XX - PERSONAL LEAVE OF ABSENCE WITHOUT PAY

Personal Leave of Absence for a limited period not to exceed thirty (30) days shall be granted for any reasonable purpose and such leave may be extended or renewed for a reasonable period not to exceed (30) days at the discretion of the Chief.

ARTICLE XXI - WAGES

Salary Schedule

Effective July 1, 2005, Sergeants shall be compensated at a rate 19% higher than Patrolmen.

Walpole Police Department Pay Schedule – FY'2012 (effective July 1, 2011) 1.5%

Grade	Positions			Grade	Positions		
PD-1	Patrolman			PD-2	Sergeant		
Grade	**Step 1**		**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
PD-1 Weekly		$860.71	$927.32	$983.73	$1051.80	$1072.82	$1094.28
PD-2 Weekly				$1170.63	$1251.65	$1276.67	$1302.20

Effective July 1, 2011, Step 2 shall be deleted from the PD-2 Sergeant scale. Those employees (O'Connell & Zangehtti) at Step 2 as of that date shall move to Step 3 on July 1, 2011 and shall be eligible for step increases on July 1 of each year thereafter until reaching Step 6. Any Sergeant promoted after July 1, 2011 shall commence at Step 3 and be eligible for step increases thereafter on his/her anniversary date of promotion.

Walpole Police Department Pay Schedule – FY'2013 (effective July 1, 2012) 1%

Grade	Positions			Grade	Positions		
PD-1	Patrolman			PD-2	Sergeant		
Grade	**Step 1**		**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
PD-1 Weekly		$869.32	$936.60	$993.57	$1062.32	$1083.55	$1105.22
PD-2 Weekly				$1182.34	$1264.16	$1289.43	$1315.23

Walpole Police Department Pay Schedule – FY'2013 (effective January 1, 2013) 1%

Grade	Positions			Grade	Positions		
PD-1	Patrolman			PD-2	Sergeant		
Grade	**Step 1**		**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
PD-1 Weekly		$878.01	$945.96	$1003.50	$1072.95	$1094.39	$1116.28
PD-2 Weekly				$1194.16	$1276.81	$1302.33	$1328.38

Walpole Police Department Pay Schedule – FY'2014 (effective July 1, 2013) 1%

Grade	Positions			Grade	Positions		
PD-1	Patrolman			PD-2	Sergeant		
Grade	**Step 1**		**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**

PD-1	Weekly	$886.79	$955.42	$1013.54	$1083.67	$1105.33	$1127.44
PD-2	Weekly			$1206.10	$1289.57	$1315.35	$1341.66

Walpole Police Department Pay Schedule – FY'2014 (effective January 1, 2014) 1%

Grade	Positions			Grade	Positions		
PD-1	Patrolman			PD-2	Sergeant		
Grade	**Step 1**		**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
PD-1	Weekly	$895.66	$964.98	$1023.67	$1094.51	$1116.39	$1138.71
PD-2	Weekly			$1218.16	$1302.47	$1328.50	$1355.08

Employees permanently scheduled to shifts 1 and 3 and working said shifts will receive an additional 4.5% per hour of their base pay as the shift differential.

Stipends:

Detective/Patrolman	$1225	Dare Officer – FT	$825
Detective/Sergeant	$1325	Dare Officer – PT	$575
Crime Prevention Officer	$825	Youth Officer	$825
Information Systems Officer	$825	Safety Officer	$825
Motorcycle Officer	$825	NIBRS Officer	$825
Intoxilyzer Technician	$825	Vehicle Maintenance Officer	$825
Domestic Violence Officer	$825		

The Union agrees employees will use cardiac defibrillators.

ARTICLE XXIA - EDUCATIONAL INCENTIVE

The Town adopted, effective July 1, 1990, the provisions of MGL Chapter 41, Section 108L, as amended, the so-called "Quinn Bill" or "Career Incentive Pay Program". Employees employed by the Town and receiving benefits as of July 1, 2009, shall continue to receive the same educational benefits provided by said statute as of that date. In the event of a discontinuance, repeal, or substantial change to said statute, said employees shall continue to receive educational benefits in the same manner as received on July 1, 2009. Employees not eligible for said program and/or not employed by the Town on or before July 1, 2009 shall not be eligible for this incentive, unless an employee who transferred to Walpole Police on or after July 1, 2009 was eligible and receiving said benefits in his/her prior community. Further, pursuant to said statute, eligible employees as described in this section who may move from one degree level to another (ex: bachelors to masters) shall receive the reimbursement for the new level upon certification as is the current practice.

