

**From:** [Susan Zuscak](#)  
**To:** [Forsberg, Kristen](#)  
**Subject:** FW: [Leicester MA] Leicester Police Patrol & Superiors Contract (Sent by Jayme Sweeney, jayme.sweeney@sandulligrace.com) PUBLIC RECORDS REQUEST  
**Date:** Wednesday, September 25, 2019 1:17:22 PM  
**Attachments:** [2011 - 2012 Collective Bargaining Agreement 168 Patrol Officers.pdf](#)  
[2012 - 2013 MOA 168 Patrol Officers.pdf](#)  
[2013-2014 MOA 168 Patrol Officers.pdf](#)  
[2014-2017 MOA Patrol Officers.pdf](#)  
[2017-2020 MOA Patrol Officers EXECUTED.pdf](#)  
[2010-2011 Sergeants Contract Integrated.doc](#)  
[2011-2012 MOA Sergeants.PDF](#)  
[2013-2014 MOA 168 Sergeants.pdf](#)  
[2014-2017 MOA Sergeants.pdf](#)  
[2017-2020 MOA Sergeants.pdf](#)  
[2019-2020 MOA Sergeants.pdf](#)

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Another one to add, or is this already done that I can just save it and post it?

-----Original Message-----

From: Davis, Debbie <Davidd@leicesterma.org>  
Sent: Wednesday, September 25, 2019 12:57 PM  
To: Susan Zuscak <Zuscaks@leicesterma.org>  
Subject: FW: [Leicester MA] Leicester Police Patrol & Superiors Contract (Sent by Jayme Sweeney, jayme.sweeney@sandulligrace.com) PUBLIC RECORDS REQUEST

Deborah K. Davis  
Leicester Town Clerk, Notary, Burial Agent  
3 Washburn Square  
Leicester, MA 01524  
Office Hours:  
M,W,Th 8-5pm  
Tue. 8-7pm  
Closed Fridays  
508-892-7011  
508-892-7070 fax

-----Original Message-----

From: Genreux, David <genreuxd@leicesterma.org>  
Sent: Wednesday, September 25, 2019 12:55 PM  
To: 'jayme.sweeney@sandulligrace.com' <jayme.sweeney@sandulligrace.com>  
Cc: Davis, Debbie <Davidd@leicesterma.org>  
Subject: RE: [Leicester MA] Leicester Police Patrol & Superiors Contract (Sent by Jayme Sweeney, jayme.sweeney@sandulligrace.com) PUBLIC RECORDS REQUEST

Good Afternoon,

Here are the records that you requested. Please be advised that our two Police Unions have not agreed with integrated contracts that have been assembled, so I have to give you the last full contract for each union, with new memorandums of agreements that have been approved in succeeding contract years. There is no charge for this information.

Regards,

David A. Genereux

David A. Genereux  
Town Administrator  
Town of Leicester  
3 Washburn Square  
Leicester, MA 01524  
Telephone: (508) 892-7000  
Fax: (508) 892-7070  
Email: genereuxd@leicesterma.org

“Please remember that the Secretary of State has determined that email is a public record”

-----Original Message-----

From: cmsmailer@civicplus.com [<mailto:cmsmailer@civicplus.com>]  
Sent: Wednesday, September 25, 2019 12:13 PM  
To: Genereux, David <genereuxd@leicesterma.org>  
Subject: [Leicester MA] Leicester Police Patrol & Superiors Contract (Sent by Jayme Sweeney, jayme.sweeney@sandulligrace.com)

Hello generuxd,

Jayme Sweeney (jayme.sweeney@sandulligrace.com) has sent you a message via your contact form (<https://www.leicesterma.org/user/17883/contact>) at Leicester MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.leicesterma.org/user/17883/edit>.

Message:

Dear David,

Pursuant to the public records law, G.L. c. 66, §10(a), I write to request a copy of all the recent Collective Bargaining Agreements for the Leicester Police Patrol Officers and Superiors as well as the wage scales that reflect the agreement dates. I am looking for the most recent contracts. If possible, please email me a copy of the requested document to this address.

Please respond to this email with any questions or with a cost, if applicable. Thank you in advance for your help.

# LEICESTER POLICE CONTRACT

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE TOWN OF LEICESTER  
AND  
MASSACHUSETTS COALITION OF POLICE, AFL-CIO  
LOCAL 168

2010 - 2011

## **POLICE SERGEANTS' UNIT**



# LEICESTER POLICE CONTRACT

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## PREAMBLE

The parties to this Agreement are the Massachusetts Coalition of Police, AFL-CIO. Local 168, hereinafter referred to as the Union, and the Town of Leicester, hereinafter referred to as the Town. Whereas, in accordance with the collective bargaining proceedings conducted by the Union

# LEICESTER POLICE CONTRACT

and the Town, certain agreements have been reached by the parties and in consideration of their mutual promises, set forth herein, the terms of their contract shall be as follows:

## ARTICLE I

### Recognition

The Town recognizes the Union as the exclusive bargaining agent for full-time sergeants of the Leicester Police Department, for the purpose of collective bargaining relative to wages, hours and other conditions of employment, subject to all existing statutes relating to police and police departments. The bargaining unit shall not include intermittent police officers, other full time police officers, the Police Chief, dispatchers and any other civilian employees of the Department.

## ARTICLE I (a)

### Non-Discrimination

The Town and the Union agree not to discriminate against Employees covered by this Agreement because of membership or non-membership in the Union. The Town and the Union further agree not to discriminate against employees covered by this Agreement on the basis of race, color, national origin, religion, age, as defined by law, sex, sexual preference, or handicap.

## ARTICLE II

### Management Rights

The Town shall not be limited in any way in the exercise of the functions of Municipal Management or government, and the Town shall have retained and reserved unto itself all the powers, authority and prerogatives of Municipal Management or government including, but not limited to, the following:

- (a) the operation and direction of the affairs of the department in all of their various aspects;
- (b) the determination of the level of services to be provided;
- (c) the direction, control, supervision and evaluation of the sergeants;
- (d) the determination of Employee classifications;
- (e) the determination and interpretation of job descriptions;
- (f) the planning, determination, direction and control of all the operations and services of the Department (and its units and programs);
- (g) the increase, diminishment, change or discontinuation of operations in whole or in part;

# LEICESTER POLICE CONTRACT

- (h) the institution of technological changes or the revising of processes, systems or equipment;
- (i) the subcontracting of work;
- (j) the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- (k) the determination of the location, organization, number and training of sergeants of the Department, or its units or programs;
- (l) the assignment of sergeant to duties and work assignments, including changes in duties and work assignments;
- (m) the scheduling and enforcement of working hours;
- (n) the assignment of overtime;
- (o) the determination of whether Employees (if any) in a classification are to be called in for work at times other than their regularly scheduled hours and the determination of the classification to be so called;
- (p) the determination of whether goods should be made, leased, contracted or purchased on either a temporary or a permanent basis;
- (q) the hiring, appointment, promotion, demotion, reprimand, suspension, discipline or discharge of sergeants;
- (r) the layoff or relief of officers due to lack of funds or of work, or the incapacity to perform duties or for any other reason;
- (s) the making, implementation, amendment, and enforcement of rules and regulations and operating and administrative procedures as the Town deems necessary;
- (t) the reorganization of the department in whole or part;
- (u) the appropriation of funds;
- (v) the granting and scheduling of leaves;
- (w) the creation, assignment and change of shifts, including the establishment, determination and change, from time to time, of shift times and shift assignments, and the determination of the number of shifts and changing of the number of shifts;
- (x) the right to require that sergeants respond to a recall; and

# LEICESTER POLICE CONTRACT

- (y) the determination as to whether a uniform will be worn, the style and type of the uniform to be the decision of the Chief of Police;

except to the extent expressly abridged by a specific provision of this Agreement or law.

Nothing in this Article shall be interpreted or deemed to limit or deny any rights of management provided the Town by law.

Notwithstanding any provision in this Agreement to the contrary, during an emergency the Town shall have the right to take any action necessary to meet the emergency.

## ARTICLE III

### Amendment, Waiver and Stability of Agreement

- (a) No agreement, understanding, alteration, or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.
- (b) The failure of the Town or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.
- (c) If any Article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.
- (d) The Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

## ARTICLE IV

### Court Time

Any member of the bargaining unit required and authorized by the Chief or his designee to attend Juvenile Court, criminal court, including grand jury sessions, civil proceedings or a hearing

# LEICESTER POLICE CONTRACT

at the Registry of Motor Vehicles, in connection with the performance of his duties as a sergeant for the Town, which attendance is at a time when he is not on duty, shall be paid a minimum of three (3) hours at time and one-half his base hourly rate of pay. The sergeant shall be paid for mileage incurred by him pursuant to this Article in a vehicle not provided by the Town at the same rate as would be paid to Town officials as of the date of the court attendance.

The Chief or his designee will attempt to schedule court time on an sergeant's duty days.

## ARTICLE V Vacations

Section 1: The following annual vacations, with pay, will be granted to full time members of the bargaining unit:

<u>Length of Time on Force</u>	<u>Vacation Leave</u>
More than one, but not more than six years of continuous service	10 duty days
More than six, but not more than ten years of continuous service	15 duty days
More than ten, but not more than twenty years of continuous service	20 duty days
More than twenty years of continuous service	21 duty days
More than twenty-one years of continuous service	22 duty days
More than twenty-two years of continuous service	23 duty days
More than twenty-four years of continuous service	24 duty days
More than twenty-five years of continuous service	25 duty days

Prior to May 1 of each year, the Chief shall post a calendar for the following fiscal year, showing the period in which vacation leave may be granted for the fiscal year. Not later than May 15, the members of the bargaining unit shall bid on dates for vacation leave. The Chief shall assign vacation leave by seniority subject to the operating needs of the Department, provided that:

(a) not more than two members of the bargaining unit shall be on vacation leave at the same time, but if the total number of patrol officers and sergeants falls below nine (9), then only one member of the bargaining unit shall be on vacation leave at a time;

(b) not more than one sergeant shall be on vacation leave at a time;

# LEICESTER POLICE CONTRACT

(c) two members of the bargaining unit on the same shift qualified in the same special duty skill, for example, fingerprinting, shall not be on vacation leave at the same time; and

(d) not more than one member of the bargaining unit assigned to the same shift shall be on vacation leave at the same time, provided that, in accordance with past practice, two members of the bargaining unit on the same shift may be on vacation at the same time if temporary shift schedule changes can be arranged as necessary to provide coverage, if part-time police officers can be scheduled to work, and if no costs for overtime pay are incurred by the Town.

## ARTICLE VI Clothing Allowance

The Town shall pay a clothing allowance to each officer in the amount of \$1425.00 effective July 1, 2011.

A sergeant newly appointed to the Leicester Police Department shall be paid a clothing allowance prorated in proportion to his or her number of days of service as a full-time police sergeant during the contract year.

The full amount described above shall be paid during the first full pay week in July of each year for the life of this Agreement to all sergeants qualifying under this Agreement for such amount. A sergeant does not qualify, however, for such amount if he or she is on any type of leave, except vacation leave, provided, however, that if a sergeant on leave returns to work, the sergeant shall receive a prorated share of the clothing allowance, based upon the remaining portion of the work year; and provided further, any officer promoted from intermittent police officer shall have his clothing allowance offset by any clothing allowance received as an intermittent officer during the same fiscal year.

Prior to the Chief of Police instituting a change in the style or type of uniform, the Town and the Union agree to bargain over the cost of any such change(s).

It is understood by the Union that, for purposes of the Internal Revenue Service, money paid to employees by the Town for the cleaning and maintenance of uniforms may be subject to appropriate withholdings.

The Chief may verify the expenditure of money by a sergeant for uniforms.

## ARTICLE VII Holiday / Sick Leave

# LEICESTER POLICE CONTRACT

Section 1: Effective July 1, 2008, Employees who do not use sick leave shall be granted twelve (12) hours of personal time for each calendar month that the employee does not use sick time. Such personal time shall be cumulative to seventeen (17) days. An employee may sell back any or all of their accumulated personal time at any time prior to June 1. The union and the town agree that an individual sergeant shall not continue to accrue personal time if an individual sergeant is receiving C. 41, S. 111F benefits. The town and the union agree that within the last two months of the 2007-2010 contract period either side will retain the option to return the original "Holiday" language to the contract and discontinue the sick leave / personal day option.

Section 4. Any sergeant required to work on Thanksgiving Day, Christmas Day or New Year's Day shall receive, in addition to the regular holiday pay, an amount equal to one and one half times (1 1/2) his regular rate of pay for all hours worked.

## ARTICLE VIII

### Bereavement Leave and Personal Leave

Section 1. In the event of a death in the family of an employee, the employee will be entitled as provided below up to five (5) workdays off for mourning and for attendance at the funeral of the family member. Such leave as provided below shall not be unreasonably withheld.

Section 2. Paid bereavement leave shall be payable as follows:

- (a) In the event of death of the employee's spouse, child, mother, father or sibling, or any person living under the same roof as part of the family of such sergeant, the employee will receive up to five (5) workdays.
- (b) In the event of death of the employee's or the employee's spouse's grandparent, the employee's grandchild, or mother-in-law, father-in-law, son-in-law or daughter-in-law the employee will receive up to three (3) workdays.
- (c) In the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle or first cousin the employee will receive up to one (1) workday.

Section 3. Three (3) personal days per year shall be granted to each Employee. Personal days shall not be cumulative from year to year.

Section 4. Requests for personal days shall be made in writing to the Chief at least 48 hours prior to the requested days. Requests for personal days shall be granted subject to the operational needs of the Department.

Section 5. Each employee who completes a period of one hundred thirty-one (131) consecutive days of service without using any sick leave, injured on duty leave, or leave without pay, shall earn an additional personal leave day, to a maximum of two leave days per year. Such



# LEICESTER POLICE CONTRACT

leave days shall be taken at a time mutually agreed upon by the employee and the Chief within the next six (6) months of service.

Section 6: Effective July 1, 2007, all unused personal time will be bought back by the town upon a sergeant's retirement.

## ARTICLE IX Work Schedule

The Chief or his designee shall establish the work schedules for the Department, subject to the following provisions:

Section 1. Regular work schedules for members of the bargaining unit shall be based on a system of four (4) consecutive days of work and two (2) consecutive days off in a seven (7) day period. The 4 and 2 schedule shall apply only to those sergeants who primarily perform fieldwork. Sergeants assigned to administrative duties shall remain on a 5 and 2 schedule. Notwithstanding the implementation of the 4 and 2 schedule, sergeants who are assigned to court and investigative duties and who would otherwise qualify for the 4 and 2 schedule, may be scheduled by the Chief to such shifts as the Chief deems appropriate, provided, however, they shall receive, in the aggregate, 121 days off per year.

Section 2. For purposes of this Article, regular work shifts shall be eight (8) consecutive hours each.

Section 3. Starting and ending times for each regular work shift shall be determined by the Chief or his designee every four months as provided herein, but may be amended by the Chief or his designee during the year due to operating necessity of the Department.

Section 4. Every six months, the Chief shall post a shift selection list on the Department bulletin board, listing all regular work shifts to be in effect subsequent to the initial shift selection process, as described in this Article. Members of the bargaining unit may bid on shift assignments by seniority and shall be assigned by seniority except that:

- (a) Two sergeants shall not be assigned to the same shift; and
- (b) The Chief or his designee shall have discretion to override seniority and schedule members of the bargaining unit with specialized skills, such as breathalyzer operation or fingerprinting, to any shift according to the operating needs of the Department.

Section 5. The members of the bargaining unit shall have fifteen (15) days following the posting of the shift selection list to bid on shift assignments and to notify the Chief or his designee in writing of their selections.

# LEICESTER POLICE CONTRACT

Section 6. The new shift assignments shall become effective on the first day of the month following notice by the members of the bargaining unit of their selections.

Section 7. Subject to emergencies and other exceptions as described in this Article, shift assignments shall remain in effect for a four month period beginning on July 1<sup>st</sup>, November 1<sup>st</sup>, and March 1<sup>st</sup> in each fiscal year.

Section 8. Not earlier than thirty (30) days after a new shift becomes effective, the Chief or his designee may reassign members of the bargaining unit to other shifts if the operating needs of the Department so require. The Chief or his designee shall give written notice to the Board of Selectmen and to the Union prior to any such reassignment, stating the reasons for the reassignment. If the Union objects to the reassignment, the Chief shall meet with the Union to explain the reasons. Such reassignment, however, shall not be subject to grievance or arbitration unless arbitrary or capricious.

Section 9. Notwithstanding any provision of this Article, the Chief or his designee shall have discretion to change shift times temporarily or create temporary shifts at any time if the operating needs of the Department so require, and assign members of the bargaining unit to such temporary shifts.

Section 10. Nothing contained in this Article shall limit the authority of the Chief or his designee to alter regularly scheduled work shifts or to reassign individual members of the bargaining unit or a group of such members during a declared emergency and for the duration of such emergency.

Section 11. A determination as to the existence of an emergency shall not be subject to grievance or arbitration.

Section 12. All sergeants whatever their appointment date, shall be required to perform defibrillator duties as may be assigned by the Chief of Police or his designee.

Section 13. The Union agrees that there may only be a maximum of two officers off on the same shift on vacation, holiday, time owed, or personal days.

## ARTICLE X Insurance

# LEICESTER POLICE CONTRACT

Section 1. The Town shall provide health insurance, and the Town shall pay seventy-five percent (75%) of the premium and the employee shall pay twenty-five percent (25%) of the premium on a weekly basis.

Section 2. The Town shall provide either a Blue Cross/Blue Shield Master Health Plus Plan or another health insurance carrier's plan with equal benefits. The issue of "equal benefits" shall be subject to grievance arbitration.

Section 3. The Town shall provide a life insurance policy of \$6,000 for all employees covered by the Agreement, and shall make payments in accordance with past procedures.

Section 4. The Town shall also maintain false arrest (Indemnification) insurance with \$100,000/\$300,000 limits.

Section 5. The Town may reopen this Article for negotiations with the union, after 30 days notice to the union. Such re-opener shall not affect or reopen any other provision of this Agreement.

Section 6. Employees shall pay twenty-five (25%) percent of the premium of an employee's Health Maintenance Organization (HMO) plan and the Town shall pay seventy-five percent (75%). This provision will not be effective until the Town implements a premium conversion Cafeteria Plan for payment of employees' medical insurance and HMO plans.

Section 7. In order to shelter an employee's contribution to medical insurance or an HMO plan from income tax, the Town agrees, to the extent permitted by law, to implement a "Cafeteria Plan" (i.e. "premium conversion plan") for health insurance for employees.

Section 8. The members of MCOP, Local 168, will be eligible to participate in the Highway Trust for retirees' health insurance contribution based on the following conditions:

- (a) The Town agrees to allow establish a Health Fund Agreement and Trust under Section 15 of Chapter 32B for the benefit of employees who were full-time employees of the Police Department and retired after November 1, 1994 from the service of the Town. The Trust may also include non-bargaining unit members who were full-time employees retiring after November 1, 1994 from service of the Town.
- (b) In order to be eligible for benefits under the Trust, a retired employee must be eligible to participate in the Town's health insurance program, and is located in an area where it is unavailable to him or her and is, therefore, not covered by such program, and must be actually retired under Chapter 32 of the Massachusetts General laws.
- (c) The Town's maximum financial contribution and liability under such Trust and this Agreement shall not exceed \$100 per month per employee eligible for benefits under this Trust.

# LEICESTER POLICE CONTRACT

(d) The Trustees shall have the right to establish rules and regulations relative to the Trust Fund, consistent with this Article.

Section 9. The Union agrees to accept the Town's proposal on health insurance effective July 1, 2005. The proposal is set forth in Appendix B of this agreement.

