

**AGREEMENT**

between

**TOWN OF WAKEFIELD**

and

**MASSACHUSETTS COALITION OF POLICE,**

**WAKEFIELD DIVISION**

**EFFECTIVE**

**JULY 1, 2014 - JUNE 30, 2017**



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**AGREEMENT**

between

**TOWN OF WAKEFIELD**

and

**MASSACHUSETTS COALITION OF POLICE, WAKEFIELD**

**DIVISION**

**THROUGH JUNE 30, 2017**

**PREAMBLE**

WHEREAS the MASSACHUSETTS COALITION OF POLICE, WAKEFIELD DIVISION (the "Union") is the exclusive representative of certain employees of the TOWN OF WAKEFIELD (the "Town"), and

WHEREAS the parties desire to establish and maintain harmonious relations and a state of mutual understanding and cooperation between them.

NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

**ARTICLE 1**

**RECOGNITION**

1.1 The Town recognizes the Massachusetts Coalition of Police, Wakefield Division (the "Union") as the exclusive representative of all

patrolmen and permanent reserve officers, employed by the Town excluding sergeants, lieutenants, the Chief of Police and excluding all other Town employees, for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment. The term "employee" or "employees" refers to persons for whom the Union is the recognized exclusive representative.

1.2 It is understood that since the Union is the exclusive representative with respect to conditions of employment, the Union shall be given reasonable notice and an adequate opportunity to bargain over contemplated changes in the working conditions. The Town will not be arbitrary in making any such changes.

1.3 The Town will not discriminate against any employee on the basis of race, religion, color, national origin, sex, or handicap.

1.4 Non-unit employees will not be used to perform bargaining unit work except in the case of an emergency, in the judgment of the Chief of the Department, where such act would result in the layoff of a unit employee or a reduction in normal shift hours and/or personnel.

## **ARTICLE 2**

### **UNION SECURITY**

2.1 The Town agrees to deduct Union dues in such amount as

prescribed by the Constitution and/or By-Laws of the Union, and communicated to the Town, bi-weekly from the pay of each employee who executes or has executed an appropriate form of authorization of check-off and to remit monthly the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. The authorization form in Section 2.6 is deemed an appropriate form.

2.2 Upon compliance by the Union with the necessary statutory requirements, the Town will require as a condition of employment the payment of an agency service fee, the amount of which fee shall be certified to the Town by the Treasurer of the Union as proportionately commensurate with the cost of collective bargaining and contract administration, by any employee who is not a member of the Union on or after the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is the later. The Town agrees that upon appropriate written authorization executed by such employee it will deduct the agency service fee once each month following the receipt of such certification by the Town, from the pay of the employee, and will remit the aggregate amount of such deductions to the Treasurer of the Union. Any such authorization for the deduction of an agency service fee may be withdrawn by the employee by giving not less than 60 days written notice to the Town and by filing a copy with the Union. The authorization form in

Section 2.7 is deemed an appropriate form.

2.3 The Union agrees to hold the Town harmless for action taken by the Town pursuant to this Article.

2.4 It is the responsibility of the Union to provide the check-off forms and to have them executed by any employee.

2.5 The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership or lawful Union activities.

2.6 AUTHORIZATION FOR PAYROLL DEDUCTION

By: \_\_\_\_\_ (Employee)

To: \_\_\_\_\_ (Employer)

Effective \_\_\_\_\_, I hereby request and authorize you to  
(Date)

deduct from my earnings each \_\_\_\_\_ the amount of \$ \_\_\_\_\_.  
(Period)

This amount shall be paid to the Treasurer of the Massachusetts Coalition of Police, Wakefield Division and represents payment of my dues.

These deductions may be terminated by me by giving you a 60 days' written notice in advance or upon termination of my employment.



(Employee's Signature)

\_\_\_\_\_  
(Employee's Signature)

2.7 AUTHORIZATION FOR AGENCY SERVICE FEE DEDUCTION

By: \_\_\_\_\_  
(Employee)

To: \_\_\_\_\_  
(Employee)

Effective \_\_\_\_\_, I hereby request and authorize you to  
(Date of Employment)

deduct from my earnings an Agency Service Fee, the amount of which fee shall be certified to the Town by the treasurer of the Massachusetts Coalition of Police, Wakefield Division as proportionately commensurate with the cost of collective bargaining and contract administration. This amount shall be paid to the treasurer for the Massachusetts Coalition of Police, Wakefield Division and represents payment of my Agency Service Fee.

These deductions may be terminated by me by giving you a 60 days' written notice in advance or upon termination of my employment.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Employee's Signature)

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

3.1 The Town reserves and retains all rights and authority not expressly abridged by the specific provisions of this Agreement.

### **ARTICLE 4**

#### **GRIEVANCE PROCEDURE**

4.1 Only matters involving questions whether the Town is complying with its obligations under this Agreement, including matters involving the meaning, application or interpretation of the Agreement, shall constitute a grievance under this Article.

4.2 Grievances shall be submitted and answered in writing at each step, shall be dated when submitted and answered at each step and shall be processed in the following manner:

Step 1. Between the Union Representative and the Chief of the

Department. If the grievance is not settled within 4 business days of the date on which the grievance is filed, exclusive of the date filed, the Union may process the grievance at Step 2 within an additional 4 business days.

Step 2. Between the Union Representative and an official designated by the Board of Selectmen. If the grievance is not settled within 5 business days of the date on which the grievance is presented at Step 2, the Union may process the grievance at Step 3 within an additional 5 business days.