Career Incentive payments shall be made as follows:

1st Half Payment – 1st Pay Period In December

2nd Half Payment – Last Pay Period In June

ARTICLE XXII - LONGEVITY PAY

For the purpose of this Agreement and in accordance with Article XVIII of this Agreement, longevity will be paid to the permanent members of the Walpole Police Union at the rate of:

$475 after five (5)years
$575 after ten (10) years
$675 after fifteen (15) yrs.
$775 after twenty (20) yrs.
$875 after twenty-five (25) yrs

This payment is to be made annually on the date of recognition of eligibility, December 1st.

Supplemental Longevity

a) An employee may elect to take advantage of a supplemental longevity program for a three (3) year continuous period of his/her employment with the Town provided that :
   I; He/she shall notify the Chief in writing not later than seven (7) months prior to the start of the first fiscal year of his/her participation in the program.

   II; The employee shall have completed at least twenty (20) years of service as a full-time law enforcement officer by the beginning of the fiscal year in which such employee's participation in the program becomes effective.

   (example: An employee intending to participate in the program beginning Fiscal Year 2007 (7/1/06-6/30/07) must notify the Chief no later than November 30, 2005 and must have achieved 20 years of service as a full-time law enforcement officer by June 30, 2006.

b) Commencing July 1st of the first fiscal year of the supplemental longevity program, the employee's base pay shall be increased by an amount equal to nine and one-half percent of his/her base pay each of the succeeding three (3) fiscal years.

c) The employee shall not be eligible to receive regular longevity payments during this three (3) year period.

d) Employees electing to participate shall no longer be eligible to receive sick-leave buy-back payments upon retirement.

e) Employees whose employment with the Town terminates prior to the end of the three (3) year supplemental longevity program period shall receive only the nine and one half percent (9.5%) supplemental longevity up to the point of termination of employment and shall have no further entitlement to supplemental longevity.

f) Employees who receive benefits hereunder shall further be ineligible for any differential, stipend, or longevity payments following participation in the program.

g) Notwithstanding the foregoing, in the event that an employee participating in the program terminates his/her employment with the Town prior to June 30, 2008, said employee shall be entitled to receive payment under the sick leave buy-back program if otherwise eligible, with such buy-back amount reduced by any payments made under this supplemental longevity program.

ARTICLE XXIII - HEALTH AND SAFETY

A Safety Committee of three (3) members of the Police Union shall meet with the Chief of Police, or his/her designated representative, at least once every month to discuss and make recommendations for improvements of general health and safety of the employees.

The Town shall continue to provide efficient and safe equipment and material to protect the health and safety of the employees.

Any officer who thinks that they may have been exposed to any known risk factor associated with AIDS or HIV while in the performance of their duties, shall go for testing to determine whether they have contracted an HIV infection or its associated illness. Such testing shall be required of the exposed person and shall be paid for by the Town.

Employees covered under this agreement shall be subject to a drug and alcohol testing policy of the Walpole Police Department promulgated in October of 2008.

ARTICLE XXIV - TRAINING

All outside training courses will be posted in the guard room. Any officer who fails a voluntary training course paid for by the Town shall pay for the course if he retakes the course.

Any police officer whose attendance is approved by the Police Chief and voluntarily attends any police related training course, shall be compensated with compensatory time off and not charged overtime while attending the course.

Each officer will be eligible to receive fifty rounds of ammunition per quarter for training. In order to receive more ammunition for future quarters, the officer must return the brass to the Department.

ARTICLE XXV - GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Procedure

It is the declared objective of the parties to encourage prompt resolution of grievances. The parties recognize the importance of prompt and equitable disposition of any grievance at the lowest organizational level possible. Any employee shall have the right to present a grievance and have it promptly considered on its merits.

Definition

A "grievance" shall mean a complaint that there has been a violation or misinterpretation of any provision of this Agreement. Except that the term "grievance" shall not apply to any matter as to which the Town is without authority to act.

Step 1

An employee and/or his/her Union representative shall present a grievance, in writing, to the Chief of Police, or his/her designated representative, within ten (10) days after the act or condition which is the basis of his/her complaint occurred. The employee and the Chief of Police or his/her designated representative, shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, an employee may present a grievance personally, or may be represented by the Union representative; but where the employee is represented he/she may be present. The Department Head shall communicate his/her decision to the aggrieved employee within ten (10) days after receiving his/her complaint. The Union will receive a copy. The written statement of the grievance shall include:

1. Name and position of grievant;
2. Statement of the grievance and the facts involved;
3. The corrective action requested;
4. Name of Union representative; and
5. Signature(s) of grievant(s) or Union representative.