## ARTICLE XI Sick Leave

Section 1. Sick leave shall be earned by sergeants at the rate of one and one-quarter days (1 ¼) per month. Effective July 1, 1986, sick leave may be accumulated on an earned basis, to a total of one hundred and fifty (150) days.

Section 2. If a sergeant is out for an illness or injury for more than three (3) consecutive days, he or she must submit a certificate to the Chief of Police, from the attending physician, that this illness or injury rendered such sergeant unable to fill his or her duty shift. Such certificate shall be submitted on the form attached to this Agreement as Appendix D.

If said sergeant is out for an injury or illness for more than three (3) consecutive days, he or she must submit a certificate to the Chief of Police from the attending physician, that he or she is once again in good health and able to return to his or her duty schedule. Such certificate shall be submitted on the form attached to this Agreement as Appendix D.

In either case, the above certificate from the attending physician which had been submitted to the Chief of Police, shall be then immediately relayed to the Board of Selectmen.

Section 3. If a sergeant is out for an illness or injury for one or two days, and he or she has been on sick leave for four or more absences during the fiscal year, the Chief of Police may require the sergeant to submit a certificate from the attending physician stating that this illness or injury for one or two days rendered such sergeant unable to fill his or her duty shift, provided, however, that the Chief of Police has beforehand advised such sergeant that future sick leave may be subject to a physician's certificate for a one or two day absence. Such certificate shall be submitted on the form attached to this Agreement as Appendix D.

Section 4. A permanent Employee who suffers from a long-term illness and who (a) has exhausted all sick, vacation, and personal leaves to which he or she is entitled, and (b) presents a statement from a medical doctor as to the existence and nature of the long-term illness, may apply to the Board of Selectmen for, and shall be granted, an advance on future paid sick leave in the amount of one half the number of days of sick leave which he or she had accumulated prior to the start of the long-term illness. If the illness continues beyond the duration of the sick leave advance, the Employee may petition the Board of Selectmen for additional, unpaid sick leave. The Board of Selectmen shall have discretion to grant or deny such additional unpaid sick leave in accordance with law. The provisions of this section shall not apply to any sergeant who is injured on duty.

Section 5. The Town will allow an employee to use up to five (5) days of sick leave per calendar year for the purpose of caring for a spouse, child, or parent of either the employee or the employee's spouse, who is seriously ill or injured.

# LEICESTER POLICE CONTRACT

A seriously ill or injured person is defined as any person under the care of a doctor who has been confined to a home or hospital with a serious medical condition.

## Section 6.

- a. Effective July 1, 2011 The Town agrees to increase sick time buyback from 45 days to 50 days, which is only payable upon retirement from the police department and the officer must be 53 years of age and have 20 years of service or more with the Town of Leicester.

Any sick leave credits in the employee's account in excess of forty five days will be forfeited.

Section 7. The Town agrees to the establishment of a Sick Leave Bank (the "Bank"). Members eligible and willing to participate shall contribute two (2) days of accumulated sick leave per year. Members shall be eligible to participate in said "Bank" if they have at least (2) two years of continuous employment with the Town and (20) twenty days of accumulated sick leave at the time of their initial contribution. Only members who have contributed to the Sick Leave Bank shall be eligible to receive sick leave time from the "Bank". Individuals who wish to participate in the Sick Leave Bank must give notice of such intent to the Chief of Police no later than 15 June, 2006 or (30) thirty days advance notice thereafter.

The Bank shall be administered by a three member "Sick Leave Bank Committee" comprised of (1) one representative appointed by the Town, and (2) two representatives appointed by the Union all of which will serve (3) three year terms. This committee shall consider the eligibility of members who will be able to draw from the "Bank". The decisions of the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure.

The following Criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a member to draw from the Bank, and in determining the amount of leave time:

- a. A member must have used up all of his/her accumulated leave/time.
- b. A member must submit competent and timely evidence, to include a doctor's note, that a request is necessary to benefit the member who suffers uncommon, life threatening or serious and lengthy illness.
- c. A member's prior utilization of sick leave.
- d. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed (30) thirty days.
- e. Upon completion of the (30) thirty day period, additional entitlement may be extended by the Sick Bank Leave Committee upon demonstration of need by the member.

# LEICESTER POLICE CONTRACT

Upon compliance with paragraphs “a” and “b” above, and consideration of paragraph “c”, the Sick Bank Leave Committee may issue a grant of leave days from the Bank of not more than (100) one-hundred days per (12) twelve month period to any one member.

The Sick Leave Bank shall maintain a minimum of (30) thirty days in reserve. If the reserve falls below thirty days, the eligible members will be required to contribute additional sick leave days equally as deemed necessary.

There shall be no use of the Sick Leave Bank for members receiving Chapter 41, Section 111F benefits (injured on duty status).

Officers shall not forfeit earned personal time for donating sick days to the Sick Leave Bank.

Any sick bank member who has accumulated the maximum number of sick days permitted under the collective bargaining agreement shall have all additionally earned sick time deposited into the sick bank.

Section 8: The *Small Necessities Act* which is unpaid leave will be written into the contract.

## ARTICLE XII Education and Training

Section 1. Sergeants attending outside training courses or schools mandated by the Town or the Commonwealth of Massachusetts for police officers may be excused by the Chief from duty, if on duty, or may be given educational leave of absence by the Chief without loss of pay for the period of such training.

Section 2. Time and place of attendance at such courses or schools shall be scheduled and determined solely by the Chief and not the sergeant.

Section 3. The Town shall have the option at its sole discretion to provide such training itself for Employees. The Town also may do it on the regular duty time or, may, at its sole discretion, schedule such training on an overtime basis. The initial training required for sergeants to become certified to perform defibrillator duties shall be done on an overtime basis during the term of the 1997-2000 contract. After an sergeant's initial certification, any defibrillator training required thereafter will be scheduled by the Chief in accordance with the Department's regular training program. An sergeant who becomes certified to perform defibrillator duties will receive a one-time bonus in the amount of \$325.00 during the term of the 1997-2000 contract.

Section 4. Nothing in this Article shall restrict the Town from giving and scheduling other training as the Town may determine and require within the classification of sergeant.

Section 5. The Town shall pay reasonable expenses for materials required for training assigned by the Chief. Notwithstanding any other provisions of this Article, in accordance with past practice the Town shall reimburse a sergeant for books, texts and other documentary materials

# LEICESTER POLICE CONTRACT

necessary for a course required as part of the police curriculum at Quinsigamond Community College or other accredited institution of higher education.

Section 6. In the event in-service training or required training carries over into the lunch period, the Town shall provide up to \$15.00 per day toward the cost of the officer's lunch. Reimbursement shall be based upon a receipt, or a personal statement signed by the officer if no receipt is available. Overnight training conferences or conferences which the Chief determines carry over into the breakfast or supper period, the town shall provide up to \$10.00 per day toward the cost of breakfast and up to \$30.00 per day toward the cost of supper. Reimbursement shall be based upon a receipt, or a personal statement signed by the officer if no receipt is available.

## ARTICLE XIII

### Negotiations and Union Business

Section 1. Bargaining procedures relative to a new contract to succeed the instant contract shall be commenced not less than sixty (60) days prior to the setting of the Annual Town Budget therein involved.

Notification to either party of intention to commence collective bargaining procedures shall be by certified mail or by delivery of notice in hand, addressed to the Board of Selectmen or the Union, respectively.

Negotiations shall be scheduled at a time that is mutually agreeable to both parties.

Section 2. Union officers, representatives, or grievance committee members, up to a maximum of two (2), 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.

- (a) Subject to recall to the field by the Department, if a grievance committee member while on duty meets with the Board of Selectmen to represent an employee, he will be granted paid leave by the Chief with no loss of benefits while attending such meeting.

Section 3. Subject to operating needs, the Chief of Police shall grant one sergeant two (2) days leave with pay per fiscal year to attend as delegate to the Massachusetts Coalition of Police Convention.

## ARTICLE XIV

### Grievance Procedure

# LEICESTER POLICE CONTRACT

Section 1. A "grievance" is hereby defined as a dispute between the Union and the Town or its agents, including the Chief of Police, or between a member of the bargaining unit and the Town as to the interpretation or application of the express terms and provisions of this Agreement, provided that any matter under the jurisdiction of the Civil Service Commission, any matter involving the exercise of management rights (Article II of this Agreement), or any retirement matter, shall not be subject to grievance or arbitration.

Section 2. Grievances shall be processed in accordance with the following procedure:

STEP A. A written grievance will be submitted by the Employee and/or his Union representatives on his behalf, to the Police Chief within fifteen (15) calendar days of the occurrence of the aggrieved action, or within fifteen (15) calendar days after the Employee became aware or should reasonably have become aware of the aggrieved action. The Police Chief shall respond in writing to the grievance within ten (10) calendar days of his actual receipt of the written grievance. Failure to respond within ten (10) calendar days shall be deemed a denial of the grievance.

STEP B. If the grievance is not resolved at Step A, or if no written response to the grievance is made by the Police Chief within the time limit set forth above, the employee and/or his Union representative, may submit the grievance in writing to the Board of Selectmen within five (5) calendar days after receipt of the Police Chief's written response or the expiration of the period therefore. A meeting to discuss the grievance shall be held at the request of the Employee, his Union representative, or the Board of Selectmen. The Board of Selectmen shall respond in writing to the grievance within thirty (30) calendar days of their actual receipt of the grievance. Failure of the Board of Selectmen to respond within thirty (30) calendar days shall be deemed a denial of the grievance.

STEP C. If the grievance is not resolved at Step B, or if no written response to the grievance is made by the Board of Selectmen within the time limit set forth above, the Union, but not any individual Employee of the bargaining unit, may submit the grievance to arbitration, provided the Union shall have notified the Town of its intention to seek arbitration within thirty (30) calendar days after receipt of the written response of the Board of Selectmen or the expiration of the period therefore. An arbitrator shall be selected jointly by both parties. If the parties are unable to agree on an arbitrator within fifteen (15) days after the Town actually receives the written notice of the Union's intention to seek arbitration, the parties shall make application to the American Arbitration Association for the appointment of an arbitrator.

Section 3: The expense of the arbitrator's services and the proceedings shall be borne equally by the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made. Each party shall pay the cost of the verbatim transcript which it orders and receives. The parties shall share the cost of the copy provided to the arbitrator. The expense of witnesses for either side shall be paid by the party producing such witnesses.



# LEICESTER POLICE CONTRACT

Section 4: The decision of the arbitrator shall be final and binding upon the Union and the Town and shall be enforceable under and subject to the provisions of General Laws, Chapter 150C, as amended, subject to the following conditions:

- (a) The arbitrator shall have no power to add to, subtract from or modify this Agreement.
- (b) The arbitrator shall only interpret such items and determine such issues as may be submitted to him in writing by the parties pursuant to this Article.
- (c) If the matter grieved pursuant to this Article is a disciplinary action taken against a permanent employee, at the arbitration hearing, the Town shall have the burden to prove by a preponderance of the evidence that there was just cause for the disciplinary action.

Section 5: The Union shall be entitled to submit grievances in the name of the Union in the same manner provided herein for Employees.

Section 6: All time limits indicated herein may be waived or extended only by written agreement of the parties.

Section 7: Grievances may be settled without precedent at any stage of the procedure until the issuance of a final award by the arbitrator.

Section 8: This Article shall be subject to G.L. c. 150E, §8, which provides that, "where such arbitration is elected by the Employee as the method of grievance resolution, [it shall] be the exclusive procedure for resolving any such grievance involving suspension, dismissal, removal or termination notwithstanding any contrary provisions of sections thirty-nine and forty-one to forty-five, inclusive, of chapter thirty-one, [or] section sixteen of chapter thirty-two..." An Employee shall notify the Town immediately upon receipt of notice of action by the Town under c. 31, §39 or §§41-45, or c. 32, §16 if he elects to follow the grievance and arbitration procedure set forth in this Article in place of the procedures provided in the said Chapters 31 and 32.

## ARTICLE XV Mileage On Police Business

# LEICESTER POLICE CONTRACT

The Town shall pay mileage to an sergeant for the use of his private motor vehicle when on police business when authorized by the Chief. Mileage paid to be the same as paid to Town officials as voted by the Town.

## ARTICLE XVI

### Residency

Any person who receives an appointment to the full-time police force of the Town of Leicester, shall establish his residence any place in the Commonwealth that is within ten (10) miles of the perimeter of the Town of Leicester, including the Town of Leicester.

## ARTICLE XVII

### No-Strike

Section 1. No sergeant shall engage in, induce or encourage any strike, work stoppage, slowdown, or sick-out directly involving the Police Department, or picketing, sympathy strike or withholding of services involving the above, including so-called work to rule, refusal to perform in whole or in part duties of employment established in accordance with civil service law and the withholding of overtime services.

Section 2. The Union agrees that neither the Union nor any of its officers, agents or members will call, institute, authorize, participate in or sanction any such strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding or services involving the above, including so-called work to rule, refusals to perform in whole or in part duties of employment established in accordance with civil service law and the withholding of overtime services.

Section 3. Violation of Section 1 or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement.

Section 4. If there is any violation of this Article by the Union or officers, the Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in the appropriate court to enforce this Article.

## ARTICLE XVIII

### Required Training

# LEICESTER POLICE CONTRACT

Section 1. Sergeants covered under this Agreement will be required as of May 1, 1979 to be trained as required by Massachusetts General Laws (Chapter 111, Section 201) which will include the following:

- a. C.P.R. certification each year.
- b. First-Aid as required by the first responder training law.

Section 2. The Town shall schedule firearms training at least annually for all sergeants, and such training shall be mandatory.

Section 3. The successful completion of required firearms training shall be a condition of employment. Failure to pass such training on a retest shall be just cause for disciplinary action, including discharge by the Town. The time involved on the retest shall not be compensated for by the Town.

## Section 3 (a).

- i. Effective July 1, 2011 each sergeant shall be entitled to a payment of \$575.00 per qualification for each firearms qualification, up to three (3) times per year.
- ii. Qualifications shall be done on the employees' personal time.

Section 4. The Union and the Town shall meet to negotiate the physical fitness standards issued by the Massachusetts Department of Personnel Administration during the term of this Agreement. Said negotiations shall-not reopen any provisions of this Agreement.

## Section 5. Physical Fitness Program

1. Effective July 1, 1998, the Risk Factor Program established for sergeants covered by this Agreement shall be voluntary. The Union shall cooperate with the Town in the program.

2. Every sergeant participating in the program may be required by the Town to submit to an annual cholesterol test and blood pressure test. The cost of the test shall be borne by the Town. The test results shall be supplied only to the sergeant and shall not be available to the Town. Any sergeant not meeting the cholesterol or blood pressure standards may be required to submit to counseling by the agency giving the examination or other appropriate entity. The Town may be provided with summary statistics on the test results provided no sergeants are identified in the report.

3. Physical Fitness Standards: Shall be determined by the Chief of Police

- a. A sergeant will not be compensated for the time spent in taking the test.
- b. Failing the test or not meeting the weight requirements or body composition standards will not constitute a failure to meet a condition of employment.

# LEICESTER POLICE CONTRACT

- c. Participating sergeants who successfully pass the semi annual tests and meet the weight requirements or body composition standards as well as complying with sections 2 and 4 of this program, shall receive an annual bonus of \$1,000 for the first test effective 2007 and \$750 for a second test to be added effective July 1, 2009.” The Town and the Union agree that they will come up with mutually agreed upon language for the physical fitness test which shall not be part of the base wage for any purpose.
- d. Sergeants participating in the physical fitness test shall be covered by Section 111F of M.G.L. Chapter 41 (IOD statute) in connection with the taking of the test.

4. Sergeants shall not smoke on or off duty.

5. Notification and Certification. Effective July 1, 2000, sergeants who intend to participate in the annual physical fitness test will notify the Chief of Police no later than July 1 of that year that he/she intends to participate in the physical fitness test. The sergeant will also certify that he/she has not used tobacco products of any kind during the previous twelve (12) months. The notification to the Chief and certification of non-use of tobacco products will be submitted as contained in the attached form. See Appendix E.

6. Resumption of Tobacco Use

WITHDRAWN. RESERVED FOR FUTURE USE.

## ARTICLE XIX

### Wages

Section 1: The parties agree to a one year agreement effective July 1, 2011 with a 2% wage increase in each year of the contract.

Appendix A will be amended accordingly. (See attached).

Section 2: Shift Differential Effective July 1, 2007

### Shift Differential

- a. All Police Sergeants assigned to duty between the hours of 3:00 p.m. an 11:00 p.m. shall be paid an additional flat payment of \$10.00 for each assigned shift.

# LEICESTER POLICE CONTRACT

- b. All Police Sergeants assigned to duty between the hours of 11:00 p.m. and 7:00 a.m. shall be paid an additional flat payment of \$15.00 for each assigned shift.
- c. If a shift overlaps either of the above scheduled shifts, the sergeant shall receive a shift differential payment of \$10.00 for each assigned shift.
- d. The shift differential under this section shall not be used in the computation of base rate or overtime rate of pay.

## Section 3: Court Officer Sergeant stipend

- a. On an annual basis the town will pay any sergeant assigned to the court officer position a stipend of \$750.
- b. Detective Sergeant Stipend: On an annual basis the town will pay any sergeant assigned to a detective position a stipend of \$750.

Section 4: Effective July 1, 2007, any Field Training Officer/Sergeant who is assigned a trainee shall be compensated with one hour of compensatory time for every four hours of training. The accumulation of comp time shall not exceed the cap set forth in this contract.

## Section 5: Supervisor Differential

- a. Effective July 1, 2007, Sergeants will maintain a 17% salary differential from the patrolmen.
- b. Effective July 1, 2008, Sergeants will maintain a 18.5% salary differential from the patrolmen.

## Section 6: By-Weekly Payroll

The Union agrees to the Town's proposal to institute bi-weekly payroll.

## ARTICLE XX

### Overtime

Section 1: Overtime shall be defined as time worked by a member of the bargaining unit when he is retained on duty at the expiration of his scheduled shift or when he is called back to duty when he is not scheduled to work by the Chief or his designee.

# LEICESTER POLICE CONTRACT

Section 2: A member of the bargaining unit shall be paid for overtime worked, at the rate of one and one-half (1 1/2) times his base rate of pay, subject to the requirement that eight (8) hours per day or forty (40) hours per week be met before the one and one-half (1 1/2) rate is paid.

Section 3: When overtime work is available for members of the bargaining unit, the Chief or his designee shall assign overtime on the basis of a rotating roster which shall be established on a seniority basis, and which shall be posted on the Department bulletin board, provided, however, that the Chief shall not be subject to the rotating roster under the following circumstances:

- (a) When overtime is required by the Chief or his designee to complete work assigned during regular duty time and the same sergeant is available to continue handling the work after the end of his shift, such sergeant shall remain on duty and complete the work;
- (b) When overtime work requires a specialized skill such as breathalyzer operation; only a sergeant qualified in such specialized skill shall be eligible for overtime on a rotating basis;
- (c) When a supervisor is needed, only a sergeant shall be eligible to be assigned on a rotating basis;
- (d) When the starting time of an entire shift is advanced to begin prior to its regularly scheduled time, or an entire shift is held over, only sergeants assigned to that shift shall be eligible for the overtime, provided, however, that other members of the bargaining unit may also be assigned overtime according to the operating needs of the department as determined by the Chief or his designee; and
- (e) When the appropriate authority declares a state of emergency in Leicester.

Section 4: This Article shall be subject to these conditions:

- (a) It is the intent of this Article that each employee shall be afforded an equal number of opportunities to work overtime, subject to the exceptions listed in 3(a)-(d), with no obligation on the Town to equalize overtime hours worked among employees; and
- (b) There shall be no infringement on the Chief's right to determine when overtime is necessary or to require overtime service by sergeants of the Department.