Step 3. Between the Union and the Town's Grievance Committee. The Union may be represented at this Step by the Union Representative, the employee and by not more than 3 other representatives of the Union who may or may not be employees of the Town. The Town's Grievance Committee shall not exceed 5 in number. Any grievance not settled within 10 business days of the date on which the grievance was presented at Step 3, may be referred to arbitration, as provided in Section 4.5 within an additional 30 days.

4.3 Grievances must be presented in writing within 15 days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based.

4.4 The time limits may be extended in any particular case by the written agreement of the parties. The Union Representative may be accompanied at any Step of the Grievance procedure by a representative of the

Union who is not an employee.

4.5 Grievances not settled in the Steps of the grievance procedure may be referred to an arbitrator agreed upon by the parties. If the parties are unable to agree upon an arbitrator within 14 days of the demand for arbitration, the arbitrator shall be designated by the Federal Mediation and Conciliation Service under its procedures. The fees and expenses of the arbitrator shall be shared equally by the parties.

4.6 The arbitrator shall be without power to alter, amend, add to or detract from the language of this Agreement or to hold ex parte hearings. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law. The arbitrator shall submit his decision in writing.

4.7 The Union shall furnish to the Town the name of the Union Representative immediately after his designation, and the Union shall notify the Town of any changes.

4.8 The Union Representative shall be granted reasonable time off during working hours to investigate and settle grievances without loss of pay or loss of other benefits.

4.9 The grievant, the members of the Union Grievance Committee not to exceed 3, and any employees called as witnesses will be granted leave without loss of pay for the time needed for the arbitration appearance,

provided such employees do not have to be replaced at additional cost to the Town. The Chief of the Department will cooperate to permit swap time to protect such employees against loss of pay for attendance at the arbitration hearing. Employees called by the Town will be considered on duty during an arbitration or Civil Service appearance, but the Chief shall have the right to make reassignments to avoid additional cost involved in calling such witnesses. Similar appearances not required by the Town before a Civil Service or Retirement Board shall be without pay, but the Chief shall cooperate in permitting swap time for such appearances.

4.10 The standard for discipline and discharge shall be just cause. The submission to arbitration of a grievance involving discipline or discharge shall constitute an election of arbitration as the exclusive method of resolution of the dispute, in accordance with G.L. C. 150E, §8.

## **ARTICLE 5**

### **NO STRIKES OR STOPPAGES**

5.1 It shall be unlawful and a violation of this Agreement for any employee to engage in, induce or encourage any strike, work stoppages, slowdown or withholding of service by employees covered by this Agreement.

5.2 The Town agrees that the Union shall not be liable for any violation of Section 5.1 which the Union has not authorized, sanctioned or ratified and the Union agrees that in the event of any violation of Section 5.1 it will in good faith try to bring such violation to an end as soon as possible.

## **ARTICLE 6**

### **STABILITY OF AGREEMENT**

6.1 No agreement, understanding, alteration or variation of the terms of this Agreement shall bind the parties unless executed in writing.

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

6.3 The Classification and Compensation Plans and Personnel By-Law of the Town of Wakefield, (the "Personnel By-Law") are incorporated by reference and made a part of this Agreement limited however to the extent that the provisions of the Personnel By-Law are applicable to the employee for whom the Union is recognized as the exclusive representative under Article 1 of this Agreement. Benefits provided under this Agreement and benefits involving

wages, hours and working conditions under the Personnel By-Laws applicable to employees covered by this Agreement shall not be diminished because of changes in the Personnel By-Law during the term of this Agreement.

6.4 The Rules and Regulations of the Police Department in effect on January 1, 1995, supersede any inconsistent or conflicting provision of this Agreement. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Department after January 1, 1995. In the event any mandatory statute relating to members of the Police Department provides or sets forth benefits or terms in excess of or more advantageous to the employees than the benefits or terms of this Agreement, the provisions of such statute, to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous to the employees than those provided or set forth in any such statute, the provisions of this Agreement shall prevail to the extent permitted by law.

6.5 Should any part of this Agreement be rendered or declared invalid by reason of legislation or by judgment of a court of competent jurisdiction the remaining parts of this Agreement shall not be invalidated; provided, however, upon such invalidation the parties agree to meet within 30 days and negotiate

concerning the parts affected. The remaining parts shall remain in full force and effect.

## **ARTICLE 7**

### **WEEKLY SALARY SCHEDULE**

7.1 Bi - weekly salary schedules are set forth in the attached Salary Schedule and reflect the following increases:

Effective	July 1, 2007	2.0%
	July 1, 2008	2.0%
	July 1, 2009	0.00%
	July 1, 2010	0.00%
	January 1, 2011	1.5%
	July 1, 2011	1%
	January 1, 2012	1%
	July 1, 2012	1%
	January 1, 2013	1.25%
	July 1, 2013	1.25%
	January 1, 2014	1.25%
	July 1, 2014	1.25%
	January 1, 2015	1.25%
	July 1, 2015	1.25%



January 1, 2016	1.5%
July 1, 2016	1.5%
January 1, 2017	1.5%

Effective July 1 of 2012, a new Step V {III for patrolmen specialists} shall be added to Appendix A, which step shall reflect an increase in base pay of an additional 2%. Effective July 1 of 2013, this Step V {III for patrolmen specialists} shall be increased by an additional 2%.