If the grievance is not resolved by Step 1, the aggrieved employee or the Union may appeal by forwarding the grievance, in writing, to the Town Administrator within ten (10) working days after he/she has received the Step 1 decision. The appeal shall include:

1. Name and position of grievant;
2. A statement of the grievance and the facts involved;
3. The corrective action requested;
4. Name of Union representative at Step 1, if any; and
5. Signature (s) of grievant (s) or Union representative.

The Town Administrator will arrange, if requested by the aggrieved, for a meeting with the aggrieved employee and his/her Union representative, if any. The aggrieved employee may be present at the conference, except that he/she need not attend where the sole question before the Town Administrator is one of interpretation of a provision of this Agreement, or of what is established policy or practice. The Town Administrator shall issue his/her decision on the grievance as soon as possible, but not later than ten (10) working days after receipt of the appeal.

Step 3

If the grievance is not resolved by Step 2, the aggrieved employee or the Union may appeal by forwarding the grievance, in writing, to the Board of Selectmen within ten (10) days after he/she has received the Step 2 decision. The appeal shall include:

1. Name and position of the grievant;
2. A statement of the grievance and the facts involved;
3. The corrective action requested;
4. Name of Union representative at Step 2, if any; and
5. Signature (s) of grievant (s) or Union representative.

The Board of Selectmen will arrange for a meeting with the aggrieved employee and his Union representative, if any. The aggrieved employee shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Board of Selectmen is one of interpretation of a provision of this Agreement or what is established policy or practice. The Board of Selectmen shall issue their decision on the grievance as soon as possible, but not later than twenty (20) days after the receipt of the Appeal.

Arbitration

A grievance which was not resolved in Step 3 under the grievance procedure may be referred to the_American Arbitration Association, or the Commonwealth of Massachusetts Board of Conciliation and Arbitration if agreed to by both parties. The notice shall be filed within thirty (30) days after denial of the grievance at Step 3 under the grievance procedure. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of events which occurred prior to the execution of this Agreement shall be submitted to arbitration under the provisions of this Agreement.

It is further understood and agreed that no matters relating to the power and authority exclusively vested within the Town or the Chief of Police by statute shall be submitted to arbitration.

The decision of the arbitrator shall be supported by substantial evidence on the record as a whole, and shall be final and conclusive and binding upon all employees, the Town and the Union. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement; nor shall the arbitrator have jurisdiction in any case submitted to arbitration to affect in any way, directly or indirectly, by any decision or in any other manner, the right and responsibility of the Town to direct its employees; the assignment of work to employees; the shift schedules and hours of work; the rules and regulations to be made or applied for discipline.

The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony.

The arbitrator shall issue his/her written decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of transmitting the final statement and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the disputes and both will abide by it.

The Town agrees that it will apply to all substantially similar situations, the decision of an arbitrator sustaining a grievance, and the Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance

denied by the decision of an arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

No employee shall be paid for attendance at any arbitration or grievance procedure unless otherwise provided herein.

ARTICLE XXVI - SAVINGS CLAUSE

1. If any provision of this Agreement is, or shall at any time be, contrary to the law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

2. In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XXVII - RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Union and the Town agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union in consideration of the value of this Agreement, and its terms and conditions, and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

The Union and the Town agree that each has had a right to bargain for any provision that they wished in this Agreement, and each expressly waives the right to reopen the Agreement for any further demands or proposals that could have been made prior to the effective date of this Agreement, and that the present Agreement constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE XXXVIII - DURATION

This Agreement and each of its provisions shall be in effect as of July 1, 2011 and shall continue in full force and effect until June 30, 2014, except as otherwise herein provided.

In the event the parties fail to reach a settlement by the expiration of the contract, it shall automatically continue in force and effect until a new agreement is consummated.

Should neither party to this Agreement send notice of termination sixty (60) days prior to the termination of this Agreement, it will be considered automatically to be continued in force and effect and renewed for another year.

WHEREFORE, We hereunto set our hands and seal this day and year.

Massachusetts Coalition of Police
IUPA (AFL-CIO) Local 115, Walpole

BY: Sgt Martin McDonough

Sgt David P. [illegible]

DATE: May 23, 2011

TOWN OF WALPOLE
BOARD OF SELECTMEN

DATE: May 23, 2011