Section 5: Any employee recalled to duty by the Chief or his designee shall be credited with not less than four (4) hours for such recalled duty. Recall pay is not intended to apply when an employee works extra hours that merge with his work shift. Specifically: Compensation under this Section is not available when an employee is called to report to duty before the start of his scheduled shift and he works until the shift commences. Compensation under this Section is not available when an employee is "held over" to work after the completion of his shift.

# LEICESTER POLICE CONTRACT

The Town agrees to increase detail work to an eight (8) hour minimum after four (4) hours work. Details worked on Saturdays, Sundays, or Holidays or between the hours of 11 PM and 7 AM shall be paid at one and one half times the extra duty rate. Town and district details shall be excluded from these provisions.

## Section 6: Rules and Regulations (re: Extra Duty Details)

- (a) The Town agrees to amend the Leicester Police Department Rules and Regulations regarding extra duty details to provide that if a sergeant actually works eight (8) hours on a particular detail, the sergeant shall receive time and one-half for all hours actually worked after eight (8) hours of the extra duty detail rate.
- (b) The Town agrees to further amend the Leicester Police Department Rules and Regulations to provide that if an eight (8) hour extra duty detail is split into two (2) four (4) hour segments, each four (4) hour segment shall be subject to the four-hour minimum requirement, and each four (4) hour segment shall be subject to two-hour cancellation notice.
- (c) Effective July 1, 2011 the paid detail rate will be \$45.00 per hour.
- (d) The Union agrees to the Town's proposal to the specific language pertaining to paid details. (See Appendix G)

Section 7: The Town agrees that full time police officers shall have the right of first refusal for any open shift that becomes available within 16 hours prior to the start of said shift. The Town and the Union agree that either party may opt out of this clause by notifying the other party to this agreement in writing prior to July 1, 2012.

## ARTICLE XXI Maternity/Adoption Leave

In accordance with Section 105D of Chapter 149 of the Massachusetts General Laws, the Town shall grant maternity or adoption leave to a member of the bargaining unit upon request in writing made to the Chief of Police.

The parties acknowledge the Family and Medical Leave Act and the Town's policy relative thereto. A copy of the Town's policy is attached hereto and incorporated herein by reference.

## ARTICLE XXII

# LEICESTER POLICE CONTRACT

## Substitutions

Members of the bargaining unit may agree to exchange shift assignments provided:

- (a) that notice is given to the Chief or his designee one (1) week prior to the proposed exchange, except in cases of emergency, and
- (b) that the exchange is approved by the Chief or his designee. In case of such emergency, notice one day prior to the proposed exchange shall be sufficient if approved by the Chief or his designee.

## ARTICLE XXIII

### Seniority

1. Definition. For contractual purposes only and not for Civil Service or benefit purposes, seniority for employees governed by this agreement shall be defined as the employee's time in grade as a sergeant. Civil Service shall govern the sergeants' place on a seniority list.

2. Outside Details. Seniority shall govern in the selection of outside details through the use of a rotating roster.

## ARTICLE XXIV

### New Job Classifications

In connection with the establishment of any new-job classification within the bargaining unit under Chapter 31 of the Massachusetts General Laws, the Town will bargain with the Union over the wage rate for that job classification.

## ARTICLE XXV

### Training for Specialized Duties

In the event that the Chief of Police assigns specialized duties to a sergeant, the sergeant shall attend training in such skills as may be required for the specialized duties at the next such training program available in Central Massachusetts<sup>1</sup>, subject to the operating needs of the Department and availability of funds, unless the sergeant has previously been trained in such skills. This Article shall be subject to Article XII, Education and Training.

## ARTICLE XXVI

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<sup>1</sup> For purposes of this Article, the term "Central Massachusetts" shall be defined to include the Town of Framingham, Massachusetts.



# LEICESTER POLICE CONTRACT

## Dues Deduction

Section 1. The Town shall, for the duration of this Agreement, deduct regular periodic Union dues each month from the first paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction.

The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from an employee's pay.

The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union; who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

Section 2. The voluntary authorization for the deduction specified herein shall be as follows:

Police Department

\_\_\_\_\_  
Date

To: Town Treasurer

## PAYROLL DEDUCTION AUTHORIZATION - DUES

I hereby authorize and direct the Town Treasurer or the head of the Police Department to deduct any monthly membership dues charged against me by the Massachusetts Coalition of Police, AFL-CIO, Local 168, from any earnings accumulated to my credit, such deduction to be made upon formal demand and presentation of the current monthly amount of such dues to the Town Treasurer by the Treasurer of the-Union. Further, I agree that the said Town of Leicester, its sergeants and agents, shall be saved harmless for such deductions made under these circumstances as provided by General Laws, Chapter 180, Section 17A.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the Town Treasurer or head of the Police Department, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Union Treasurer.

\_\_\_\_\_  
Signature.

ARTICLE XXVII  
Agency Service Fee

# LEICESTER POLICE CONTRACT

Section 1. Effective the ninetieth day following the beginning of employment, each member of the bargaining unit who is not a member of the Union in good standing shall be required, as a condition of employment, to pay a monthly agency service fee during the life of this Agreement to the Union in an amount equal to the cost of contract negotiations and administration, including grievances and arbitrations.

Section 2. The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an Employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17G.

Section 3. Any authorization for deduction shall be on the following form:

From: Police Department

\_\_\_\_\_  
Date

To: Town Treasurer

## PAYROLL DEDUCTION AUTHORIZATION - AGENCY SERVICE FEE

I hereby authorize and direct the Town Treasurer or the head of the Police Department to deduct the agency service fee charged against me by the Massachusetts Coalition of Police, AFL-CIO, Local 168, from any earnings accumulated to my credit, such deduction to be made upon formal demand and presentation of the current monthly amount of such fee to the Town Treasurer by the Treasurer of the Union. I agree that the Town of Leicester, its sergeants and agents, shall be saved harmless for such deductions made under these circumstances as provided by General Laws, Chapter 180, Section 17G.

Section 4. This Article shall not apply to any Employee who has authorized the Town Treasurer to deduct Union dues under Article XXVI of this Agreement.

Section 5. No action by the Town shall be considered against any member of the bargaining unit for failure to meet his agency service fee obligation unless and until the Union certifies in writing to the Town that said member of the bargaining unit has not met the obligation imposed by this Article.

Section 6. It is understood by the Town and the Union that deduction of the agency service fee shall be made by the Town through its Treasurer only during the existence of an executed agreement between the Town and the Union.

Section 7. The Town and the Union agree to share equally the cost of a proceeding to terminate employment as a result of this Article.

# LEICESTER POLICE CONTRACT

## ARTICLE XXVIII

### Responsibilities of Sergeants

The parties acknowledge that sergeants are responsible for technical and supervisory law enforcement work protecting life and property through enforcement of laws and by-laws. Work involves responsibility for supervising the performance of police duties by police sergeants in an assigned area, or for performing specialized and technical staff work of comparable difficulty and responsibility. Work is performed under general supervision in accordance with standard police practices, departmental Rules and Regulations, and orders, and frequently involves the performance of hazardous tasks and the exercise of initiative and judgment in making decisions in emergency situations which might endanger life and property. Supervision is exercised over other assigned police officers.

This Article is not intended to, nor shall it, constitute a complete job description for sergeants, but instead provides an illustration of the responsibilities of such position.

## ARTICLE XXIX

### Injury on Duty (IOD)

Section 1. A sergeant who is injured on duty may, if physically able, be required by the Chief to perform light duty. Light duty shall consist of administrative assignments by the Chief not requiring the exercise of police powers and shall be carried out on weekdays on the day shift. Light duty may be required only if the sergeant's physician or a physician appointed by the Town certifies that the sergeant is fit to perform such light duty. If there is disagreement between the physician for the sergeant and the physician for the Town as to the sergeant's ability to perform light duty, those two physicians shall appoint a third physician whose only function shall be to determine the sergeant's ability to perform light duty. Such determination shall be binding on all the parties. The Chief may not assign a sergeant on IOD to so-called "make work."

Section 2. A sergeant on IOD leave on July 1 of any year shall not be entitled to receive a clothing allowance on July 1. If the sergeant returns to regular duty prior to the following June 30, or if he or she performs light duty while on IOD, he or she shall receive a clothing allowance in the amount he or she would have received if not on IOD as of the previous July 1.

A sergeant on injury on duty leave over one (1) year will not be eligible to earn sick leave or vacation leave credits during such leave.

Section 3. Except as provided above, there shall not be any limitation or abridgement of the provisions of Chapter 41, Section 111F of the General Laws, which shall stand apart and not be incorporated into this Agreement.

## ARTICLE XXX

### Personal Property Damage

# LEICESTER POLICE CONTRACT

Section 1. The Town shall reimburse a sergeant for damage occurring to his or her equipment in the course of performance of duties for the Town.

Section 2. In order for the sergeant to be eligible for reimbursement, the following conditions must be met:

- a. The sergeant must show ownership of the article that was damaged, or if no evidence of ownership exists, the sergeant may submit a statement of ownership signed under the pains and penalties of perjury.
- b. The use of the article must have been approved by the Chief.
- c. The damage must occur to the personal property of the sergeant while actually engaged in the performance of work for the Town and as a result of performance of said work. Damage occurring during lunch breaks, coffee breaks, or at any other time when the employee is not actually engaged in the performance of work, even if the sergeant is otherwise "on the job" for pay purposes, is not reimbursable.
- d. The damage must occur without negligence or deliberate misconduct on the part of the sergeant.
- e. Upon approval of reimbursement for an item to be replaced, the damaged item must be turned over to the Chief and shall become the property of the Town.
- f. For purposes of this Article, sergeants on outside paid details shall be considered actually engaged in the performance of work for the Town.

Section 3. The amount of reimbursement shall be limited to the reasonable cost of repair or, if necessary, replacement of the damaged property with a model of like or equivalent make, provided that the cost of such replacement is reasonable.

Section 4. If the sergeant receives an insurance payment or restitution for the damaged property, he shall reimburse the Town to the extent of the Town's expenditure or the insurance payment or restitution amount, whichever is less.

## ARTICLE XXXI Duration of Agreement

Section 1. This Agreement shall govern the rights of the parties from the date of July 1, 2010 until and including June 30, 2011 (the "expiration date").

Section 2. In the event either party wishes to negotiate a new contract to begin after the expiration date, notice is to be given by the party desiring to negotiate to the other party by certified mail or in hand on or before January 1 preceding the expiration date of the intention to renegotiate.

# LEICESTER POLICE CONTRACT

In the event such notice is given, negotiations shall begin not later than January 31 preceding the expiration date.

## ARTICLE XXXII

### No Smoking

All sergeants appointed before January 1, 1988 shall not smoke in police vehicles or the police station, or while actually on duty, as a condition of employment. All sergeants appointed after January 1, 1988 shall not smoke on or off duty at any time or place, as a condition of employment.

## ARTICLE XXXIII

### License Requirements

All sergeants shall possess a valid and current Massachusetts driver's license, as a condition of employment.

## ARTICLE XXXIV

### Seat Belt Requirement

All sergeants shall comply with the Department Rules and Regulations regarding the use of seat belts.

## ARTICLE XXXV

### Weekend On-Call Sergeant

Section 1. A sergeant who is specifically assigned by the Chief to be on call on the weekend for those occasions when the Chief is unavailable for police services will receive a stipend according to the following schedule:

Two day weekend    \$250.00

Three day weekend    \$300.00

The Union agrees that effective June 30, 2011 the on call Sergeant shall be on call for the entire week. Should the number of Sergeant's be reduced to below the number of four, the option of having a Sergeants on call shall revert from being mandatory to falling under the sole discretion and authority of the Chief of Police or his designee.

Section 2. This provision shall not apply if a sergeant is receiving Acting Chief pay

# LEICESTER POLICE CONTRACT

during the weekend.

Section 3. The Chief may establish on-call guidelines for the on-call sergeant.

## ARTICLE XXXVI

### Bullet Proof Vests

Section 1: All new employees, hired after July 1, 2005, shall be required to wear bullet-proof vests as a condition of employment, except on road details.

Section 2: Bullet Proof Vests – The Town and the Union agree to the Bullet Proof Vest Policy which shall apply to any vest purchased after June 1, 2011 that is purchased with DOJ funds.

## ARTICLE XXXVII

### Longevity

Longevity Pay – On an annual basis the town will pay \$125.00 for every five years of service.

## Article XXXIX

### Compensatory Time

No employee will be allowed to carry more than eighty (80) hours of compensatory time at any given time. Compensatory time shall be accumulated to a maximum of eighty (80) hours.

- a. “Compensatory time off shall be granted only when it does not require overtime to fill the particular shift. However, if a day off has already been granted and then requires overtime to fill, the day off granted shall not be rescinded due to the need for overtime.”
- b. “It is agreed that from April 1<sup>st</sup> through June 30<sup>th</sup> compensatory time may only be used if the sergeant has fewer accumulated and uncommitted vacation days remaining than the number of months remaining in the fiscal year. If a sergeant has five accumulated and uncommitted vacation days left in April he may not use compensatory time, he must use vacation time for a day off.”

## Article XXXX

### Lateral Transfers

Should the department take lateral transfer officers at any time in the future, any officer who lateral transfers into the department shall have his/her seniority date for the purpose of “department seniority” be the officer’s first day of work. The lateral transfer’s civil service seniority will be determined by civil service laws, rules, and/or regulations.

## Article XXXXI

# LEICESTER POLICE CONTRACT

## Future Lieutenant Position

If the Town determines in the future that a Lieutenant be appointed, the position shall be filled from within the ranks of the Leicester Police Department.

## Article XXXXII Personnel Evaluations

The sergeants agree to conduct personnel evaluations of the patrol officers in a format determined to be in compliance with the requirements of Chapter 31, the Department of Human Resources, or Civil Service requirements.

## Article XXXXIII Dispatcher Meal Break Coverage

The sergeants agree to cover in dispatch for ½ hour while a dispatcher is on meal break, provided that time allows and there is adequate patrol shift coverage.

This contract has been duly executed by the authorized representatives of the Town of Leicester and the Massachusetts Coalition of Police, Local 168 (Supervisors).

# LEICESTER POLICE CONTRACT

MASSACHUSETTS COALITION  
OF POLICE, LOCAL 168 (Supervisors)

LEICESTER BOARD OF SELECTMEN

\_\_\_\_\_  
Paul Doray, President

\_\_\_\_\_  
Richard Antanavica - Chairman

\_\_\_\_\_  
Douglas Belanger – Vice Chair

\_\_\_\_\_  
Sandra M. Wilson – 2<sup>nd</sup> Vice Chair

\_\_\_\_\_  
Thomas Buckley III - Member

\_\_\_\_\_  
Dianna Provencher – Member

DATE\_\_\_\_\_

DATE\_\_\_\_\_

## APPENDIX A



# LEICESTER POLICE CONTRACT

## WAGES

Acting Chief when assigned: \$40.00 per day

### Police Sergeant Pay:

From the effective date of this contract, July 1, 2007, until and including June 30, 2010, the wage rates shall be as follows:

#### **FY08 - Effective July 1, 2007 (3%)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	45,947.20	51,126.40	52,374.40	53,684.80	56,076.80	58,344.00	59,508.80
Weekly	883.60	983.20	1,007.20	1,032.40	1,078.40	1,122.00	1,144.40
Hourly	22.09	24.58	25.18	25.81	26.96	28.05	28.61

#### **FY09 - Effective July 1, 2008 (4.5%)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	48,006.40	53,435.20	54,724.80	56,097.60	58,593.60	60,964.80	62,192.00
Weekly	923.20	1,027.60	1,052.40	1,078.80	1,126.80	1,172.40	1,196.00
Hourly	23.08	25.69	26.31	26.97	28.17	29.31	29.90

#### **FY10 - Effective July 1, 2009 (4.5%)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	50,169.60	55,848.00	57,179.20	58,614.40	61,235.20	63,710.40	65,000.00
Weekly	964.80	1,074.00	1,099.60	1,127.20	1,177.60	1,225.20	1,250.00
Hourly	24.12	26.85	27.49	28.18	29.44	30.63	31.25

Commencing first full pay week after attaining anniversary date.  
Based on 40 hour work Week.

## APPENDIX B

# LEICESTER POLICE CONTRACT

## Health Care Proposal

Section 9. The Union agrees to accept the Town's proposal on health insurance benefits effective July 1, 2009.

	<b>BC/BS</b> HMO Blue	<b>BC/BS</b> Blue Care Elect Preferred (In Network)
Office Visit	\$20.00	\$20.00
Emergency Room	\$75.00	\$75.00
In-Patient Hospital Deduct.	\$250.00	\$250.00
Out-of-pocket Hosp (max)	\$1,000 Ind \$2,000 Fam	
Prescriptions (30 day supply)	10/25/45	10/25/45
Mail Order (90 day supply)	20/50/90	20/50/90
Flexible Spending Plan	\$2,400 yr max Qualified Medical & Dental \$5,000 yr max Dependent Day Care	
Fitness Benefit of \$150 per year		
Weight –loss Program of \$150 per year		

# **LEICESTER POLICE CONTRACT**

## **APPENDIX C**

### **ADDITIONAL SERGEANTS**

If the Town determines that an additional sergeant is to be appointed, such sergeant shall be selected from the ranks of existing full-time patrol officers in the Police Department, but such selection shall not require the addition of another officer to the Department's complement.

# LEICESTER POLICE CONTRACT

## APPENDIX D

### TOWN OF LEICESTER POLICE DEPARTMENT CERTIFICATE OF PHYSICIAN

This certificate must be completed by a physician. The information is necessary for the Department's records, and is requested in accordance with the collective bargaining agreement between the Town of Leicester and Local 168, Massachusetts Coalition of Police.

1. Name of sick or injured police officer/patient:\_\_\_\_\_
2. Name of physician preparing certificate form:\_\_\_\_\_
3. Address of physician:\_\_\_\_\_  
\_\_\_\_\_
4. Telephone number of physician:\_\_\_\_\_
5. Is this officer physically fit to return to duty at this time?\_\_\_\_\_
6. If the answer to Question 5 is in the negative, and if you are able to do so, please give the date on which the officer will be in good health and able to return to his or her duties:  
\_\_\_\_\_  
\_\_\_\_\_

SEE NEXT PAGE FOR CONFIDENTIAL CERTIFICATE OF PHYSICIAN

# LEICESTER POLICE CONTRACT

## APPENDIX E

### TOWN OF LEICESTER POLICE DEPARTMENT

#### NOTIFICATION OF PARTICIPATION IN PHYSICAL FITNESS TEST & CERTIFICATION OF NON-USE OF TOBACCO PRODUCTS

I, \_\_\_\_\_, hereby notify the Chief of Police of the Town of  
(Print Name)  
Leicester that I intend to participate in the annual physical fitness test for fiscal year 20\_\_\_\_.

I also hereby certify that I have not used any tobacco products during the previous twelve  
(12) Months.

\_\_\_\_\_  
Employee Signature

Date: \_\_\_\_\_

# LEICESTER POLICE CONTRACT

## APPENDIX F

### Small Necessities Leave Act

#### MASSACHUSETTS GENERAL LAW (M.G.L) CHAPTER 149, SECTION 52D

The Small Necessities Leave Act permits eligible employees to take up to a total of 24 hours of leave within a 12-month period to attend a child's school activity or accompany a child or elderly relative to a doctor's appointment. The legislated effective date of this act is August 4, 1998.