Departmental Professional Certification Achievement Merit Pay:

The Department has achieved certification from the Massachusetts Police Accreditation Commission and is intending to apply for accreditation by that body and/or by such other bodies as may be determined by the Chief and the Town Administrator from time to time in their sole discretion. In order to maintain this professional credential and to be eligible to move to the next step, periodic recertification is required. The parties agree to make good faith efforts to maintain certification and to achieve such other certification/accreditation determined by the Chief from time to time.

In recognition of the department having achieved certification from the Massachusetts Police Accreditation Commission, each active officer will be eligible for departmental professional certification achievement merit pay (payable over the course of the year at the same times and in the same manner

as base pay) of 1% base salary effective July 1, 2012, and additional 1% effective July 1, 2013 (2%), and an additional of 1% effective July 1, 2014 (3%), and an additional 1% effective July 1, 2015 (4%) and an additional 1% effective July 1, 2016 (5%). Eligibility for this pay will cease immediately in the event of the loss or failure to renew certification (provided that such loss or failure is due to affirmative action or inaction by the Union and not due to any action taken or inaction of the Town).

7.2 In the application of the Salary Schedule an employee at minimum will be eligible on July 1 and January 1 to receive the increment between minimum and the next step, provided he has been at minimum for a period of not less than 6 months. An employee above minimum will be eligible on July 1 and January 1 for the increment to the next step, provided he has been at his existing step for a period of not less than 12 months.

All employees eligible for an increase under the Salary Schedule shall be reviewed for consideration of such increase on the basis of merit and if an employee is denied the increase, the reasons for such denial shall be made available to the employee and the Union and such denial shall be subject to the provisions of the grievance procedure. An employee denied an increase under this provision as of July 1 shall be reviewed again for such increase as of January 1.

7.3 An employee promoted to a higher grade shall receive an increase of not less than 4%.

7.4 Employees assigned to the specialist positions of Detective, Police Prosecutor, or Records Clerk shall be paid at the rate set as the Salary Schedule for Specialist attached as Schedule B. The Police Prosecutor shall make every reasonable effort to avoid scheduling officers for court on short shift days.

#### 7.5 Physical Fitness Incentive

Employees shall be afforded the option to complete an optional physical fitness test according to the Cooper Standards. The test shall be given once a year in the fall or more often as necessary so each officer shall be given one opportunity per year to take the test. Those who pass at the 45% level shall be eligible for following stipend.

This amount shall not be added to the base salary and shall not be considered in calculating retirement benefits.

FY 2015 - \$500

FY 2016 - \$750

FY 2017 - \$1,000

The above stipends are only paid upon passing the test annually. The FY 2015 and FY 2016 test shall be administered by July 1 of 2015. If an officer passes

that test, she/he will receive both the 2015 and 2016 stipends. The union may have an observer at the test. Any injuries suffered during the test shall be treated as on the job injuries pursuant to MGL Chapter 111F.

The Town and Union agree to form a committee to review and make recommendations regarding the implementation of the Physical Fitness Incentive for the life of this agreement. The results of this incentive testing shall not be used for any purpose other than payment of this incentive.

## **ARTICLE 8**

### **HOURS OF DUTY**

8.1 Employees shall be scheduled to work regular tours of duty and each tour of duty shall have a regular starting time and quitting time. The present system of working 4 consecutive days on with 2 consecutive days off shall remain in effect, subject to such exceptions as are part of the present system.

8.2 The regular schedule of shift hours shall be three 8- hour shifts. The regularly established scheduled of shift hours shall be as follows:

DAY SHIFT -7:30 A.M. to 3:30 P.M.

NIGHT SHIFT - First Half 3:30 P.M. to 11:30 P.M.

NIGHT SHIFT - Second Half 11:30 P.M. to 7:30 A.M.

8.3 The Chief of the Department may establish such other tours of duty as he, in his discretion, shall determine are in the interest of the Town.

8.4 Nothing in this Article shall be construed to prevent the Chief from making temporary emergency assignments which deviate from established schedules.

8.5 A night shift employee, both first half and second half shifts, shall receive a premium of 6% above the day shift rate of pay for all night shift hours worked effective July 1, 2014, 7% effective July 1, 2015 and 8% effective July 1, 2016, and his overtime rate of pay shall be one and one half times said night shift rate of pay for all shifts. The night premium shall be applicable to a day shift employee called in to work a night shift as defined in Section 8.2 and the overtime rate of pay of a day shift employee called in to work nights shall be one and one half times the night shift rate of pay.

EXAMPLE: If the day shift rate of pay were \$1 per hour, the night shift rate of pay would be \$1.08 (8%) per hour, the overtime rate of pay for the day shift would be \$1.50 per hour and the overtime rate of pay for the night shift would be \$1.62 per hour. All night shift overtime would be paid for at the rate of \$1.62 per hour. All day shift overtime by a night shift employee would also be paid for at \$1.62 per hour.

8.6 An employee working a weekend day shift, Saturday or Sunday, shall receive a weekend day shift premium of 6% effective July 1, 2014, 7% effective July 1, 2015 and 8% effective July 1, 2016. A night shift employee working a

weekend day shift shall not receive the weekend day shift premium in addition to the night shift premium, but shall only receive compensation based upon his night shift rate of pay. A day shift employee who works overtime on a Saturday or Sunday on any shift shall have his overtime rate of pay calculated to include the 6% premium, effective July 1, 2014, thereby resulting in an effective premium of one and one half times the premium (9%). Effective July 1, 2015, the weekend differential shall be increased from 6% to 7% thereby resulting in an effective premium of one and one half times the premium (10.5%). Effective July 1, 2016, the weekend differential shall be increased from 7% to 8% thereby resulting in an effective premium of one and one half times the premium (12%).

8.7 The night shift and weekend day shift premiums shall be applicable to regular tours of duty, vacations, holidays, bereavement leave, personal days and absence from work because of work-related injury. The night shift and weekend premiums shall be applicable to any absence where an employee had he worked would have received such premium.

## **ARTICLE 9**

### **OVERTIME**

9.1 Employees may be required to work overtime as the needs of the Town require. All assigned or authorized overtime work performed prior to the

scheduled starting time or subsequent to the scheduled time for conclusion of an employee's tour of duty shall be paid for at the rate of 1-1 ½ times the employee's regular straight time hourly rate. The regular straight time hourly rate shall be the regular weekly salary divided by 39 hours.

9.2 If an employee who has left his last duty assignment after having completed his regular tour of duty is recalled to duty and reports for duty, or if an employee is recalled on a regularly scheduled day off or during his vacation and reports for duty, the employee shall be paid overtime at the rate of 1- ½ time for all such duty and shall be guaranteed a minimum of 4 hours duty or pay at the overtime rate. Employees shall be recalled from vacation only in the case of emergency. It is understood that this 4 hour guaranty does not apply when an employee is called to duty prior to the normal starting time of his scheduled tour of duty and works continuously from the time he reports into his scheduled tour of duty, in which event such employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour of duty.

9.3 To the extent practical the Town will follow the policy of equitable distribution of overtime within the rank and classification starting with the senior employee. To the extent practical the Town will follow the policy of calling in employees of equal rank as substitutes for absent employee.





9.4 Overtime pay shall not be due for:

- (a) swapped tours of duty between employees;
- (b) overtime hours resulting from a change in hours of duty at an employee's request; and
- (c) overtime hours resulting from a change from one tour of duty to another tour of duty.

## **ARTICLE 10**

### **COURT TIME**

10.1 An off-duty employee required to attend any court proceeding in any official capacity, whether or not called as a witness, complainant or defendant, shall be entitled to receive time and one half, less any witness fees received, for each hour or fraction thereof during which he is in such attendance but in no event shall such compensation be less than 4 hours pay for attendance in District court and no less than 6 hours pay for attendance in Superior Court.

This section is subject to the Settlement Agreement that is signed and dated July 26, 2000, and attached as Exhibit A.

10.2 An employee performing court time duty until noon or thereafter, after completing a last half tour of duty and scheduled to report for a first half tour of duty on the same day, upon not less than 2 hours notice to the shift

commander on duty at time of call, may report for work 2 hours later than his scheduled starting time and work until the end of his scheduled tour of duty without loss of pay. In the alternative, said employee may report at his/her regularly scheduled time and leave two hours prior to the end of the shift so long as he gives notice to the shift commander at least two hours prior to the start of his/her regular shift.

10.3 An employee with the consent of the Chief of the Department may take compensatory time off in lieu of court time pay on a straight time basis.

10.4 Employees shall be provided with transportation to and from court in a police department vehicle. However, if no police department vehicle is available, employees shall be authorized to use private cars for transportation to court on Police Department business and will be reimbursed for parking fees and for the use of such private cars at the rate of \$.17 per mile.

## **ARTICLE 11**

### **EMPLOYEE INTERROGATION AND FILES**

11.1 An employee required to appear before the Chief of the Department for possible disciplinary action shall be paid for having been called in or for time spent in such appearance, provided, however, if disciplinary action is imposed and finally upheld, the Town may withhold from subsequent pay the amount of pay for time spent in such appearance. An employee required to

appear for possible disciplinary action will be called in during regular duty hours unless urgent circumstances require otherwise. An employee shall have the right to have an attorney and/or a Union Representative present if he is being interrogated about conduct which could involve civil or criminal liability or possible disciplinary action. Appearance and interrogation under this Article shall be at the police station.

11.2 Whenever there is a complaint or a charge against an employee, the Chief of the Department may discuss it with the employee on an informal basis.

11.3 In the event of a complaint or charge against an employee and an employee is called for interrogation which may lead to disciplinary action, or is otherwise made the subject of possible disciplinary action, there shall be available to the employee prior to any interrogation the complaint or charges in writing, whether made by departmental or civilian personnel, the names and addresses of complainants and witnesses, any report submitted by the employee with respect to the situation and access to relevant departmental files.

11.4 No material relating to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had the opportunity to read the material and also to acknowledge in writing that he has read it.

11.5 The employee shall have the right to answer any material filed and

to include the answer within the file.

11.6 The employee shall have the right upon request at reasonable times to examine his personnel file and to have a copy of any material in it.

11.7 An employee may have information removed from his file by use of the grievance procedure, on the grounds that information in his file is improper, incorrect, or irrelevant to the employment relationship.

11.8 The Town shall not reveal information in an employee's file without the employee's consent except to the extent relevant for the use of the management of the Town or in connection with Town business or when the Town is ordered to release such information by order of court or subpoena. In the event of such order or subpoena, the employee and the Union shall be notified and given an opportunity to oppose compliance by the Town with said court order or subpoena.

## **ARTICLE 12**

### **VACATIONS**

An employee in full time employment shall be granted vacation leave on January first of each year in accordance with the following schedule:

12.1 An employee in full-time employment who has completed 15 but fewer than 30 weeks of service prior to June 1st shall be granted one week of vacation with pay.

12.2 An employee in full-time employment who has completed 30 weeks but fewer than 5 years of service prior to June 1st shall be granted 2 weeks of vacation with pay.