The Small Necessities Leave Act permits an employee leave for the following purposes:

- To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as a parent-teacher conference or interviewing for a new school;
- To accompany a son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services relating to the elder's care, such as interviewing at nursing or group homes.

The 24 hours of leave available under this benefit are in addition to the 12 weeks of leave provided for under the federal Family and Medical Leave Act. The 24 hours may be taken within the 12-month calendar year period and the time may be taken on an intermittent (i.e. 2 hours to attend a parent-teacher conference) or reduced-time schedule.

Attending parent-teacher conferences, interviewing for a new school, routine check-ups or vaccinations, or interviewing at nursing or group homes qualify as acceptable purposes.

An employee is required to provide his/her department with seven (7) days' notice of the need for the leave if the leave is foreseeable. If the necessity for the leave is not foreseeable, the employee is required to provide notice of the leave as soon as practicable.

The law provides for an unpaid leave of absence. An employee may elect to use any available accrued vacation, personal or sick leave benefits provided the use of such time is in accordance with the employee's appropriate collective bargaining agreement. Also, An employer may require the employee to substitute any of the employee's paid vacation leave, personal leave or sick leave for the leave provided for by the Small Necessities Leave Act. In other words, the employer may require that the employee first utilize vacation leave, personal leave or sick leave before taking the unpaid Small Necessities Leave.

# LEICESTER POLICE CONTRACT

A department may require that written certification or documentation support a request for leave under this act.

## DEFINITIONS

Son or daughter ... any child under 18 who is the biological child of the employee, who is adopted by the employee, or whom the employee supervises on a day to day basis and for whom the employee is financially responsible. A "son or daughter" is also a child over 18 who is incapable of self-care because of a mental or physical disability.

Elderly relative ... an individual of at least 60 years of age who is related by blood or marriage to the employee, including a parent.

School ... a public or private elementary or secondary school, a Head Start program, or a children's day care facility.

Federal Act ... the Family and Medical Leave Act (FMLA) of 1993. Unless this section provides otherwise, the terms of FMLA shall apply to leave under this section.

Eligible employee ... an employee must have been employed for 12 months at the time the leave is to begin. Also an employee must have worked for at least 1,250 hours during the 12-month period prior to the beginning of the leave.

# LEICESTER POLICE CONTRACT

## Appendix G – Police Details

Under state law, the determination of the level of services, as well as the assignment of public safety employees are non-delegable exclusive managerial prerogatives of the Town of Leicester (the "Town"). The Massachusetts Coalition of Police, Local 168A (the "Union") acknowledges that the Chief of Police possesses the sole discretion to determine the appropriate level of police service as well as the qualification of persons to perform traffic duties in the Town to ensure public safety. Therefore, notwithstanding and regulation to the contrary, the Chief of Police has the sole discretion to require or not 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 a street opening or any work to be done on a public way or at a public function in Town.

The Union also acknowledges that the Chief of Police has the sole discretion to determine the number and rank of officers assigned in any such instance necessary to maintain public safety or other legitimate interest of the community or Department. The Union further acknowledges that any assignment of an extra duty detail by the Chief of Police shall be final and not subject to any grievance or arbitration procedure.



COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE TOWN OF LEICESTER  
AND  
THE MASSACHUSETTS COALITION OF POLICE  
LOCAL 168  
(Patrol Officers Unit)

**2011 – 2012 Draft**  
(final 2.12.14)



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## PREAMBLE

*The Union and the Town share the goal of providing the citizens of Leicester with the best police service possible. To that end, the Union and the Board of Selectmen pledge to work cooperatively to improve the efficiency of the Department, working conditions and communications between the parties.*

The parties to this Agreement are the Massachusetts Coalition of Police, Local 168, hereinafter referred to as the Union and the Inhabitants of the Town of Leicester, hereinafter referred to as the Town. Whereas, in accordance with the collective bargaining proceedings conducted by the Union and the Town, certain agreements have been reached by the parties and in consideration of their mutual promises, set forth herein, the terms of their contract shall be as follows:

## ARTICLE I Recognition

The Town recognizes the Union as the exclusive bargaining agent for full-time police officers of the Leicester Police Department, for the purpose of collective bargaining relative to wages, hours and other conditions of employment, subject to all existing statutes relating to police and police departments. The bargaining unit shall not include intermittent police officers, sergeants, the Police Chief, dispatchers and any other civilian employees of the Department.

## ARTICLE IA Non-Discrimination

The Town and the Union agree not to discriminate against Employees covered by this Agreement because of membership or non-membership in the Union. The Town and the Union further agree not to discriminate against employees covered by this Agreement on the basis of race, color, national origin, religion, age, as defined by law, sex, sexual preference, or handicap.

## ARTICLE II Management Rights

Section 1. The Town shall not be limited in any way in the exercise of the functions of Municipal Management or government, and the Town shall have retained and reserved unto itself all the powers, authority and prerogatives of Municipal Management or government including, but not limited to, the following:

- (a) the operation and direction of the affairs of the department in all of their various aspects;
- (b) the determination of the level of services to be provided;
- (c) the direction, control, supervision and evaluation of the officers;
- (d) the determination of Employee classifications;
- (e) the determination and interpretation of job descriptions;
- (f) the planning, determination, direction and control of all the operations and services of the Department (and its units and programs);
- (g) the increase, diminishment, change or discontinuation of operations in whole or in part;
- (h) the institution of technological changes or the revising of processes, systems or equipment;
- (i) the subcontracting of work;
- (j) the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- (k) the determination of the location, organization, number and training of officers of the Department, or its units or programs;
- (l) the assignment of officers to duties and work assignments, including changes in duties and work assignments;
- (m) the scheduling and enforcement of working hours;
- (n) the assignment of overtime;
- (o) the determination of whether Employees (if any) in a classification are to be called in for work at times other than their regularly scheduled hours and the determination of the classification to be so called;
- (p) the determination of whether goods should be made, leased, contracted or purchased on either a temporary or a permanent basis;
- (q) the hiring, appointment, promotion, reprimand, demotion, suspension, discipline or discharge of officers;

- (r) the layoff or relief of officers due to lack of funds or of work, or the incapacity to perform duties or for any other reason;
- (s) the making, implementation, amendment, and enforcement of rules and regulations and operating and administrative procedures as the Town deems necessary;
- (t) the reorganization of the department in whole or part;
- (u) the appropriation of funds;
- (v) the granting and scheduling of leaves;
- (w) the creation, assignment and change of shifts, including the establishment, determination and change, from time to time, of shift times and shift assignments, and the determination of the number of shifts and changing of the number of shifts;
- (x) the right to require that police officers respond to recall;
- (y) the determination as to whether a uniform will be worn, with the style and type of the uniform to be the decision of the Chief of Police;

except to the extent expressly abridged by a specific provision of this Agreement or law.

Section 2. Nothing in this Article shall be interpreted or deemed to limit or deny any rights of management provided the Town by law.

Section 3. Notwithstanding any provision in this Agreement to the contrary, during an emergency the Town shall have the right to take any action necessary to meet the emergency.

### ARTICLE III Amendment, Waiver and Stability of Agreement

Section 1. No agreement, understanding, alteration, or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

Section 2. The failure of the Town or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

Section 3. If any Article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.

Section 4. The Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

#### ARTICLE IV Court Time

Any member of the bargaining unit required and authorized by the Chief or his designee to attend Juvenile Court, criminal court, including grand jury sessions, civil proceedings, or a hearing at the Registry of Motor Vehicles, in connection with the performance of his duties as a police officer for the Town, which attendance is at a time when he is not on duty, shall be paid a minimum of three (3) hours at time and one-half his base hourly rate of pay. The police officer shall be paid for mileage incurred by him pursuant to this Article in a vehicle not provided by the Town at the same rate as would be paid to Town officials as of the date of the court attendance.

The Chief or his designee will attempt to schedule court time on an officer's duty days.

#### ARTICLE V Vacations

Section 1: The following annual vacations, with pay, will be granted to full time members of the bargaining unit:

Length of Time on Force	Vacation Leave
New hire to one year of continuous service.	5 duty days
More than one, but not more than five years of continuous service	10 duty days
More than five, but not more than ten years of continuous service	15 duty days
More than ten, but not more than twenty years of continuous service	20 duty days
More than twenty years of continuous service	21 duty days
More than twenty-one years of continuous service	



	22 duty days
More than twenty-two years of continuous service	23 duty days
More than twenty-four years of continuous service	24 duty days
More than twenty-five years of continuous service	25 duty days

Prior to May 1 of each year, the Chief shall post a calendar for the following fiscal year, showing the period in which vacation leave may be granted for the fiscal year. Not later than May 15, the members of the bargaining unit shall bid on dates for vacation leave. The Chief shall assign vacation leave by seniority subject to the operating needs of the Department, provided that:

(a) not more than two members of the bargaining unit shall be on vacation leave at the same time, but if the number of officers in the bargaining unit falls below nine (9), then only one member of the bargaining unit shall be on vacation leave at a time;

(b) not more than two members of the bargaining unit on the same shift qualified in the same special duty skill, for example, fingerprinting, shall be on vacation leave at the same time; and

(c) not more than one member of the bargaining unit assigned to the same shift shall be on vacation leave at the same time, provided that, in accordance with past practice, two members of the bargaining unit on the same shift may be on vacation at the same time if temporary shift schedule changes can be arranged as necessary to provide coverage, if part-time police officers can be scheduled to work, and if no costs for overtime pay are incurred by the Town.

Section 2.     *Reserve for future use.*

Section 3.     *Reserve for future use.*

## ARTICLE VI

### Clothing Allowance

Section 1.     The Town shall pay a clothing allowance to each officer in the amount of \$1425.00 effective July 1, 2010.

Section 2. An officer newly appointed to the Leicester Police Department shall be paid a clothing allowance prorated in proportion to his or her number of days of service as a full-time police officer during the contract year.

Section 3. The full amount described above shall be paid during the first full pay week in July of each year for the life of this Agreement to all officers qualifying under this Agreement for such amount. An officer does not qualify, however, for such amount if he or she is on any type of leave, except vacation leave, provided, however, that if an officer on leave returns to work, the officer shall receive a prorated share of the clothing allowance, based upon the remaining portion of the work year; and provided further, any officer promoted from intermittent police officer shall have his clothing allowance offset by any clothing allowance received as an intermittent officer during the same fiscal year.

Section 4. It is understood by the Union that, for purposes of the Internal Revenue Service, money paid to employees by the Town for the cleaning and maintenance of uniforms may be subject to appropriate withholdings.

The Chief may verify the expenditure of money by a police officer for uniforms.

Section 5. Prior to the Chief of Police instituting a change in style or type of uniform, the Town and the Union agree to bargain over the cost of any such change(s).

## ARTICLE VII Holiday / Sick Leave

\* Section 1: Effective July 1, 2008, Employees who do not use sick leave shall be granted twelve (12) hours of personal time for each calendar month that the employee does not use sick time. Such personal time shall be cumulative to seventeen (17) days. An employee may sell back any or all of their accumulated personal time prior to June 1. The union and the town agree that an individual officer shall not continue to accrue personal time if an individual officer is receiving C. 41, S. 111F benefits. The town and the union agree that within the last two months of the 2007-2010 contract periods, either side will retain the option to return the original Holiday language to the contract and discontinue the sick leave / personal day option. \*

Section 2. Any employee required to work on Thanksgiving Day, Christmas Day or New Year's Day shall receive, in addition to the regular holiday pay, an amount equal to one and one half times (1½) his regular rate of pay for all hours worked.

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## ARTICLE VIII Bereavement Leave and Personal Leave

Section 1. In the event of a death in the family of an employee, the employee will be entitled as provided below up to five (5) workdays off for mourning and for attendance at the funeral of the family member. Such leave as provided below shall not be unreasonably withheld.

Section 2. Paid bereavement leave shall be payable as follows:

- (a) In the event of death of the employee's spouse, child, mother, father or sibling, or any person living under the same roof as part of the family of such officer, the employee will receive up to five (5) workdays.
- (b) In the event of death of the employee's or the employee's spouse's grandparent, the employee's grandchild, or mother-in-law, father-in-law, son-in-law or daughter-in-law, the employee will receive up to three (3) workdays.
- (c) In the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle or first cousin the employee will receive up to one (1) workday.

Section 3. Three (3) personal days per year shall be granted to each Employee. Personal days shall not be cumulative from year to year.

Section 4. Requests for personal days shall be made in writing to the Chief at least 48 hours prior to the requested days. Requests for personal days shall be granted subject to the operational needs of the Department.

Section 5. Effective July 1, 2007, all unused personal time will be bought back by the town upon an officer's retirement.

Section 6. Effective July 1, 2011 the town agrees that each year an officer shall have two (2) non restricted personal days per year (i.e. not subject to 2 officers off per shift off).

## ARTICLE IX Work Schedule

The Chief or his designee shall establish the work schedules for the Department, subject to the following provisions:

Section 1. Regular work schedules for members of the bargaining unit shall be based on a system of five consecutive days of work and two (2) consecutive days off in a seven (7) day period, provided, however, that effective July 1, 1998, regular work schedules for members of the bargaining unit shall be based on a system of four consecutive days of work and two (2) consecutive days off in a seven day period.

The 4 and 2 schedule shall apply only to those patrol officers who primarily perform field work. Patrol officers assigned to administrative duties shall remain on a 5 and 2 schedule. Notwithstanding the implementation of the 4 and 2 schedule, officers who are assigned to court and investigative duties and who would otherwise qualify for the 4 and 2 schedule, may be scheduled by the Chief to such shifts as the Chief deems appropriate, provided, however, they shall receive, in the aggregate, 121 days off per year.

Section 2. For purposes of this Article, regular work shifts shall be eight (8) consecutive hours each.

Section 3. Starting and ending times for each regular work shift shall be determined by the Chief or his designee semi-annually as provided herein, but may be amended by the Chief or his designee during the year due to operating necessity of the Department.

Section 4. Semi-annually, the Chief shall post a shift selection list on the Department bulletin board, listing all regular work shifts to be in effect subsequent to the initial shift selection process, as described in this Article. Members of the bargaining unit may bid on shift assignments by seniority and shall be assigned by seniority except that the Chief or his designee shall have discretion to override seniority and schedule members of the bargaining unit with specialized skills, such as breathalyzer operation or fingerprinting, to any shift according to the operating needs of the Department.

Section 5. The members of the bargaining unit shall have fifteen (15) days following the posting of the shift selection list to bid on shift assignments and to notify the Chief or his designee in writing of their selections.

Section 6. The new shift assignments shall become effective on the first day of the month following notice by the members of the bargaining unit of their selections.

Section 7. Subject to emergencies and other exceptions as described in this Article, shift assignments shall remain in effect for a six-month period beginning on July 1<sup>st</sup> and January 1<sup>st</sup> in each fiscal year.

Section 8. Not earlier than thirty (30) days after a new shift becomes effective, the Chief or his designee may reassign members of the bargaining unit to other shifts if the operating needs of the Department so require. The Chief or his designee shall give written notice to the Board of Selectmen and to the Union prior to any such reassignment, stating the reasons for the reassignment. If the Union objects to the reassignment, the Chief shall meet with the Union to explain the reasons. Such reassignment, however, shall not be subject to grievance or arbitration unless arbitrary or capricious.

Section: 9 The union agrees that there may be a maximum of two officers off on the same shift on vacation, holiday, time owed, or personal days.

Section 10. *Reserved for future use.*

Section 11. Notwithstanding any provision of this Article, the Chief or his designee shall have discretion to change shift times temporarily or create temporary shifts at any time if the operating needs of the Department so require, and assign members of the bargaining unit to such temporary shifts.

Section 12. Nothing contained in this Article shall limit the authority of the Chief or his designee to alter regularly scheduled work shifts or to reassign individual members of the bargaining unit or a group of such members during a declared emergency and for the duration of such emergency.

Section 13. A determination as to the existence of an emergency shall not be subject to grievance or arbitration.

Section 14. All police officers whatever their appointment date, shall be required to perform defibrillator duties as may be assigned by the Chief of Police or his designee

#### ARTICLE X Insurance

*Union: \$ #5.  
From 11-12-11*

Section 1. The Town shall provide health insurance, and the Town shall pay seventy-five percent (75%) of the premium and the employee shall pay twenty-five percent (25%) of the premium on a weekly basis.

Section 2. The Town shall provide either a Blue Cross/Blue Shield Master Health Plus Plan or another health insurance carrier's plan with equal benefits. The issue of "equal benefits" shall be subject to grievance arbitration.

Section 3. The Town shall provide a life insurance policy of \$6,000 for all employees covered by the Agreement, and shall make payments in accordance with past procedures.

Section 4. The Town shall also maintain false arrest (Indemnification) insurance with \$100,000/\$300,000 limits.

Section 5. The Town may reopen this Article for negotiations with the Union, after 30 days notice to the Union. Such re-opener shall not affect or reopen any other provision of this Agreement.

Section 6. Employees shall pay twenty-five (25%) percent of the premium of an employee's Health Maintenance Organization (HMO) plan and the Town shall pay seventy-five percent (75%). This provision will not be effective until the Town

implements a premium conversion Cafeteria Plan for payment of employees' medical insurance and HMO plans.

Section 7. In order to shelter an employee's contribution to medical insurance or an HMO plan from income tax, the Town agrees, to the extent permitted by law, to implement a "Cafeteria Plan" (i.e. "premium conversion plan") for health insurance for employees.

Section 8. Employees will be eligible to participate in the Highway Trust for retirees' health insurance contribution based on the following conditions:

(a) The Town agrees to allow establish a Health Fund Agreement and Trust under Section 15 of Chapter 32B for the benefit of employees who were full-time employees of the Police Department and retired after November 1, 1994 from the service of the Town. The Trust may also include non-bargaining unit members who were full-time employees retiring after November 1, 1994 from service of the Town.

(b) In order to be eligible for benefits under the Trust, a retired employee must be eligible to participate in the Town's health insurance program, and is located in an area where it is unavailable to him or her and is, therefore, not covered by such program, and must be actually retired under Chapter 32 of the Massachusetts General Laws.

(c) The Town's maximum financial contribution and liability under such Trust and this Agreement shall not exceed \$112.50 per month per employee eligible for benefits under this Trust.

(d) The Trustees shall have the right to establish rules and regulations relative to the Trust Fund, consistent with this Article.

Section 9. The Union agrees to accept the Town's proposal on health insurance effective July 1, 2005 as set forth in Appendix B of this agreement.

## ARTICLE XI

### Sick Leave

Section 1. Sick leave shall be earned by officers at the rate of one and one-quarter (1¼) days per month. Sick leave may be accumulated on an earned basis, to a total of one hundred and fifty (150) days.

Section 2. If an officer is out for an illness or injury for more than three (3) consecutive days, he or she must submit a certificate to the Chief of Police, from the attending physician, that this illness or injury rendered such officer unable to fill his or

her duty shift. Such certificate shall be submitted on the form attached to this Agreement as Appendix D.

If said officer is out for an injury or illness for more than three (3) consecutive days, he or she must submit a certificate to the Chief of Police from the attending physician, that he or she is once again in good health and able to return to his or her duty schedule. Such certificate shall be submitted on the form attached to this Agreement as Appendix D.

Section 3. If an officer is out for an illness or injury for one or two days, and he or she has been on sick leave for four or more absences during the fiscal year, the Chief of Police may require the officer to submit a certificate from the attending physician stating that this illness or injury for one or two days rendered such officer unable to fill his or her duty shift, provided, however, that the Chief of Police has beforehand advised such officer that future sick leave may be subject to a physician's certificate for a one or two day absence. Such certificate shall be submitted on the form attached to this Agreement as Appendix D.