12.3 An employee in full-time employment who has completed at least 5 years but fewer than 10 years of service, (as of the anniversary of the date of hire), will be granted 3 weeks of vacation with pay. Such vacation time is to be allocated on January 1 of the 5<sup>th</sup> year anniversary year, prior to the anniversary date of that calendar year, regardless of actual anniversary date. (Example: If an officer was hired Feb. 5, 2005 (Anniversary date of hire) then on Jan 1, 2010, the officer would be allocated 3 weeks of vacation with pay.)

12.4 An employee in full-time employment who has completed at least 10 years but fewer than 20 years of service , (as of the anniversary of the date of hire), will be granted 4 weeks of vacation with pay. Such vacation time is to be allocated on January 1 of the 10<sup>th</sup> year anniversary year, prior to the anniversary date of that calendar year, regardless of actual anniversary date. (Example: If an officer was hired June 5, 2005 (Anniversary date of hire)

then on Jan 1, 2015, the officer would be allocated 4 weeks of vacation with pay.

12.5 An employee in full-time employment who has completed at least 20 years of service, (as of the anniversary of the date of hire), will be granted 4 weeks and 1 day of vacation with pay. Such vacation time is to be allocated on January 1 of the 20<sup>th</sup> year anniversary year, prior to the anniversary date of that calendar year, regardless of actual anniversary date. (Example: If an officer was hired Oct. 5, 2005 (Anniversary date of hire) then on Jan 1, 2025, the officer would be allocated 4 weeks and 1 day of vacation with pay.)

12.6 An employee in full-time employment who has completed at least 21 years of service, (as of the anniversary of the date of hire), will be granted 4 weeks and 2 days of vacation with pay. Such vacation time is to be allocated on January 1st of the 21st year anniversary year, prior to the anniversary date of that calendar year, regardless of actual anniversary date. (Example: If an officer was hired Feb. 5, 2005 (Anniversary date of hire) then on Jan 1, 2026, the officer would be allocated 4 weeks and 2 days of vacation with pay.)

12.7 An employee in full-time employment who has completed at least 22 years of service, (as of the anniversary of the date of hire), will be granted 4 weeks and 3 days of vacation with pay. Such vacation time is to be

allocated on January 1st of the 22nd year anniversary year, prior to the anniversary date of that calendar year, regardless of actual anniversary date. (Example: If an officer was hired June 5, 2005 (Anniversary date of hire) then on Jan 1, 2027, the officer would be allocated 4 weeks and 3 days of vacation with pay.)

12.8 An employee in full-time employment who has completed at least 23 years of service, (as of the anniversary of the date of hire), will be granted 4 weeks and 4 days of vacation with pay. Such vacation time is to be allocated on January 1st of the 23rd year anniversary year, prior to the anniversary date of that calendar year, regardless of actual anniversary date. (Example: If an officer was hired Oct 5, 2005 (Anniversary date of hire) then on Jan 1, 2028, the officer would be allocated 4 weeks and four days of vacation with pay.)

12.9 An employee in full-time employment who has completed at least 24 years of service, (as of the anniversary of the date of hire), will be granted 4 weeks and 5 days of vacation with pay. Such vacation time is to be allocated on January 1st of the 24th year anniversary year, prior to the anniversary date of that calendar year, regardless of actual anniversary date. (Example: If an officer was hired Feb 5, 2005 (Anniversary date of hire) then on Jan 1, 2029, the officer would be allocated 4 weeks and 5 days with pay.)

12.10 An employee in full-time employment who has completed at least 25 years of service (as of the anniversary of the date of hire), will be granted 4 weeks and 6 days of vacation with pay. Such vacation time is to be allocated on January 1st of the 25th year anniversary year, prior to the anniversary date of that calendar year, regardless of actual anniversary date. (Example: If an officer was hired June 5, 2005 (Anniversary date of hire) then on Jan 1, 2030, the officer would be allocated 4 weeks and six days with pay.

12.11 An employee in full-time employment who has completed at least 26 years of service (as of the anniversary of the date of hire), will be granted 5 weeks of vacation with pay. Such vacation time is to be allocated on January 1st of the 26th year anniversary year, prior to the anniversary date of that calendar year, regardless of actual anniversary date. (Example: If an officer was hired Oct. 5, 2005 (Anniversary date of hire) then on Jan.1, 2031, the officer would be allocated 5 weeks of vacation with pay.

12.12 Vacation allowance granted under Sections 12.3 through 12.11 above shall not be taken consecutively with that granted under Section 12.2, without advance approval by the Chief. Employees eligible for vacations in excess of 2 weeks may be granted the time off on a consecutive basis outside of the months of June, July and August subject to approval of the Chief of the Department, which shall not be unreasonably withheld.



12.13 Upon the death of an employee who is eligible for a vacation, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as earned in the vacation prior to the employee's death but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.

12.14 Employees who are eligible for vacation and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance as earned, and not granted, in the vacation prior to such dismissal, retirement, or entrance into the armed forces. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement, or entrance into the armed forces occurred up to the time of the employee's separation from the payroll.

12.15 Absences on account of sickness in excess of that authorized under this Agreement or for personal reasons not provided for under sick leave may, at the discretion of the Department Head, be charged to vacation leave.

12.16 An employee shall be granted an additional day's pay if while on vacation leave a designated holiday occurs.

12.17 Vacation leave may be taken any time during the year. Selection of time off for vacation shall be subject to approval of the Chief, consistent with the provisions of this Article and limited to such number on vacation at any one time as the Chief may determine.