Section 4. A permanent Employee who suffers from a long-term illness and who (a) has exhausted all sick, vacation, and personal leaves to which he or she is entitled, and (b) presents a statement from a medical doctor as to the existence and nature of the long-term illness, may apply to the Board of Selectmen for, and shall be granted, an advance on future paid sick leave in the amount of one half the number of days of sick leave which he or she had accumulated prior to the start of the long-term illness. If the illness continues beyond the duration of the sick leave advance, the Employee may petition the Board of Selectmen for additional, unpaid sick leave. The Board of Selectmen shall have discretion to grant or deny such additional unpaid sick leave in accordance with law. The provisions of this section shall not apply to any officer who is injured on duty.

Section 5. The Town will allow an employee to use up to five (5) days of sick leave per calendar year for the purpose of caring for a spouse, child, or parent of either the employee or the employee's spouse, who is seriously ill or injured.

A seriously ill or injured person is defined as any person under the care of a doctor who has been confined to a home or hospital with a serious medical condition.

Section 6. Effective July 1, 2010, upon retirement, an employee shall be entitled to receive payment for the amount of the employee's accrued sick leave credits in his/her sick leave account of up to forty-five (50) days. Any sick leave credits in the employee's account in excess of forty-five (50) days will be forfeited.

Section 7. The Town agrees to the establishment of a Sick Leave Bank (the "Bank"). Members eligible and willing to participate shall contribute two (2) days of accumulated sick leave per year. Members shall be eligible to participate in said "Bank" if they have at least (2)

two years of continuous employment with the Town and (20) twenty days of accumulated sick leave at the time of their initial contribution. Only members who have contributed to the Sick Leave Bank shall be eligible to receive sick leave time from the "Bank". Individuals who wish to participate in the Sick Leave Bank must give notice of such intent to the Chief of Police (30) thirty days advance notice thereafter.

The Bank shall be administered by a three member "Sick Leave Bank Committee" comprised of (1) one representative appointed by the Town, and (2) two representatives appointed by the Union all of which will serve (3) three year terms. This committee shall consider the eligibility of members who will be able to draw from the "Bank". The decisions of the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure.

The following Criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a member to draw from the Bank, and in determining the amount of leave time:

- a. A member must have used up all of his/her accumulated leave/time.
- b. A member must submit competent and timely evidence, to include a doctor's note, that a request is necessary to benefit the member who suffers uncommon, life threatening or serious and lengthy illness.
- c. A member's prior utilization of sick leave.
- d. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed (30) thirty days.
- e. Upon completion of the (30) thirty day period, additional entitlement may be extended by the Sick Bank Leave Committee upon demonstration of need by the member.

Upon compliance with paragraphs "a" and "b" above, and consideration of paragraph "c", the Sick Bank Leave Committee may issue a grant of leave days from the Bank of not more than (100) one-hundred days per (12) twelve month period to any one member.

The Sick Leave Bank shall maintain a minimum of (30) thirty days in reserve. If the reserve falls below thirty days, the eligible members will be required to contribute additional sick leave days equally as deemed necessary.

There shall be no use of the Sick Leave Bank for members receiving Chapter 41, Section 111F benefits (injured on duty status).



Officers shall not forfeit earned personal time for donating sick days to the Sick Leave Bank.

Any sick bank member who has accumulated the maximum number of sick days permitted under the collective bargaining agreement shall have all additionally earned sick time deposited into the sick bank.

## ARTICLE XII Education and Training

Section 1. Officers attending outside training courses or schools mandated by the Town or the Commonwealth of Massachusetts for police officers may be excused by the Chief from duty, if on duty, or may be given educational leave of absence by the Chief without loss of pay for the period of such training.

Section 2. Time and place of attendance at such courses or schools shall be scheduled and determined solely by the Chief and not the officer.

Section 3. The Town shall have the option at its sole discretion to provide such training itself for Employees. The Town also may do it on the regular duty time or, may, at its sole discretion, schedule such training on an overtime basis.

The initial training required for officers to become certified to perform defibrillator duties shall be done on an overtime basis during the term of the 1997-2000 contract. After an officer's initial certification, any defibrillator training required thereafter will be scheduled by the Chief in accordance with the Department's regular training program. An officer who becomes certified to perform defibrillator duties will receive a one-time bonus in the amount of \$325.00 during the term of the 1997-2000 contract.

Section 4. Nothing in this Article shall restrict the Town from giving and scheduling other training as the Town may determine and require within the classification of police officer.

Section 5. The Town shall pay reasonable expenses for materials required for training assigned by the Chief. Notwithstanding any other provisions of this Article, in accordance with past practice the Town shall reimburse a police officer for books, texts and other documentary materials necessary for a course required as part of the police curriculum at Quinsigamond Community College or other accredited institution of higher education.

Section 6. In the event in-service training or required training carries over into the lunch period, the Town shall provide up to \$15.00 per day toward the cost of the officer's lunch. Overnight training conferences or conferences which the Chief determines carry over into the breakfast or supper period, the town shall provide up to

\$10.00 per day toward the cost of breakfast and up to \$30.00 per day toward the cost of supper. Reimbursement shall be based upon a receipt only.

### ARTICLE XIII Negotiations and Union Business

Section 1. Bargaining procedures relative to a new contract to succeed the instant contract shall be commenced not less than sixty (60) days prior to the setting of the Annual Town Budget therein involved.

Notification to either party of intention to commence collective bargaining procedures shall be by certified mail or by delivery of notice in hand, addressed to the Board of Selectmen or the Union, respectively.

Negotiations shall be scheduled at a time that is mutually agreeable to both parties.

Section 2. Union officers, representatives, or grievance committee members, up to a maximum of two (2), 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.

a. Subject to recall to the field by the Department, if a grievance committee member while on duty meets with the Board of Selectmen to represent an employee, he will be granted paid leave by the Chief with no loss of benefits while attending such meeting.

Section 3. The Town will permit 2 days total to be off between Sgt.'s and patrolmen to attend either the MASSCOP convention or the President's dinner (not 2 officers off for each event)

## ARTICLE XIV Grievance Procedure

Section 1: A "grievance" is hereby defined as a dispute between the Union and the Town or its agents, including the Chief of Police, or between a member of the bargaining unit and the Town as to the interpretation or application of the express terms and provisions of this Agreement, provided that any matter under the jurisdiction of the Civil Service Commission, any matter involving the exercise of management rights (Article II of this Agreement), or any retirement matter, shall not be subject to grievance or arbitration.

Section 2: Grievances shall be processed in accordance with the following procedure:

STEP A. A written grievance will be submitted by the Employee and/or his Union representatives on his behalf, to the Police Chief within fifteen (15) calendar days of the occurrence of the aggrieved action, or within fifteen (15) calendar days after the Employee became aware or should reasonably have become aware of the aggrieved action. The Police Chief shall respond in writing to the grievance within ten (10) calendar days of his actual receipt of the written grievance. Failure to respond within ten (10) calendar days shall be deemed a denial of the grievance.

STEP B. If the grievance is not resolved at Step A, or if no written response to the grievance is made by the Police Chief within the time limit set forth above, the employee and/or his Union representative, may submit the grievance in writing to the Board of Selectmen within five (5) calendar days after receipt of the Police Chief's written response or the expiration of the period therefore. A meeting to discuss the grievance shall be held at the request of the Employee, his Union representative, or the Board of Selectmen. The Board of Selectmen shall respond in writing to the grievance within thirty (30) calendar days of their actual receipt of the grievance. Failure of the Board of Selectmen to respond within thirty (30) calendar days shall be deemed a denial of the grievance.

STEP C. If the grievance is not resolved at Step B, or if no written response to the grievance is made by the Board of Selectmen within the time limit set forth above, the Union, but not any individual Employee of the bargaining unit, may submit the grievance to arbitration, provided the Union shall have notified the Town of its intention to seek arbitration within thirty (30) calendar days after receipt of the written response of the Board of Selectmen or the expiration of the period therefore. An arbitrator shall be selected jointly by both parties. If the parties are unable to agree on an arbitrator within fifteen (15) days after the Town actually receives the written notice of the Union's intention to seek arbitration, the parties shall make application to the American Arbitration Association for the appointment of an arbitrator.

Section 3: The expense of the arbitrator's services and the proceedings shall be borne equally by the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made. Each party shall pay the cost of the verbatim transcript which it orders and receives. The parties shall share the cost of the copy provided to the arbitrator. The expense of witnesses for either side shall be paid by the party producing such witnesses.

Section 4: The decision of the arbitrator shall be final and binding upon the Union and the Town and shall be enforceable under and subject to the provisions of General Laws, Chapter 150C, as amended, subject to the following conditions:

(a) The arbitrator shall have no power to add to, subtract from or modify this Agreement.

(b) The arbitrator shall only interpret such items and determine such issues as may be submitted to him in writing by the parties pursuant to this Article.

(c) If the matter grieved pursuant to this Article is a disciplinary action taken against a permanent employee, at the arbitration hearing, the Town shall have the burden to prove by a preponderance of the evidence that there was just cause for the disciplinary action.

Section 5: The Union shall be entitled to submit grievances in the name of the Union in the same manner provided herein for Employees.

Section 6: All time limits indicated herein may be waived or extended only by written agreement of the parties.

Section 7: Grievances may be settled without precedent at any stage of the procedure until the issuance of a final award by the arbitrator.

Section 8: This Article shall be subject to G.L. c. 150E, §8, which provides that, "where such arbitration is elected by the Employee as the method of grievance resolution, [it shall] be the exclusive procedure for resolving any such grievance involving suspension, dismissal, removal or termination notwithstanding any contrary provisions of sections thirty-nine and forty-one to forty-five, inclusive, of chapter thirty-one, [or] section sixteen of chapter thirty-two..." An Employee shall notify the Town immediately upon receipt of notice of action by the Town under c. 31, §39 or §§41-45, or c. 32, §16 if he elects to follow the grievance and arbitration procedure set forth in this Article in place of the procedures provided in the said Chapters 31 and 32.

ARTICLE XV  
Mileage On Police Business

The Town shall pay mileage to an officer for the use of his private motor vehicle when on police business when authorized by the Chief. Mileage paid to be the same as paid to Town officials as voted by the Town.

ARTICLE XVI  
Residency

Any person who receives an appointment to the full-time police force of the Town of Leicester, shall establish his residence any place in the Commonwealth that is within ten (10) miles of the perimeter of the Town of Leicester, including the Town of Leicester.

ARTICLE XVII  
No-Strike

Section 1. No officer shall engage in, induce or encourage any strike, work stoppage, slowdown, or sick-out directly involving the Police Department, or picketing, sympathy strike or withholding of services involving the above, including so-called work to rule, refusal to perform in whole or in part duties of employment established in accordance with civil service law and the withholding of overtime services.

Section 2. The Union agrees that neither the Union nor any of its officers, agents or members will call, institute, authorize, participate in or sanction any such strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding or services involving the above, including so-called work to rule, refusals to perform in whole or in part duties of employment established in accordance with civil service law and the withholding of overtime services.

Section 3. Violation of paragraph 1 or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement.

Section 4. If there is any violation of this Article by the Union or officers, the Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in the appropriate court to enforce this Article.

## ARTICLE XVIII

### A. Required Training

Section 1. Officers covered under this Agreement will be required as of May 1, 1979 to be trained as required by Massachusetts General Laws (Chapter 111, Section 201) which will include the following:

- a. C.P.R. certification each year.
- b. First-Aid as required by the first responder training law.

Section 2. The Town shall schedule firearms training at least annually for all officers, and such training shall be mandatory.

Section 3. The successful completion of required firearms training shall be a condition of employment. Failure to pass such training on a retest shall be just cause for disciplinary action, including discharge by the Town. The time involved on the retest shall not be compensated for by the Town.

### B. Physical Fitness Program

Section 1. The Town shall establish a Risk Factor Program for officers covered by this Agreement. Participation in the program shall be mandatory for those officers hired after September 1, 1995, and voluntary for those officers hired prior thereto. Effective July 1, 1998, the Risk Factor Program established for officers covered by this Agreement shall be voluntary. The Union shall cooperate with the Town in the program.

Section 2. Every officer participating in the program may be required by the Town to submit to an annual cholesterol test and blood pressure test. The cost of the test shall be borne by the Town. The test results shall be supplied only to the officer and shall not be available to the Town. Any officer not meeting the cholesterol or blood pressure standards may be required to submit to counseling by the agency giving the examination or other appropriate entity. The Town may be provided with summary statistics on the test results provided no officers are identified in the report.

Section 3. Physical fitness standards shall be established by the Chief of Police.

- a. An officer will not be compensated for the time spent in taking the test.

b. Failing the test or not meeting the weight requirements or body composition standards will not constitute a failure to meet a condition of employment.

c. Participating police officers who successfully pass the semi annual tests and meet the weight requirements or body composition standards as well as complying with sections 2 and 4 of this program, shall receive an annual bonus of \$1,000 for the first test and \$750 for a second test to be added effective July 1, 2009 which shall not be part of the base wage for any purpose.

d. Officers participating in the physical fitness test shall be covered by Section 111F of Chapter 41 (IOD statute) in connection with the taking of the test.

Section 4. Officers shall not smoke on or off duty.

Section 5. Notification and Certification. Effective July 1, 2000, police officers who intend to participate in the annual physical fitness test will notify the Chief of Police no later than July 1 of that year that he/she intends to participate in the physical fitness test. The police officer will also certify that he/she has not used tobacco products of any kind during the previous twelve (12) months. The notification to the Chief and certification of non-use of tobacco products will be submitted as contained in the attached form. See Appendix D.

## ARTICLE XIX

### Wages

#### Section 1:

Effective July 1, 2011 increase the base wage by two percent (2.0%) across the board.

The town agrees to Ability to roll current eligible stipends in to base wages up to 3 years in advance of retirement.

#### Section 2: Shift Differential.

a. All Police Officers assigned to duty between the hours of 3:00 p.m. and 11:00 p.m. shall be paid an additional flat payment of \$10.00 for each assigned shift.

b. All Police Officers assigned to duty between the hours of 11:00 p.m. and 7:00 a.m. shall be paid an additional flat payment of \$15.00 for each assigned shift.

c. All Police Officers assigned to duty between the hours of 7:00 p.m. and 3:00 a.m. shall be paid an additional flat payment of \$15.00 for each assigned shift.

d. The shift differential under this section shall not be used in the computation of base rate or overtime rate of pay.

**Section 3:** Longevity Pay – On an annual basis the town will pay \$125.00 for every five years of service.

**Section 4:** Effective July 1, 2010, each patrolman shall be entitled to a payment of \$575.00 per qualification for each firearms qualification, up to three (3) times per year. Each qualification shall be done on the employee's own personal time.

**Section 5:** Compensatory time shall be capped at sixty (60) hours. Compensatory time may not be used if it is going to result in any expense to the Department. Once an officer is approved for the use of compensatory time off, the officer's time off cannot be cancelled based upon another officer submitting for time off after the initial officer's submission was approved.

**Section 6:** Court Officer stipend: On an annual basis the town will pay the court officer a stipend of \$750.

**Section 7:** Detective stipend: On an annual basis the town will pay the detective a stipend of \$750.

**Section 8:** Effective July 1, 2007, any Field Training Officer who is assigned a trainee shall be compensated with one hour of compensatory time for every four hours of training. The accumulation of comp time shall not exceed the cap set forth in this contract.

**Section 9:** The union agrees to the town's proposal on by-weekly payroll.

## ARTICLE XX Overtime

**Section 1:** Overtime shall be defined as time worked by a member of the bargaining unit when he is retained on duty at the expiration of his scheduled shift or when he is called back to duty when he is not scheduled to work by the Chief or his designee.



- (a) Full time police officers shall have the right of first refusal for any open overtime shift that becomes available within the 16 hours prior to the start of said shift. The town or the union can opt out of this clause by June 30, 2012.

Section 2: A member of the bargaining unit shall be paid for overtime worked, at the rate of one and one-half (1½) times his base rate of pay, subject to the requirement that eight (8) hours per day or forty (40) hours per week be met before the one and one-half (1½) rate is paid.

Section 3: When overtime work is available for members of the bargaining unit, the Chief or his designee shall assign overtime on the basis of a rotating roster which shall be established on a seniority basis, and which shall be posted on the Department bulletin board, provided, however, that the Chief shall not be subject to the rotating roster under the following circumstances:

- (a) When overtime is required by the Chief or his designee to complete work assigned during regular duty time and the same officer is available to continue handling the work after the end of his shift, such officer shall remain on duty and complete the work;
- (b) When overtime work requires a specialized skill such as breathalyzer operation, only an officer qualified in such specialized skill shall be eligible for overtime on a rotating basis;
- (c) When a supervisor is needed, only a sergeant shall be eligible to be assigned on a rotating basis;
- (d) When the starting time of an entire shift is advanced to begin prior to its regularly scheduled time, or an entire shift is held over, only officers assigned to that shift shall be eligible for the overtime, provided, however, that other members of the bargaining unit may also be assigned overtime according to the operating needs of the department as determined by the Chief or his designee; and
- (e) When the appropriate authority declares a state of emergency in Leicester.

Section 4: This Article shall be subject to these conditions:

- (a) It is the intent of this Article that each employee shall be afforded an equal number of opportunities to work overtime, subject to the exceptions listed in 3(a)-(d), with no obligation on the Town to equalize overtime hours worked among employees; and

(b) There shall be no infringement on the Chief's right to determine when overtime is necessary or to require overtime service by officers of the Department.

(c) Effective upon the signing of this contract the paid detail rate will be \$45.00 per hour.

Section 5: Any employee recalled to duty by the Chief or his designee shall be credited with not less than four (4) hours for such recalled duty. Recall pay is not intended to apply when an employee works extra hours that merge with his work shift. Specifically: Compensation under this Section is not available when an employee is called to report to duty before the start of his scheduled shift and he works until the shift commences. Compensation under this Section is not available when an employee is "held over" to work after the completion of his shift.

The Town agrees to increase detail work to an eight (8) hour minimum after four (4) hours. Details worked on Saturdays, Sundays, Holidays or between the hours of 11 PM and 7 AM shall be paid at one and one half times (1 ½) the extra duty rate. Town and District details shall be excluded from these provisions.

Section 6: Rules and Regulations (re: Extra Duty Details)

- (a) The Town agrees to amend the Leicester Police Department Rules and Regulations regarding extra duty details to provide that if a sergeant actually works eight (8) hours on a particular detail, the sergeant shall receive time and one-half for all hours actually worked after eight (8) hours of the extra duty detail rate.
- (b) The Town agrees to further amend the Leicester Police Department Rules and Regulations to provide that if an eight (8) hour extra duty detail is split into two (2) four (4) hour segments, each four (4) hour segment shall be subject to the four-hour minimum requirement, and each four (4) hour segment shall be subject to two-hour cancellation notice.

Section 7: The Union agrees to the Town's language pertaining to police details as set forth in Appendix F.

ARTICLE XXI  
Maternity/Adoption Leave

In accordance with Section 105D of Chapter 149 of the Massachusetts General Laws, the Town shall grant maternity or adoption leave to a member of the bargaining unit upon request in writing made to the Chief of Police.

The parties acknowledge the Family and Medical Leave Act and the Town's policy relative thereto. A copy of the Town's policy is attached hereto and incorporated herein by reference.

## ARTICLE XXII Substitutions

Members of the bargaining unit may agree to exchange shift assignments provided:

- (a) that notice is given to the Chief or his designee one (1) week prior to the proposed exchange, except in cases of emergency, and
- (b) that the exchange is approved by the Chief or his designee. In case of such emergency, notice one day prior to the proposed exchange shall be sufficient if approved by the Chief or his designee.

## ARTICLE XXIII Seniority

Section 1. Definition. Seniority for employees governed by this Agreement shall be defined as the period in which an employee was hired as a full-time Leicester police officer. Civil Service shall govern the officer's place on a seniority list.