12.18 An employee, at the employee's discretion, may carry over to the next year up to two weeks of his/her allotted vacation leave, provided that one week of any vacation leave carried over must be used by May 1<sup>st</sup> of the following year, unless otherwise authorized by the Chief.

### **ARTICLE 13**

#### **JURY DUTY**

13.1 An employee in full-time employment required to serve on the jury shall be paid the difference between compensation received from jury duty and regular compensation rates paid the employees by the Town.

### **ARTICLE 14**

#### **BEREAVEMENT LEAVE**

14.1 Emergency leave of 4 days may be allowed for death in an employee's immediate family, consisting of spouse, parent, child, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, niece, nephew, step child, step parent, sibling of spouse and any other person residing in the employee's immediate household at the time of death.

14.2 Reasonable time off with pay up to a maximum of two days shall be granted to an employee to attend the funeral of an aunt, uncle, first cousin, brother-in-law, or sister-in-law.

## **ARTICLE 15**

### **SICK LEAVE**

15.1 An employee in full-time employment who has completed 30 weeks of service following original employment shall be allowed 12 days' leave with pay each calendar year, provided such leave is caused by sickness or injury or by exposure to contagious disease. Days of sick leave as used in this Article shall mean work days.

15.2 An employee shall be credited with the unused portion of sick leave granted pursuant to Section 15.1, up to a maximum of 150 days.

15.3 If the amount of credit provided under Section 15.2 has been or is about to be exhausted, an employee may make application for additional allowance to that provided under Section 15.1. Such application shall be made to the Department Head who is authorized, with the concurrence of his administrative authority, to grant not to exceed 20 additional sick leave days per annum. Requests for additional sick leave in excess of these 20 days shall be made through the Department Head to the Town Administrator. The Town Administrator is authorized to grant such additional allowance as he may

determine to be equitable after reviewing the recommendation of the Department Head and all other circumstances, including the employee's attendance and performance records. Vacation and all other unused leave must be used up before justified extensions of sick leave are granted in the case of non-service connected injury or illness. It is the intent of this provision to allow the employee the full benefit of the Sick Leave portion of the Town Personnel Bylaws.

15.4 Sick leave must be authorized by the Department Head and must be reported on forms provided for same in accordance with established regulations. A physician's certificate of illness may be required by the Department Head before sick leave is granted.

15.5 Injury, illness or disability self-imposed, or resulting from the use of alcohol or drugs, shall not be considered a proper claim for leave under this Article. Chronic alcoholism for which an employee is taking a corrective or rehabilitation treatment under a doctor's care will qualify for sick leave.

15.6 In the event an employee is considered fit to go back to work by his own doctor after a sick leave, no sick time shall be charged to him after such time as he presents such a certificate of his doctor to the Department Head; provided, however, if a Town doctor later finds that said employee was not fit to return to work, then said days shall be charged to his sick leave. In the event

of a dispute between the two doctors, a final determination shall be made by a third doctor acceptable to both parties.

15.7 An employee incapacitated for duty because of injury sustained in the performance of his duty shall not be marked as being out sick and shall lose no sick leave. He shall be marked injured and shall receive his regular compensation and benefits in accordance with applicable provisions of the Massachusetts General Laws.

15.8 Upon death or retirement, an employee or his/her estate will be paid for 1/3 of all accumulated sick leave days up to a maximum of 1/3 of one hundred and fifty (150) days (50 days maximum). The rate of pay for each accumulated day of paid sick leave will be 1/4 of the employee's weekly wage rate in effect upon the employee's termination from employment.

15.9 The employee and the Town each have the right to select a doctor to examine the employee who is out on injury leave pursuant to M.G.L. Chapter 41, Section 111 F to determine whether the employee is able to return to work.

If the two doctors disagree, a third doctor, also paid by the Town, will be selected by the two doctors to examine the employee. The third doctor will be a certified specialist in the medical field most relevant to the injury and this doctor's opinion will be binding.



## **ARTICLE 16**

### **EMPLOYEE GROUP HEALTH INSURANCE**

16.1 Employees Health Insurance Benefits shall be in accordance with the Public Employee Committee Agreement.

## **ARTICLE 17**

### **PAID DETAILS**

17.1 The Town will follow the policy of equitable distribution of paid details within each rank on a rotation basis starting with seniority. A record of the distribution of said details shall be kept in the form agreed upon by the parties.

17.2 Effective as of the New CBA Effective Date, the paid detail rate shall be \$49.00 per hour. Each January first during the life of this Agreement, the Union shall have the right to increase the detail rate up to \$2.00 per hour.

17.3 It is understood that all street repairs and construction done by contractors hired by the Town of Wakefield, or done by any utilities company or done by any department of the Town of Wakefield where any hazard to the public exists, as determined by the Chief of Police or his designee, where detouring of traffic is required, whether vehicular or pedestrian, a police officer must be hired.

17.4 The minimum guaranty for a paid detail shall be 4 hours work or 4 hours pay, except in the case of liquor serving establishments where it shall be 5 hours, unless a paid detail is canceled with notice of not less than one hour.

Overtime rates at time and one-half the detail rate shall be charged for the following hours: (a) hours worked over 8; (b) hours worked between midnight and 7:00 A.M.; (c) hours worked after 6:00 P.M. on July 3 and December 31; and (d) all hours worked on all Sundays and Holidays, between midnight and 8:00 A.M. on July 5 and between 6 P.M. and midnight on March 17 and the day before Thanksgiving, January 1, July 4, December 25, and between midnight and 8:00 A.M. on July 5. There shall be an eight (8) hour minimum paid for all road construction details after four hours. The eight hour minimum after four hours shall only apply to road construction details performed by non-Town of Wakefield employees.

17.5 That all details worked on or at the premises of an employer where a labor dispute or a strike exists, when the detail is requested by said employer for the protection of his person or property, shall be paid double the usual rate. At no time will any officer on such detail act, or be expected to act, as a strike breaker.

17.6 If any police officer is detailed by the Chief of Police or his designee to work a detail in another town or city, he shall be covered by all the



rights governing an officer in the Town of Wakefield except that his salary shall be the detail rate of an officer of comparable rank and service in the town in which the detail is performed.

17.7 The Chief of the Department at his discretion shall determine whether in any particular situation an officer in charge shall be assigned to a paid detail.

17.8 An employee's claim that he has not received his fair share of details pursuant to the provisions of this Article shall constitute a grievance under this Agreement. The Union's claim that paying details are not being distributed fairly and equitably shall similarly constitute a grievance under this Agreement. The remedy for any such grievance shall be an opportunity to make up for unassigned paid details.

17.9 The detail distribution lists shall be official records of the Department and shall be made available to the Union for its inspection and copying upon its request at reasonable times.

## **ARTICLE 18**

### **MISCELLANEOUS**

18.1 Seniority shall be determined by appointment date from the Civil Service list. In the case of 2 or more officers being appointed on the same date, seniority shall be based upon the order they are on the list as received by the

appointing authority from Civil Service. Department seniority for the purposes of choosing vacation selections and eligibility for rotation to a non specialty position on the day shift will be determined by your date of appointment to the Wakefield Police Department.

18.2 It will be the policy of the Department to allow employees on a non-discriminatory basis to swap work days with each other at no additional cost to the Town under circumstances such as family weddings, & graduations, school reunions, reasonable school attendance in connection with Police Department work and important family functions. This enumeration is meant to be illustrative and such time off or substitution will be permitted under other reasonable circumstances. Requests to swap work days shall be in writing to the Department Head giving the name of the substitute and the date and shift of the proposed swap. If the request is not answered within 24 hours, the request shall be considered granted. For any three month period, an employee shall have the right to swap assigned shifts subject to the approval of the Chief, which approval shall not be unreasonably denied.

18.3 Employees in full-time employment shall be eligible for personal leave of two (2) paid days per year.

18.4 The Town will provide reasonable bulletin board space in the police station for Union Notices concerning Union business and activities.

18.5 Each employee shall be recalled pursuant to Section 9.2, twice per year for retraining in the use of police firearms at a weapon's range selected by the Chief.

18.6 New police vehicles purchased after the effective date of this Agreement will be equipped with air-conditioning.

18.7 All on duty officers shall be assigned one portable working radio each. This includes all officers on details.

18.8 The Town will reimburse employees for personal property damaged or lost in the course of regular duty excluding personal cars and other items covered by insurance. The Employee shall be required to furnish a timely report covering the damage or loss on a form to be made available by the Police Chief.

18.9 An employee who uses no sick leave for the six month period from January 1 through June 30 will earn a personal day to be taken during the following six months. An employee who uses no sick leave for the six month period from July 1 through December 31 will earn a personal day to be taken during the following six months. Up to two personal days may be carried over to the next calendar year.

18.10 Two representatives of the union may be permitted, in the discretion of the Chief, to take time off with pay to attend the Massachusetts Coalition of Police annual convention.

18.11 Effective July 1, 2000, employees may elect to have a "night sight" installed on their official issue Glock firearm at Town expense. Nothing in this section shall be interpreted to impact on the right of the Chief of Police to determine the type of firearm employees shall carry as police officers.

18.12 If the Town makes a dental plan available to other groups, such plan will be made available to employees in this bargaining unit.

18.13 The Town agrees to implement the Home Rule Amendment authorizing the Town to utilize retired Wakefield police officers for certain detail assignments, which is currently pending at the State Legislature, as soon as the Amendment is enacted and made effective.

#### 18.14 Professional Development & Training

The Town agrees to develop a system for the posting and equitable distribution of additional training courses.

The Town agrees to make reasonable attempts including identifying available funds (for both the cost of training as well as overtime costs for shift coverage if necessary) to afford each officer with the opportunity for at least one (1) paid training annually provided that the training supports the officer's role and the overall mission of the Wakefield Police Department

Nothing in this section shall prohibit an officer from attending additional training of his on her own time and at his or her own expense.

#### 18.15 Nasal Naloxone

The Town of Wakefield and the Union agree as follows: Establish policies and procedures that ensure the administration of Nasal Naloxone for the purposes of reducing opiate overdose fatalities.

### ARTICLE 19

### INDEMNIFICATION

19.1 Employees shall be indemnified in accordance with the applicable provisions of Chapter 41, §§ 100, 100E and 100H of the Massachusetts General Laws as now in effect or as hereafter amended.

19.2 In addition to any other statutory indemnification or any other indemnification or any other Articles of the Agreement, each employee shall be indemnified as follows:

(a) The Town agrees to provide legal representation, or at its option reasonable attorney's fees and costs for the defense of any civil or criminal action, including but not limited to complaint application(s), complaint(s), indictment(s), suit(s) or appeals, brought against any police officer or officers on account of any intentional tort or any negligence or violation of the civil rights of any person(s), provided that such officer was acting within the scope of his duties at that time. The officer(s) shall select legal counsel to defend or appear on behalf of such police officer or officers subject to the approval of

the Board of Selectmen. The fee for said services shall be the fee customarily charged in the Metropolitan Boston area for similar legal services.