Section 2. Outside Details. Seniority shall govern in the selection of outside details through the use of a rotating roster.

## ARTICLE XXIV New Job Classifications

In connection with the establishment of any new job classification within the bargaining unit under Chapter 31 of the Massachusetts General Laws, the Town will bargain with the Union over the wage rate for that job classification.

## ARTICLE XXV Training for Specialized Duties

In the event that the Chief of Police assigns specialized duties to a police officer, the officer shall attend training in such skills as may be required for the specialized duties at the next such training program available in Central Massachusetts<sup>1</sup>, subject to

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<sup>1</sup>For purposes of this Article, the term "Central Massachusetts" shall be defined to include the Town of Framingham, Massachusetts.

the operating needs of the Department and availability of funds, unless the officer has previously been trained in such skills. This Article shall be subject to Article XII, Education and Training.

ARTICLE XXVI  
Dues Deduction

Section 1. The Town shall, for the duration of this Agreement, deduct regular periodic Union dues each month from the first paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction.

The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from an employee's pay.

The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

Section 2. The voluntary authorization for the deduction specified herein shall be as follows:

Police Department

\_\_\_\_\_  
Date

To: Town Treasurer

**PAYROLL DEDUCTION AUTHORIZATION - DUES**

I hereby authorize and direct the Town Treasurer or the head of the Police Department to deduct any monthly membership dues charged against me by the Massachusetts Coalition of Police, Local 168, from any earnings accumulated to my credit, such deduction to be made upon formal demand and presentation of the current monthly amount of such dues to the Town Treasurer by the Treasurer of the Union. Further, I agree that the said Town of Leicester, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by General Laws, Chapter 180, Section 17A.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the Town Treasurer or head of the Police Department, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Union Treasurer.

\_\_\_\_\_  
Signature

ARTICLE XXVII  
Agency Service Fee

Section 1. Effective the ninetieth day following the beginning of employment, each member of the bargaining unit who is not a member of the Union in good standing shall be required, as a condition of employment, to pay a monthly agency service fee during the life of this Agreement to the Union in an amount equal to the cost of contract negotiations and administration, including grievances and arbitrations.

Section 2. The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an Employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17G.

Section 3. Any authorization for deduction shall be on the following form:

Police Department

\_\_\_\_\_  
Date

To: Town Treasurer

**PAYROLL DEDUCTION AUTHORIZATION - AGENCY SERVICE FEE**

I hereby authorize and direct the Town Treasurer or the head of the Police Department to deduct the agency service fee charged against me by the Massachusetts Coalition of Police, Local 168, from any earnings accumulated to my credit, such deduction to be made upon formal demand and presentation of the current monthly amount of such fee to the Town Treasurer by the Treasurer of the Union. I agree that the Town of Leicester, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by General Laws, Chapter 180, Section 17G.

\_\_\_\_\_  
Signature

Section 4. This Article shall not apply to any Employee who has authorized the Town Treasurer to deduct Union dues under Article XXVI of this Agreement.

Section 5. No action by the Town shall be considered against any member of the bargaining unit for failure to meet his agency service fee obligation unless and until the

Union certifies in writing to the Town that said member of the bargaining unit has not met the obligation imposed by this Article.

Section 6. It is understood by the Town and the Union that deduction of the agency service fee shall be made by the Town through its Treasurer only during the existence of an executed agreement between the Town and the Union.

Section 7. The Town and the Union agree to share equally the cost of a proceeding to terminate employment as a result of this Article.

#### ARTICLE XXVIII License Requirements

All police officers shall possess a valid and current Massachusetts driver's license, as a condition of employment.

#### ARTICLE XXIX Injury on Duty (IOD)

Section 1. An officer who is injured on duty may, if physically able, be required by the Chief to perform light duty. Light duty shall consist of administrative assignments by the Chief not requiring the exercise of police powers and shall be carried out on weekdays on the day shift. Light duty may be required only if the officer's physician or a physician appointed by the Town certifies that the officer is fit to perform such light duty. If there is disagreement between the physician for the officer and the physician for the Town as to the officer's ability to perform light duty, those two physicians shall appoint a third physician whose only function shall be to determine the officer's ability to perform light duty. Such determination shall be binding on all the parties. The Chief may not assign an officer on IOD to so-called "make work."

Section 2. An officer on IOD leave on July 1 of any year shall not be entitled to receive a clothing allowance on July 1. If the officer returns to regular duty prior to the following June 30, or if he or she performs light duty while on IOD, he or she shall receive a clothing allowance in the amount he or she would have received if not on IOD as of the previous July 1.

An officer on injury on duty leave over one (1) year, will not be eligible to earn sick leave or vacation leave credits during such leave.

Section 3. Except as provided above, there shall not be any limitation or abridgement of the provisions of Chapter 41, Section 111F of the General Laws, which shall stand apart and not be incorporated into this Agreement.

ARTICLE XXX  
Personal Property Damage

Section 1. The Town shall reimburse an officer for damage occurring to his or her equipment in the course of performance of duties for the Town.

Section 2. In order for the officer to be eligible for reimbursement, the following conditions must be met:

- a. The officer must show ownership of the article that was damaged, or if no evidence of ownership exists, the officer may submit a statement of ownership signed under the pains and penalties of perjury.
- b. The use of the article must have been approved by the Chief.
- c. The damage must occur to the personal property of the officer while actually engaged in the performance of work for the Town and as a result of performance of said work. Damage occurring during lunch breaks, coffee breaks, or at any other time when the employee is not actually engaged in the performance of work, even if the officer is otherwise "on the job" for pay purposes, is not reimbursable.
- d. The damage must occur without negligence or deliberate misconduct on the part of the officer.
- e. Upon approval of reimbursement for an item to be replaced, the damaged item must be turned over to the Chief and shall become the property of the Town.
- f. For purposes of this Article, officers on outside paid details shall be considered actually engaged in the performance of work for the Town.

Section 3. The amount of reimbursement shall be limited to the reasonable cost of repair or, if necessary, replacement of the damaged property with a model of like or equivalent make, provided that the cost of such replacement is reasonable.

Section 4. If the officer receives an insurance payment or restitution for the damaged property, he shall reimburse the Town to the extent of the Town's expenditure or the insurance payment or restitution amount, whichever is less.

ARTICLE XXXI  
Seat Belt Requirements

All police officers shall comply with the Department Rules and Regulations regarding the use of seat belts.

ARTICLE XXXII  
No Smoking

All police officers appointed before January 1, 1988 shall not smoke in police vehicles or the police station, or while actually on duty, as a condition of employment. All police officers appointed after January 1, 1988 shall not smoke on or off duty at any time or place, as a condition of employment.

ARTICLE XXXIII  
Bullet Proof Vests

Section 1: All new patrolmen, hired after July 1, 2005, shall be required to wear bullet-proof vests as a condition of employment, except on road details.

ARTICLE XXXIV  
Personnel Files

Section 1: Town will notify employees of any letter added to personnel file.

ARTICLE XXXV  
New Hire Health Care Contribution

Section 1. The union agrees that all new hires after 7/1/12 will be subject to a 30% health care contribution.

ARTICLE XXXVI  
Evergreen Claus

The agreement's terms shall remain in full force and effect beyond the 3 years until a successor agreement is voluntarily negotiated by the parties.



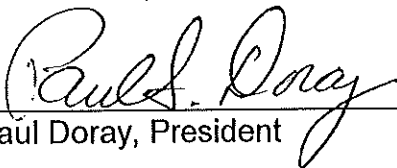
ARTICLE XXXVII  
Duration of Agreement

Section 1. This Agreement shall govern the rights of the parties from the date of July 1, 2011 until and including June 30, 2012 (the "expiration date").


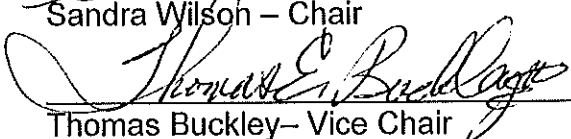
Section 2. In the event either party wishes to negotiate a new contract to begin after the expiration date, notice is to be given by the party desiring to negotiate to the other party by certified mail or in hand on or before January 1 preceding the expiration date of the intention to renegotiate. In the event such notice is given, negotiations shall begin not later than January 31 preceding the expiration date.


This contract has been duly executed by the authorized representatives of the Town of Leicester and the Massachusetts Coalition of Police, Local 168.

MASSACHUSETTS COALITION  
OF POLICE, LOCAL 168

  
\_\_\_\_\_  
Paul Doray, President  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

LEICESTER BOARD OF SELECTMEN

  
\_\_\_\_\_  
Sandra Wilson - Chair  
  
\_\_\_\_\_  
Thomas Buckley - Vice Chair

  
\_\_\_\_\_  
Dianna Provencher - 2<sup>nd</sup> Vice Chair

  
\_\_\_\_\_  
Matt Dennison - Member

  
\_\_\_\_\_  
Douglas Belanger - Member

DATE 2/13/14

DATE 3/03/14

APPENDIX A

DAY OR DAYS OFF IN LIEU OF HOLIDAYS

Removed July 1, 2011

APPENDIX B  
Health Care Insurance

Section 9. The Union agrees to accept the Town's proposal on health insurance effective July 1, 2005. Those changes are as follows:

	<u><i>FCHP Select</i></u>	<u><i>FCHP Direct</i></u>	<u><i>CIGNA HMO</i></u>
Office Visits	\$5.00 to \$15.00	\$10.00 to \$15.00	\$10.00 to \$15.00
Specialist			\$25.00
Emergency Room	\$50.00 to \$75.00	\$50.00 to \$75.00	\$50.00 to \$75.00
Inpatient Hosp. Ded.	(New) \$250.00	(New) \$250.00	(New) \$250.00
Out of Pocket Hosp Max	(New) \$1,000/\$2,000	(New) \$1,000/\$2,000	(New) \$1,500/\$3,000
Prescriptions	\$10/20/35	\$10/20/35	\$10/20/40
Mail Order	(\$20/40/105 MO)	(\$20/40/105 MO)	(\$20/40/105 MO)

APPENDIX C

TOWN OF LEICESTER  
POLICE DEPARTMENT  
CERTIFICATE OF PHYSICIAN

This certificate must be completed by a physician. The information is necessary for the Department's records, and is requested in accordance with the collective bargaining agreement between the Town of Leicester and Local 168, Massachusetts Coalition of Police.

1. Name of sick or injured police officer/patient:

\_\_\_\_\_

2. Name of physician preparing certificate form: \_\_\_\_\_

\_\_\_\_\_

3. Address of physician: \_\_\_\_\_

\_\_\_\_\_

4. Telephone number of physician: \_\_\_\_\_

\_\_\_\_\_

5. Is this officer physically fit to return to duty at this time?

\_\_\_\_\_

6. If the answer to Question 5 is in the negative, and if you are able to do so, please give the date on which the officer will be in good health and able to return to his or her duties:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Date

APPENDIX D

TOWN OF LEICESTER  
POLICE DEPARTMENT

NOTIFICATION OF PARTICIPATION IN  
PHYSICAL FITNESS TEST  
&  
CERTIFICATION OF NON-USE OF  
TOBACCO PRODUCTS

I, \_\_\_\_\_, HEREBY NOTIFY THE Chief of Police of the Town of Leicester that I intend to participate in the annual physical fitness test for the fiscal year 200\_\_.

I also hereby certify that I have not used any tobacco products during the previous twelve (12) months.

\_\_\_\_\_  
Employee Signature

Date: \_\_\_\_\_

## APPENDIX E

### WAGES

From the effective date of this contract, July 1, 2007, until and including June 30, 2010, the wage rates shall be as follows:

#### Police Officer Pay

#### **FY09 - Effective July 1, 2008 (3%)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	40,456.00	45,011.20	46,113.60	47,257.60	49,358.40	51,396.80	52,395.20
Weekly	778.00	865.60	886.80	908.80	949.20	988.40	1,007.60
Hourly	19.45	21.64	22.17	22.72	23.73	24.71	25.19

#### **FY10 - Effective July 1, 2009 (3%)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	41,662.40	46,363.20	47,507.20			51,000.00	53,976.00
Weekly	801.20	891.60				980.00	1,038.00
Hourly	20.03	22.29				24.45	25.95

#### **FY10 STEPS FROZEN FOR (1) YEA**

*# YRS B/N  
Steps?*

#### **FY11 2%**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	41,425.92	46,082.16	47,507.20				53,640.72
Weekly	793.60	882.80					1,027.60
Hourly	19.84	22.07					25.69

*47940.90*

2% increase      20.24      22.51      23.06      23.63      24.68      25.70      26.20

#### **FY12 2%**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	42,261.12	47,000.88	48,149.28	49,339.44	51,531.84	53,661.60	54,705.60
Weekly	809.60	900.40	922.40	945.20	987.20	1,028.00	1,048.00
Hourly	20.24	22.51	23.06	23.63	24.68	25.70	26.20

APPENDIX F  
TOWN OF LEICESTER  
FAMILY AND MEDICAL LEAVE POLICY

I. POLICY

A. Introduction

The Federal Family and Medical Leave Act of 1993 ("FMLA" or "the Act") was enacted on February 5, 1993. The new law is effective on August 5, 1993, however, where a collective bargaining agreement ("CBA") is in place on that date, the Act becomes effective on February 5, 1994.

The FMLA entitles eligible employees to take up to twelve weeks of unpaid, job-protected leave each year for specified family and medical reasons. An eligible employee's right to FMLA leave begins on August 5, 1993 or February 5, 1994 as applicable; any leave taken before the appropriate date does not count as FMLA leave.

B. Employee Eligibility

To be eligible for FMLA benefits with the Town of Leicester (the "Town"), an employee must:

1. Work for the Town;
2. Have worked for the Town for a total of at least twelve months; and
3. Have worked at least 1,250 hours over the previous twelve months.

C. Leave Entitlement

The Town will grant an eligible employee up to a total of twelve work weeks of unpaid leave during a fiscal year for one or more of the following reasons:

1. For the birth or placement of a child for adoption or foster care;
2. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or

3. To take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the Town are jointly entitled to a combined total of twelve work weeks of family leave.

Leave for birth or placement for adoption or foster care must conclude within twelve months of the birth or placement.

Under some circumstances and subject to the Town's approval, employees may take FMLA leave intermittently.

Also, employees or the Town may choose to use accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave. In no case, however, can use of paid leave be credited as FMLA leave after the leave has ended.

D. Maintenance of Health Benefits

The Town will maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The employee will make arrangements with the Town Treasurer to pay his or her share of health insurance premiums while on leave. The Town may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

E. Job Restoration

Upon return from FMLA leave, an employee will be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

In addition, an employee's use of FMLA leave will not result in the loss of an employment benefit that the employee earned or was entitled to before using FMLA leave.

F. Notice and Certification

Employees seeking to use FMLA leave are required to provide to their department head:

1. Thirty (30) days advanced notice of the need to take FMLA leave when the need is foreseeable, otherwise as soon as is practicable;



2. Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member in accordance with the attached form;
3. Second or third medical opinions and periodic re-certifications (at the Town's expense) if requested by the Town; and
4. Periodic reports during FMLA leave regarding the employee's status and intent to return to work as requested by department heads.

When leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the Town's operation.

G. Other Provisions

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supercede any state or local law which provides greater family or medical leave protection. Nor does it affect the Town's obligation to provide greater leave rights under a CBA or employment benefit plan, where applicable.

H. Departmental Procedures

The Town's department heads may establish their own procedures to implement this policy.

## Appendix F – Police Details

Under state law, the determination of the level of services, as well as the assignment of public safety employees are non-delegable exclusive managerial prerogatives of the Town of Leicester (the "Town"). The Massachusetts Coalition of Police, Local 168 (the "Union") acknowledges that the Chief of Police possesses the sole discretion to determine the appropriate level of police service as well as the qualification of persons to perform traffic duties in the Town to ensure public safety. Therefore, notwithstanding and regulation to the contrary, the Chief of Police has the sole discretion to require or not 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 a street opening or any work to be done on a public way or at a public function in Town.

The Union also acknowledges that the Chief of Police has the sole discretion to determine the number and rank of officers assigned in any such instance necessary to maintain public safety or other legitimate interest of the community or Department. The Union further acknowledges that any assignment of an extra duty detail by the Chief of Police shall be final and not subject to any grievance or arbitration procedure.

5051A20115

**MEMORANDUM OF AGREEMENT (MOU)**  
**LOCAL 168 (~~Full Time Patrolmen~~) TOWN OF LEICESTER**  
*Supervisors*

The following is an MOU to the collective bargaining agreement between the Town of Leicester (hereafter the "Town") and the MASSACHUSETTS COALITION OF POLICE LOCAL 168 (hereafter the "Union") which represents Full Time Police Supervisors.

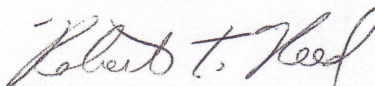
**Town Agrees to:**

1. 2% pay increase.
2. Ability to roll current eligible stipends in to base wages up to 3 years in advance of retirement.
3. Two (2) non restricted personal days per year (i.e. not subject to 2 officers off per shift off). These are not new (additional) personal days, but just two more current days that are not restricted.
4. Evergreen Clause

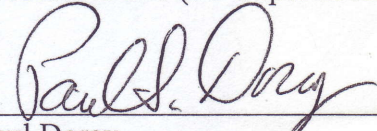
**Union Agrees to:**

1. Remove paid holiday language from contract
2. Sick Leave – remove the language pertaining to sending physician's certificate to the BOS.
3. Meal reimbursements require receipt.
4. Town will permit 2 officers total between Sgt.'s and patrolmen to attend either the MASSCOP convention or the President's dinner.
5. The union agrees that all new hires after 7/1/12 will be subject to a 30% health care contribution.
6. The Town and the Union agree that this MOU shall cover the time period of July 1, 2011 to June 30, 2012 notwithstanding the application of the evergreen clause.

For the Town of Leicester

  
Robert Reed  
Town Administrator *9/13/12*

For Local 168 (FT Supervisors)

  
Paul Doray  
President – Local 168  
*8/29/12*

**ORIGINAL**

**MEMORANDUM OF AGREEMENT (MOU)**  
**LOCAL 168 (Full Time Patrolmen) TOWN OF LEICESTER**

The following is an MOU to the collective bargaining agreement between the Town of Leicester (hereafter the "Town") and the MASSACHUSETTS COALITION OF POLICE LOCAL 168 (hereafter the "Union") which represents Full Time Police Officers.

This agreement is for the time period of July 1, 2012 to June 30, 2013

**Town Agrees to:**

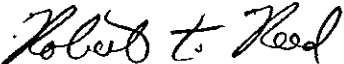
1. 2% pay increase.
2. Increase sick time buyback from 50 days to 55 days.
3. Increase longevity from \$125 per five years of service to \$150.00 per five years of service.
4. Increase the firearms qualification stipend by \$50.00 per qualification up to 3 qualifications per year.

**Union Agrees to:**

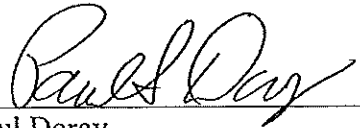
1. Remove defibrillator training stipend language from the Article XII Section 3 Paragraph #2.
2. Add to Article XVIII section 2 the words "shall be done in compliance with the contract language on firearms stipend."
3. Add to Article XXII section (c) which will state "Shift swaps must be repaid within 2 weeks (14 days)." "Shift swaps shall not result in any additional expense to the town."

All of the aforementioned agreed upon items shall be retroactive to July 1, 2012.

For the Town of Leicester

  
\_\_\_\_\_  
Robert Reed  
Town Administrator  
Date 5/18/13

For Local 168 (FT Patrolmen)

  
\_\_\_\_\_  
Paul Doray  
President - Local 168  
Date 6/15/13

# Memorandum of Agreement

between

The Massachusetts Coalition of Police  
Local 168  
(Patrol Officers Unit)

And

Town of Leicester

2013 – 2014

WHEREAS, the Collective Bargaining Agreement between the Town of Leicester (the “Town”) and the Massachusetts Coalition of Police, Local 168, (the “Union”) expired on June 30, 2013 (the “former Agreement”), and

WHEREAS, the Town and the Union have negotiated a successor agreement (the "New Agreement") for the period July 1, 2013 through June 30, 2014;

NOW THEREFORE,, the Town and the Union agree that the New Agreement shall consist of the provisions of the former Agreement except as modified as follows:

## **1. Article XXXVII – Duration of Agreement**

The parties agree to amend the Article to provide for an effective date of July 1, 2013 and a termination date of June 30, 2014.

This Agreement is subject to ratification by the Town of Leicester and by the Massachusetts Coalition of Police, Local 168 and to appropriation by the Town. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Leicester and by the Massachusetts Coalition of Police, Local 168

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives,  
have set their hands to this Memorandum of Agreement on this \_\_\_\_\_ day of July, 2014,

TOWN OF LEICESTER

RATIFIED BY:

MASSACHUSETTS COALITION OF  
POLICE, LOCAL 168

\_\_\_\_\_  
Kevin Mizikar, Town Administrator

\_\_\_\_\_  
Paul Doray, President

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Ratified by:

TOWN OF LEICESTER  
BOARD OF SELECTMEN

\_\_\_\_\_  
Chairman

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Memorandum of Agreement

between

The Massachusetts Coalition of Police  
Local 168  
(Sergeant's Unit)

And

Town of Leicester

2013 – 2014

WHEREAS, the Collective Bargaining Agreement between the Town of Leicester (the "Town") and the Massachusetts Coalition of Police, Local 168, (the "Union") expired on June 30, 2013 (the "former Agreement"), and

WHEREAS, the Town and the Union have negotiated a successor agreement (the "New Agreement") for the period July 1, 2013 through June 30, 2014;

NOW THEREFORE,, the Town and the Union agree that the New Agreement shall consist of the provisions of the former Agreement except as modified as follows:

## **1. Article XXXVII – Duration of Agreement**

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This Agreement is subject to ratification by the Town of Leicester and by the Massachusetts Coalition of Police, Local 168 and to appropriation by the Town. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Leicester and by the Massachusetts Coalition of Police, Local 168

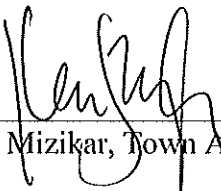


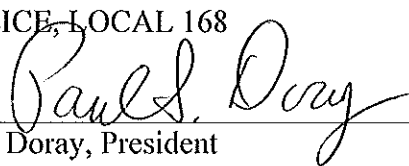
IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives,  
have set their hands to this Memorandum of Agreement on this 22<sup>nd</sup> day of September, 2014,

TOWN OF LEICESTER

RATIFIED BY:

MASSACHUSETTS COALITION OF  
POLICE, LOCAL 168

  
\_\_\_\_\_  
Kevin Mizikar, Town Administrator

  
\_\_\_\_\_  
Paul Doray, President

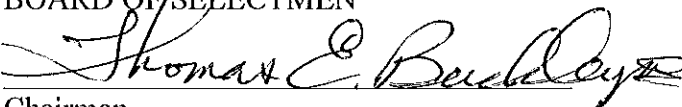
Date: 10/1/14

9/30/14


Date: \_\_\_\_\_

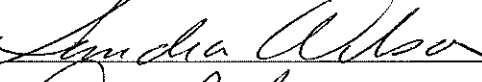
Ratified by:

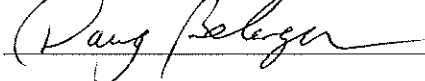
TOWN OF LEICESTER  
BOARD OF SELECTMEN

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

# Memorandum of Agreement

between

The Massachusetts Coalition of Police  
Local 168  
(Patrol Officers Unit)

And

Town of Leicester

2014 – 2017

WHEREAS, the Collective Bargaining Agreement between the Town of Leicester (the "Town") and the Massachusetts Coalition of Police, Local 168, (the "Union") expired on June 30, 2014 (the "former Agreement"), and

WHEREAS, the Town and the Union have negotiated a successor agreement (the "New Agreement") for the period July 1, 2014 through June 30, 2017;

NOW THEREFORE,, the Town and the Union agree that the New Agreement shall consist of the provisions of the former Agreement except as modified as follows:

## 1. Article IV – Court Time

The parties agree to amend Article IV, Court Time effective July 1, 2015, by deleting the word and figure "three (3)" and inserting the word and figure, "four (4)".

## 2. Article VII – Holiday/Sick Leave

The parties agree to amend Section 1 by adding after the words and figure, "June 1" a new sentence which shall read, "The employee shall notify the Chief of Police prior to March 1 of their intention to sell back such personal time."

### 3. Article XIX – Wages

- a. The parties agree to amend Section 1 as follows:
  - i. Effective July 1, 2014 increase the base wage rate by two and one-half percent (2.5%)
  - ii. Effective July 1, 2015 increase the base wage rate by two and one-half percent (2.5%)
  - iii. Effective July 1, 2016 increase the base wage rate by two and one-quarter percent (2.25%)

- b. The parties agree to further amend Section 1 by adding the following language to the second paragraph:

It is acknowledged that employees have the ability to roll current eligible stipends into base wages for up to 3 years in advance of retirement, and that the maximum amount of time that said stipends will be included as part of the employee's base wage is three (3) years. Should the employee remain employed with the Town for more than three (3) years after the employee elects to exercise this option, stipends shall no longer be included as part of the employee's base wages, but will revert to stand alone payments.

- c. The parties agree to amend Section 3 Longevity effective July 1, 2015, by increasing the annual amount of longevity pay from \$150.00 for every five years of service to \$200.00 for every five years of service.
- d. The parties agree to amend Section 6 Court Officer Stipend by increasing the amount of the annual stipend from "\$750" to "\$1,000".
- e. The parties agree to amend Section 7 Detective Stipend by increasing the amount of the annual stipend from "\$750" with "\$1,000".
- f. The parties agree to amend the Article by adding a new Section 10, which will provide as follows:

Direct Deposit. Effective July 1, 2014, or on such later date as may be determined by the Town, all employee wage payments shall be electronically forwarded by the Town directly to a bank account or financial institution designated by the employee for receipt and employees will no longer receive wage payments by check.

g. The parties agree to amend the Article by adding a new Section 11 as follows:

Section 11. Annual Educational Stipend.

(a) Effective July 1, 2016, all officers hired prior to July 1, 2014 with higher education degrees from accredited institutions shall receive an annual education stipend as follows:

Master's Degree:	\$1,500
Bachelor's Degree:	\$1,100
Associates Degree:	\$750

(b) Effective July 1, 2016, all officers hired on July 1, 2014 or thereafter, with higher education degrees from accredited institutions shall receive the same annual education stipends as listed above, provided, however, that to be eligible for the educational stipends for an Associate's Degree or a Bachelor's degree, the degrees must be in Criminal Justice; and, to be eligible for the educational stipend for a Master's Degree earned after July 1, 2014, the Chief of Police must approve of the stipend based upon the coursework.

4. **New Article, Notice of Retirement.**

The parties agree to amend the contract by establishing a new Article entitled, Notice of Retirement, which shall read as follows:

Employees shall notify the Town in writing by March 1 if they are retiring in the following fiscal year. This notification shall not require an employee to retire in the ensuing fiscal year should there be a life event that causes the employee to desire to remain employed.

5. **New Article, Training Reimbursement**

The parties agree to establish a new Article entitled, *Training Reimbursement*, which will read as follows:

1. Any person who enters and graduates from the Full-Time Police Academy (the "Academy") will be expected to remain in the employment of the Town of Leicester for a period of not less than three (3) years, commencing from the date of graduation from the Academy.

2. If the officer leaves the employment of the Town for any reason (voluntarily or involuntarily) during that three (3) year period, the officer shall reimburse the Town for the amount of the fee paid by the Town for his/her attendance at the Academy.

For every month that the officer remains in the employment of the Town during the three (3) year period, the officer's liability to the Town will be reduced by 1/36<sup>th</sup>.

3. The Town shall be authorized to deduct from the officer's final paycheck any amount due and payable to the Town to the extent allowed by law, the amount of reimbursement owed by the

officer to the Town pursuant to this Article, and the officer shall be liable for the remaining amount owed to the Town.

4. This reimbursement requirement shall be a condition of employment, and will not be subject to the grievance arbitration procedure.

6. This Article shall be effective for police officers who graduate from the Basic Training Academy after July 1, 2014, and shall be required to execute Attachment A in order to be eligible to attend the Basic Training Academy.

6. **New Article IB – Rights and Responsibilities** – The parties recognize the rights and responsibilities of each other that are set forth in the National Labor Relations Act. Any violation of these rights and responsibilities is subject to the complaint/enforcement process defined therein.

7. **Article XXXVII – Duration of Agreement** - The parties agree to amend Section 1 of the Article to provide for an effective date of July 1, 2014, except as otherwise provided for, and a termination date of June 30, 2017.

8. **Appendix B** – The parties agree to amend the contract by removing Appendix B in its entirety as it is no longer valid, and reserving Appendix B for future use.

This Agreement is subject to ratification by the Town of Leicester and by the Massachusetts Coalition of Police, Local 168 and to appropriation by the Town. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement and the funds have been appropriated by the Town Meeting.


This Agreement has been duly executed by authorized representatives of the Town of Leicester and by the Massachusetts Coalition of Police, Local 168

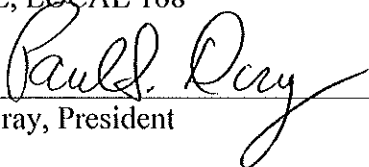
IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives,  
have set their hands to this Memorandum of Agreement on this 11<sup>th</sup> day of ~~July~~ August, 2014. (KRB)

TOWN OF LEICESTER

RATIFIED BY:

MASSACHUSETTS COALITION OF  
POLICE, LOCAL 168

  
Kevin Mizikar, Town Administrator

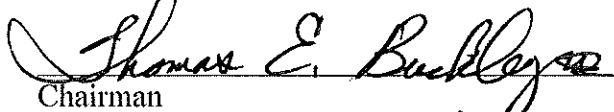
  
Paul Doray, President

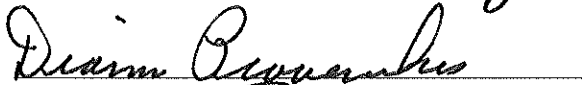
Date: 8/4/14

Date: 8/11/14

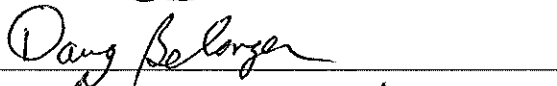
Ratified by:

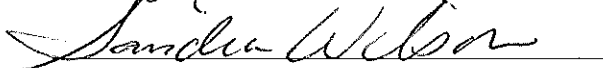
TOWN OF LEICESTER  
BOARD OF SELECTMEN

  
Chairman









# Memorandum of Agreement

between

The Massachusetts Coalition of Police  
Local 168  
(Sergeants' Unit)

And

Town of Leicester

2014 – 2017

WHEREAS, the Collective Bargaining Agreement between the Town of Leicester (the "Town") and the Massachusetts Coalition of Police, Local 168, (the "Union") expired on June 30, 2014 (the "former Agreement"), and

WHEREAS, the Town and the Union have negotiated a successor agreement (the "New Agreement") for the period July 1, 2014 through June 30, 2017;

NOW THEREFORE, the Town and the Union agree that the New Agreement shall consist of the provisions of the former Agreement except as modified as follows:

## **1. Article IV – Court Time**

The parties agree to amend Article IV, Court Time effective July 1, 2015, by deleting the word and figure "three (3)" and inserting the word and figure, "four (4)".

## **2. Article VII – Holiday/Sick Leave**

The parties agree to amend Section 1 by adding after the words and figure, "June 1" a new sentence which shall read, "The employee shall notify the Chief of Police prior to March 1 of their intention to sell back such personal time."

**3. Article VIII – Bereavement Leave/Personal Leave**

The parties agree to amend section Section.(c) by adding “niece” and “nephew”.

**4. Article XIX – Wages**

a. The parties agree to amend Section 1 as follows:

- i. Effective July 1, 2014 increase the base wage rate by two and one-half percent (2.5%)
- ii. Effective July 1, 2015 increase the base wage rate by two and one-half percent (2.5%)
- iii. Effective July 1, 2016 increase the base wage rate by two and one-quarter percent (2.25%)

b. The parties agree to further amend Section 1 by adding the following language to the second paragraph:

It is acknowledged that employees have the ability to roll current eligible stipends into base wages for up to 3 years in advance of retirement, and that the maximum amount of time that said stipends will be included as part of the employee’s base wage is three (3) years. Should the employee remain employed with the Town for more than three (3) years after the employee elects to exercise this option, stipends shall no longer be included as part of the employee’s base wages, but will revert to stand alone payments.

c. The parties agree to amend Section 3.a. Court Officer Stipend by increasing the amount of the annual stipend from “\$750” to “\$1,000”.

d. The parties agree to amend Section 3.b. Detective Stipend by increasing the amount of the annual stipend from “\$750” with “\$1,000”.

e. And further add subsection 3.c. Administrative Sergeant Stipend: On an annual basis the Town will pay any sergeant assigned to the Administrative Sergeant position a stipend of \$1,040.

f. The parties agree to amend the Article by adding a new Section 7, which will provide as follows:

Direct Deposit. Effective July 1, 2014, or on such later date as may be determined by the Town, all employee wage payments shall be electronically forwarded by the Town directly to a bank account or financial institution designated by the employee for receipt and employees will no longer receive wage payments by check.



- g. The parties agree to amend the Article by adding a new Section 8 as follows:

Section 8. Annual Educational Stipend.

- (a) Effective July 1, 2016, all officers hired prior to July 1, 2014 with higher education degrees from accredited institutions shall receive an annual education stipend as follows:

Master's Degree:	\$1,500
Bachelor's Degree:	\$1,100
Associates Degree:	\$750

- (b) Effective July 1, 2016, all officers hired on July 1, 2014 or thereafter, with higher education degrees from accredited institutions shall receive the same annual education stipends as listed above, provided, however, that to be eligible for the educational stipends for an Associate's Degree or a Bachelor's degree, the degrees must be in Criminal Justice; and, to be eligible for the educational stipend for a Master's Degree earned after July 1, 2014, the Chief of Police must approve of the stipend based upon the coursework.

5. **Article XXXI – Duration of Agreement** - The parties agree to amend Section 1 of the Article to provide for an effective date of July 1, 2014, except as otherwise provided for, and a termination date of June 30, 2017.

6. **Article XXXVII - Longevity**

- a. The parties agree to amend Section XXXVII Longevity, effective July 1, 2015, by increasing the annual amount of longevity pay from \$150.00 for every five years of service to \$200.00 for every five years of service.

7. **New Article, Notice of Retirement.**

The parties agree to amend the contract by establishing a new Article entitled, Notice of Retirement, which shall read as follows:

Employees shall notify the Town in writing by March 1 if they are retiring in the following fiscal year. This notification shall not require an employee to retire in the ensuing fiscal year should there be a life event that causes the employee to desire to remain employed.

8. **New Article I(b) – Rights and Responsibilities** – The parties recognize the rights and responsibilities of each other that are set forth in the National Labor Relations Act. Any violation of these rights and responsibilities is subject to the complaint/enforcement process defined therein.

9. **New Article, Cellular Phone/Smartphone Reimbursement**

The parties agree to amend the contract by establishing a new Article entitled, Cellular Phone/Smartphone Reimbursement, which shall read as follows:

Employees, upon submission of proper documentation of payment as determined by the Town, shall be reimbursed up to fifty (\$50.00) dollars per month for use of their personal cellular/smartphones for official police business matters. Employees will be required to provide the Town with the contact number for such a device in advance of the first month for which they will seek reimbursement. Employees shall utilize their phone in accordance with Departmental Policies.

10. **Appendix B** – The parties agree to amend the contract by removing Appendix B in its entirety as it is no longer valid, and reserving Appendix B for future use.

This Agreement is subject to ratification by the Town of Leicester and by the Massachusetts Coalition of Police, Local 168 and to appropriation by the Town. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement and the funds have been appropriated by the Town Meeting.

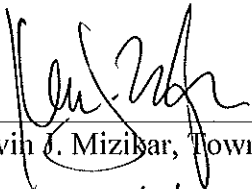
This Agreement has been duly executed by authorized representatives of the Town of Leicester and by the Massachusetts Coalition of Police, Local 168

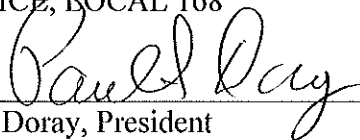
IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 22<sup>nd</sup> day of September, 2014,

TOWN OF LEICESTER

RATIFIED BY:

MASSACHUSETTS COALITION OF  
POLICE, LOCAL 168

  
Kevin J. Mizikar, Town Administrator

  
Paul Doray, President

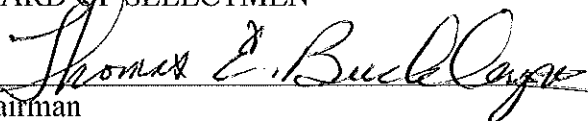
Date: 10/1/14

9/30/14


Date: \_\_\_\_\_

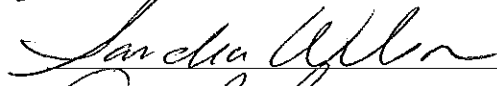
Ratified by:

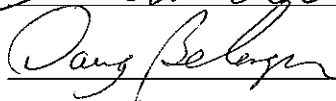
TOWN OF LEICESTER  
BOARD OF SELECTMEN

  
Chairman









# Memorandum of Agreement

between

The Massachusetts Coalition of Police  
Local 168  
(Patrol Officers' Unit)

And

Town of Leicester

2017 – 2020

WHEREAS, the Collective Bargaining Agreement between the Town of Leicester (the "Town") and the Massachusetts Coalition of Police, Local 168, (the "Union") will expire on June 30, 2017 (the "former Agreement"), and

WHEREAS, the Town and the Union have negotiated a successor agreement (the "New Agreement") for the period July 1, 2017 through June 30, 2020;

NOW THEREFORE, the Town and the Union agree that the New Agreement shall consist of the provisions of the former Agreement except as modified as follows:

## **1. Article VI – Clothing Allowance**

The parties agree to amend Article VI, Clothing Allowance effective July 1, 2017, by deleting the figure "\$1,425" and inserting the figure, "\$1,525". This increase shall be in form of "store credit" that will be paid by the Town.

## **2. Article XI – Sick Leave**

The parties agree to add a Section 3A as follows "Any officer who is out sick on any super holiday (Thanksgiving, Christmas, or New Year's): Three consecutive shifts; Five shifts in any given month; Ten days in a 6 month period; and/or Fifteen days in a year shall bring in a doctor's note in order to return to work. Any delay in returning to work (shifts missed) based upon being unable to ascertain a note (authorization to return to work or remaining out sick) will require the officer to be placed on unpaid status."

The parties agree to amend Article XI, Sick Leave Section 6 by striking the word and figure "Fifty-Five (55)" in two places and replacing it with the word and figure "Forty-Five (45)" in two place, and adding the following language after the last sentence of this section "Should the employee provide "Notice of Retirement" in accordance with Article XXXVII and not use more than three (3) sick days collectively during the Eighteen (18) months prior to their date of retirement, the employee shall be entitled to receive payment for an additional fifteen (15) days of sick time for a total of sixty (60) days.

**3. Article XIX – A. Required Training**

The parties agree to amend Article XIX A. Required Training by adding the following language to the end of Section 2. "Firearms tests will be offered during a set schedule as approved by the Chief three times per year once in each of the following timeframes: July-September, October-December, and April-June. Officers who are unable to complete the firearms stipend qualification during the designated time frame are ineligible for the stipend."

**4. Article XIX – B. Physical Fitness Program**

The parties agree to amend Article XIX B. Physical Fitness Program by inserting the following language at the end of Section 3c. "Physical fitness tests will be posted during a timeframe (2 weeks) in the spring and the fall. Officers must complete their test during this time period. Officers who fail to complete the test during this time period are ineligible for the physical fitness stipend.

**5. Article XX – Wages**

a. The parties agree to amend Section 1 as follows:

- i. Effective July 1, 2017 increase the base wage rate by three and one-half percent (3.5%)
- ii. Effective July 1, 2018 increase the base wage rate by three percent (3.0%)
- iii. Effective July 1, 2019 increase the base wage rate by three and one-half percent (3.5%)

b. The parties agree to amend Section 11 by replacing the current stipends listed by level of degree with the following:

- a. Master's Degree \$1,650
- b. Bachelor's Degree \$1,210
- c. Associate's Degree \$825

## **6. Article XXI - Overtime**

The parties agree to amend Section XXI Overtime Section 4(c) by striking the figure \$45.00 and replacing it with the figure \$50.00.

The parties agree to further amend Section XXI Overtime by adding the following language as subsection (d) to Section 4. "Any officer who calls in sick for a shift shall be ineligible to work overtime (excluding court time) and/or details for 48 hours. The 48 hours commences at the time the shift that the officer called in sick for ended. Example: Officer calls in sick 3 PM – 11 PM on Monday; officer cannot work overtime and/or details until Wednesday at 11PM."

The parties agree to further amend Section XXI Overtime by amending Section 5 to provide that the detail overtime rate shall be a maximum of \$75.00 per hour with no exceptions.

This Agreement is subject to ratification by the Town of Leicester and by the Massachusetts Coalition of Police, Local 168 and to appropriation by the Town. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement and the funds have been appropriated by the Town Meeting.

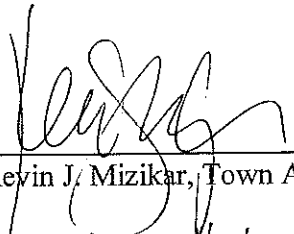
This Agreement has been duly executed by authorized representatives of the Town of Leicester and by the Massachusetts Coalition of Police, Local 168

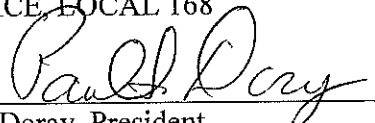
IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 22<sup>nd</sup> day of September, 2014,

TOWN OF LEICESTER

RATIFIED BY:

MASSACHUSETTS COALITION OF  
POLICE, LOCAL 168

  
\_\_\_\_\_  
Kevin J. Mizikar, Town Administrator

  
\_\_\_\_\_  
Paul Doray, President

Date: 4/3/2017

4/8/17

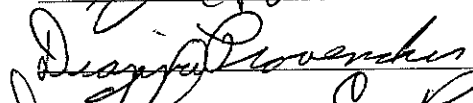
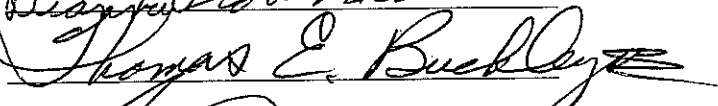

Date: April 3, 2017

Ratified by:

TOWN OF LEICESTER  
BOARD OF SELECTMEN

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_

  
  
\_\_\_\_\_  
  
\_\_\_\_\_

# Memorandum of Agreement

between

The Massachusetts Coalition of Police  
Local 168  
(Patrol Officers' Unit)

And

Town of Leicester

2017 – 2020

WHEREAS, the Collective Bargaining Agreement between the Town of Leicester (the "Town") and the Massachusetts Coalition of Police, Local 168, (the "Union") will expire on June 30, 2017 (the "former Agreement"), and

WHEREAS, the Town and the Union have negotiated a successor agreement (the "New Agreement") for the period July 1, 2017 through June 30, 2020;

NOW THEREFORE,, the Town and the Union agree that the New Agreement shall consist of the provisions of the former Agreement except as modified as follows:

## **1. Article VI – Clothing Allowance**

The parties agree to amend Article VI, Clothing Allowance effective July 1, 2017, by deleting the figure "\$1,425" and inserting the figure, "\$1,525". This increase shall be in form of "store credit" that will be paid by the Town.

## **2. Article XI – Sick Leave**

The parties agree to add a Section 3A as follows "Any officer who is out sick on any super holiday (Thanksgiving, Christmas, or New Year's): Three consecutive shifts; Five shifts in any given month; Ten days in a 6 month period; and/or Fifteen days in a year shall bring in a doctor's note in order to return to work. Any delay in returning to work (shifts missed) based upon being unable to ascertain a note (authorization to return to work or remaining out sick) will require the officer to be placed on unpaid status."



The parties agree to amend Article XI, Sick Leave Section 6 by striking the word and figure "Fifty-Five (55)" in two places and replacing it with the word and figure "Forty-Five (45)" in two places, and adding the following language after the last sentence of this section "Should the employee provide "Notice of Retirement" in accordance with Article XXXVII and not use more than three (3) sick days collectively during the Eighteen (18) months prior to their date of retirement, the employee shall be entitled to receive payment for an additional fifteen (15) days of sick time for a total of sixty (60) days.

**3. Article XIX – A. Required Training**

The parties agree to amend Article XIX A. Required Training by adding the following language to the end of Section 2. "Firearms tests will be offered during a set schedule as approved by the Chief three times per year once in each of the following timeframes: July-September, October-December, and April-June. Officers who are unable to complete the firearms stipend qualification during the designated time frame are ineligible for the stipend."

**4. Article XIX – B. Physical Fitness Program**

The parties agree to amend Article XIX B. Physical Fitness Program by inserting the following language at the end of Section 3c. "Physical fitness tests will be posted during a timeframe (2 weeks) in the spring and the fall. Officers must complete their test during this time period. Officers who fail to complete the test during this time period are ineligible for the physical fitness stipend.

**5. Article XX – Wages**

a. The parties agree to amend Section 1 as follows:

- i. Effective July 1, 2017 increase the base wage rate by three and one-half percent (3.5%)
- ii. Effective July 1, 2018 increase the base wage rate by three percent (3.0%)
- iii. Effective July 1, 2019 increase the base wage rate by three and one-half percent (3.5%)

b. The parties agree to amend Section 11 by replacing the current stipends listed by level of degree with the following:

- a. Master's Degree \$1,650
- b. Bachelor's Degree \$1,210
- c. Associate's Degree \$825

## **6. Article XXI - Overtime**

The parties agree to amend Section XXI Overtime Section 4(c) by striking the figure \$45.00 and replacing it with the figure \$50.00.

The parties agree to further amend Section XXI Overtime by adding the following language as subsection (d) to Section 4. "Any officer who calls in sick for a shift shall be ineligible to work overtime (excluding court time) and/or details for 48 hours. The 48 hours commences at the time the shift that the officer called in sick for ended. Example: Officer calls in sick 3 PM – 11 PM on Monday; officer cannot work overtime and/or details until Wednesday at 11PM."

The parties agree to further amend Section XXI Overtime by amending Section 5 to provide that the detail overtime rate shall be a maximum of \$75.00 per hour with no exceptions.

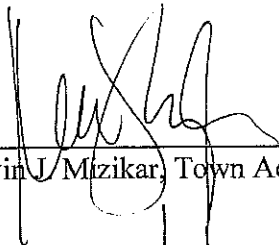
This Agreement is subject to ratification by the Town of Leicester and by the Massachusetts Coalition of Police, Local 168 and to appropriation by the Town. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement and the funds have been appropriated by the Town Meeting.

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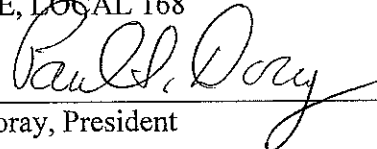
IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 22<sup>nd</sup> day of September, 2014,

TOWN OF LEICESTER

RATIFIED BY:

  
\_\_\_\_\_  
Kevin J. Mizikar, Town Administrator  
  
Date: 4/3/2017

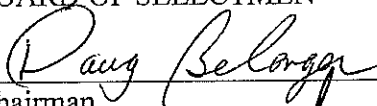

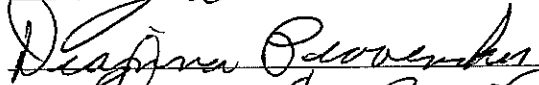
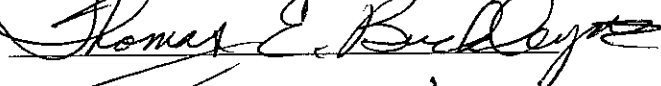
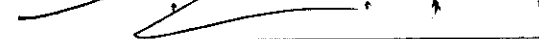
MASSACHUSETTS COALITION OF  
POLICE, LOCAL 168

  
\_\_\_\_\_  
Paul Doray, President  
  
4/8/17

Date: April 3, 2017

Ratified by:

TOWN OF LEICESTER  
BOARD OF SELECTMEN

  
\_\_\_\_\_  
Chairman  
  
  
\_\_\_\_\_  
  
  
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# Local 168 Patrolman Wage Schedule

corr 52.15

## FY17 (2.25%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	46,267.48	51,440.76	52,713.22	54,006.54	56,426.30	58,741.76	59,868.20
Weekly	887.20	986.40	1,010.80	1,035.60	1,082.00	1,126.40	1,148.00
Hourly	22.18	24.66	25.27	25.89	27.05	28.16	28.70

## FY18 (3.5%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	47,894.56	53,234.72	54,548.90	55,904.80	58,408.00	60,806.90	61,954.20
Weekly	918.40	1,020.80	1,046.00	1,072.00	1,120.00	1,166.00	1,188.00
Hourly	22.96	25.52	26.15	26.80	28.00	29.15	29.70
3.50%	22.96	25.52	26.15	26.80	28.00	29.15	29.70

## FY19 (3%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	49,333.90	54,840.94	56,175.98	57,573.60	60,160.24	62,621.72	63,810.74
Weekly	946.00	1,051.60	1,077.20	1,104.00	1,153.60	1,200.80	1,223.60
Hourly	23.65	26.29	26.93	27.60	28.84	30.02	30.59
3.00%	23.65	26.29	26.93	27.60	28.84	30.02	30.59

## FY20 (3.5%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	51,065.28	56,760.06	58,136.82	59,597.02	62,267.10	64,812.02	66,042.76
Weekly	979.20	1,088.40	1,114.80	1,142.80	1,194.00	1,242.80	1,266.40
Hourly	24.48	27.21	27.87	28.57	29.85	31.07	31.66
3.50%	24.48	27.21	27.87	28.57	29.85	31.07	31.66

Longevity

diff 200/5yrs

Clothing

1525 paid 1425

100 by town

Education

1650 masters

1210 bachelors

825 associates

Firearms

1875 625\*3

PT

1750 paid 1000/750

# Memorandum of Agreement

between

The Massachusetts Coalition of Police  
Local 168  
(Sergeant's Unit)

And

Town of Leicester

2017 – 2020

WHEREAS, the Collective Bargaining Agreement between the Town of Leicester (the "Town") and the Massachusetts Coalition of Police, Local 168, (the "Union") will expire on June 30, 2017 (the "former Agreement"), and

WHEREAS, the Town and the Union have negotiated a successor agreement (the "New Agreement") for the period July 1, 2017 through June 30, 2020;

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The parties agree to amend Article VI, Clothing Allowance effective July 1, 2017, by deleting the figure "\$1,425" and inserting the figure, "\$1,525". This increase shall be in form of "store credit" that will be paid by the Town.

## **2. Article XII – Sick Leave**

The parties agree to add a Section 3A as follows "Any officer who is out sick on any super holiday (Thanksgiving, Christmas, or New Year's): Three consecutive shifts; Five shifts in any given month; Ten days in a 6 month period; and/or Fifteen days in a year shall bring in a doctor's note in order to return to work. Any delay in returning to work (shifts missed) based upon being unable to ascertain a note (authorization to return to work or remaining out sick) will require the officer to be placed on unpaid status."

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**3. Article XIX – A. Required Training**

The parties agree to amend Article XIX A. Required Training by adding the following language to the end of Section 2. "Firearms tests will be offered during a set schedule as approved by the Chief three times per year once in each of the following timeframes: July-September, October-December, and April-June. Officers who are unable to complete the firearms stipend qualification during the designated time frame are ineligible for the stipend."

**4. Article XIX – B. Physical Fitness Program**

The parties agree to amend Article XIX B. Physical Fitness Program by inserting the following language at the end of Section 3c. "Physical fitness tests will be posted during a timeframe (2 weeks) in the spring and the fall. Officers must complete their test during this time period. Officers who fail to complete the test during this time period are ineligible for the physical fitness stipend.

**5. Article XX – Wages**

a. The parties agree to amend Section 1 as follows:

- i. Effective July 1, 2017 increase the base wage rate by three and one-half percent (3.5%)
- ii. Effective July 1, 2018 increase the base wage rate by three percent (3.0%)
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b. The parties agree to amend Section 11 by replacing the current stipends listed by level of degree with the following:

- a. Master's Degree \$1,650
- b. Bachelor's Degree \$1,210
- c. Associate's Degree \$825

**6. Article XXI - Overtime**

The parties agree to amend Section XXI Overtime Section 4(c) by striking the figure \$45.00 and replacing it with the figure \$50.00.

**7. Article XXXVI – Weekend On-Call Sergeant**

The parties agree to amend Section XXXVI increasing the on-call stipend rates by \$50.00.

The parties agree to further amend Section XXI Overtime by adding the following language as subsection (d) to Section 4. "Any officer who calls in sick for a shift shall be ineligible to work overtime (excluding court time) and/or details for 48 hours. The 48 hours commences at the time the shift that the officer called in sick for ended. Example: Officer calls in sick 3 PM – 11 PM on Monday; officer cannot work overtime and/or details until Wednesday at 11PM."

The parties agree to further amend Section XXI Overtime by amending Section 5 to provide that the detail overtime rate shall be a maximum of \$75.00 per hour with no exceptions.

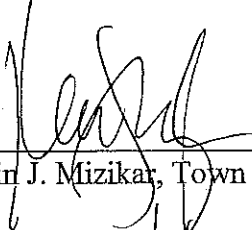
This Agreement is subject to ratification by the Town of Leicester and by the Massachusetts Coalition of Police, Local 168 and to appropriation by the Town. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement and the funds have been appropriated by the Town Meeting.

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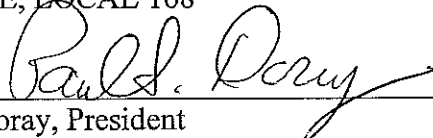
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TOWN OF LEICESTER

RATIFIED BY:

  
\_\_\_\_\_  
Kevin J. Mizikar, Town Administrator

MASSACHUSETTS COALITION OF  
POLICE, LOCAL 168

  
\_\_\_\_\_  
Paul Doray, President

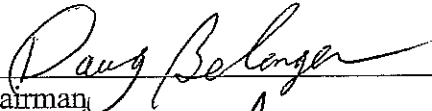
Date: 4/3/17

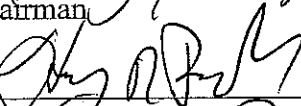
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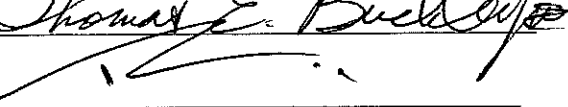
Ratified by:

TOWN OF LEICESTER  
BOARD OF SELECTMEN

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_



# **Memorandum of Agreement**

between

The Massachusetts Coalition of Police  
Local 168  
(Sergeant's Unit)

And

Town of Leicester

JANUARY 7, 2019 to JUNE 30, 2020

WHEREAS, the Collective Bargaining Agreement between the Town of Leicester (the "Town") and the Massachusetts Coalition of Police, Local 168, (the "Union") is in force for the period of July 1, 2017 through June 30, 2020 (the "Current Agreement"), and

WHEREAS, the Town and the Union have negotiated an amendment to said Collective Bargaining Agreement (the "Amendment") for the period January 7, 2019 through June 30, 2020;

NOW THEREFORE, the Town and the Union agree that the Amendment shall be inserted into the Current Agreement. The modifications to the Current Agreement, as amended, are listed below:

## **1. Article XXXXI – Lieutenant Position**

Article XXXXI

Lieutenant Position

Effective January 7, 2019, the Town hereby creates the position of Police Lieutenant. Said position shall be filled from within the ranks of the Leicester Police Department. The Union understands and agrees that the creation of the Lieutenant position shall cause the elimination of one (1) Sergeant's position.

## 2. Article XIX - Wages

### Section 5: Supervisor Differential

- c. Effective July 1, 2008, the Lieutenant salary schedule will maintain an 18.5% salary differential from the Sergeants.

It is further agreed that the Lieutenant shall be entitled to the same incentives, stipends and benefits as Sergeants as enumerated in the Current Agreement. It is also agreed that the Lieutenant shall also be held to all of the position requirements as enumerated in the Current Agreement.

## APPENDIX A

### Police Lieutenant Pay:

From the effective date of January 7, 2019 until and including June 30, 2020, the wage rates shall be as follows:

#### **FY19 (3%)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	69,313.19	77,112.54	79,067.74	81,022.95	84,611.08	88,091.78	89,789.16
Weekly	1,329.11	1,478.67	1,516.16	1,553.65	1,622.46	1,689.20	1,721.75
Hourly	33.23	36.97	37.90	38.84	40.56	42.23	43.04

#### **FY20 (3.5%)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	71,739.15	79,811.47	81,835.12	83,858.76	87,572.47	91,174.99	92,931.78
Weekly	1,375.63	1,530.42	1,569.23	1,608.03	1,679.24	1,748.32	1,782.01
Hourly	34.39	38.26	39.23	40.20	41.98	43.71	44.55

Furthermore, the Town and the Union hereby agree that this amendment, and all previous Memorandum of Agreements, will be incorporated into a Collective Bargaining Agreement that reflects all MOA's and amendments by June 30, 2019.

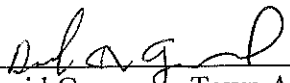
This Agreement has been duly executed by authorized representatives of the Town of Leicester and by the Massachusetts Coalition of Police, Local 168

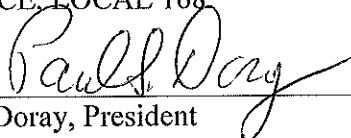
IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives,  
have set their hands to this Memorandum of Agreement on this 7<sup>th</sup> day of January 2019,

TOWN OF LEICESTER

RATIFIED BY:

MASSACHUSETTS COALITION OF  
POLICE, LOCAL 168

  
David Genereux, Town Administrator

  
Paul Doray, President

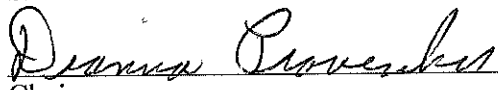
Date: 1/7/19

1/3/19

Date: \_\_\_\_\_

Ratified by:

TOWN OF LEICESTER  
SELECTBOARD

  
Chair