(b) The officer or officers shall be deemed to be acting within the scope of his official duties until a court, arbitrator or civil service hearing determines that he was not acting within the scope of his official duties. However, prior to said determination being made the officer or officers shall be deemed to be acting within the scope of his official duties until all appeals have been exhausted by said officer or officers. Upon such a determination that the officer(s) was not acting within the scope of his official duties the officer(s) shall reimburse the Town for fees and costs expended in his defense, otherwise he shall not reimburse the Town.

(c) The Town shall not enter any sort of a settlement or agreement for judgment without the consent of the officer or officers, which consent shall not be unreasonably withheld. In the event that there is such an agreement for judgment or settlement entered into voluntarily by the Town, the officer or officers shall be deemed to have been acting within the scope of their official duties. In any instance where the officer or officers are deemed to have been acting within the scope of their official duties the Town shall pay all costs of judgments, interests and related expenses.

(d) It is agreed that the Union and its general counsel shall be provided

with copies of all pleadings, correspondence, and other related documents received or filed by the Town as they are produced and/or sent to appropriate courts and/or other parties throughout the proceedings of any matters which fall within the scope of this Article.

## **ARTICLE 20**

### **CLOTHING AND EQUIPMENT**

20.1 The past practice of the Town in furnishing equipment shall be maintained for the duration of this Agreement including such items as issued sidearm, ammunition, in-service training ammunition, handcuffs, badge, hatshield, holster, box key and handcuff keys and baton.

The Town will also pay for gun permits.

20.2 The annual clothing allowance shall be increased as follows:

July 1, 2014	\$1000.00 - \$1,250
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Clothing as approved by the Chief of the Department may be purchased under the clothing allowance. The initial clothing allowance for a new employee employed for less than one year shall be \$425 and such new employee shall become eligible for the annual clothing allowance on the July 1 following appointment except that if the appointment is on July 1, the new employee shall be eligible for both the initial and annual clothing allowance.

## **ARTICLE 21**

### **HOLIDAYS**

21.1 The employees will be compensated with one-fifth of a week's pay for the following holidays:

New Years Day	January 1
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Patriot's Day	3rd Monday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October Oct. 12
Veteran's Day	November 11
Thanksgiving Day	Last Thursday in November
Christmas Day	December 25

Holiday pay will be paid semi-annually, the first period in June and in December. The Town will make reasonable efforts to issue separate checks for holiday pay.



## ARTICLE 22

### EDUCATIONAL INCENTIVE PROGRAM

#### 22.1

A. The parties agree to establish the Wakefield Police "Quinn Bill"

Substitute Educational Incentive Plan, which shall be the sole education incentive program for those who are eligible for it, namely current and future employees currently participating in the Quinn Bill Education incentive program under G.L., Section 108L, as it existed as of July 1, 2009, as well as employees employed prior to July 1, 2009 who had begun to accumulate points pursuant to GL, c. 41, Section 108L prior to September 1, 2009. Any such employee who had begun to accumulate points pursuant to GL, c. 41, Section 108L, prior to September 1, 2009, shall be allowed to accumulate the maximum number of points permissible as of July 1, 2009.

The percentages under this substitute plan are as follows:

10% for an Associate's degree in law enforcement or criminal justice or 60 points earned toward a Baccalaureate Degree in law enforcement

20% for a Baccalaureate Degree in law enforcement

25% for a Master's Degree in law enforcement or a degree in law

Qualifying degrees and credits will be the same as applied by the

Massachusetts Department of Higher Education for Quinn Bill Benefits as of June 30 2009.

This plan is in substitution for and not in addition to the benefits provided under Section 108L. The change in name was made for clarity purposes and was not intended to affect in any way the Town's ability to apply for and receive reimbursement from the State for benefits paid under the plan. In the event that the change in nomenclature is determined to preclude the Town from securing such reimbursement, the parties agree to make the necessary changes to this section and its descriptive title in order to ensure the Town's ability to secure such reimbursement.

B. Those who are not eligible for the Wakefield Police "Quinn Bill" Substitute Education Incentive Plan will be eligible for the following effective July 1, 2012:

Associates Degree -	5%
Bachelor's Degree -	10%
Master's Degree or higher —	15%

Submission of proof satisfactory to the Chief of achieving the above degree from an accredited college or university in Criminal Justice/Criminology, Emergency Management, Public Administration, Business Management/Administration, Computer Science, International Relations —

Foreign Policy, Political Science, Sociology, Psychology, Law, Law and Public Policy, Biochemistry (Forensic Science), or Homeland Security will be required.

C. Payments under this Article shall be made in the same manner as base pay and shall be included in base pay for computing injured pay, sick pay, vacation pay, holiday pay and percentage based night, shift or weekend differentials, and for overtime purposes.

22.2 After completing five years of full time service as a Wakefield police officer, an officer is entitled to reimbursement of the amount actually paid back to the Town of Wakefield by such officer for tuition paid by the Town of Wakefield for such officer to attend the Police Academy, subject to filing a request for same with the Chief at such time and format as may be prescribed by the Chief from time to time.

*\* Refund deduction  
thru payroll  
8050*

### **ARTICLE 23**

### **LIGHT DUTY**

23.1 No paid leave of any kind shall be continued beyond a total of ten (10) calendar days in the event a physician designated by the appointing authority determines that the police officer is capable of performing limited

police duties on either a full time or less than full time basis, subject only to the provisions contained herein.

23.2 The Chief shall determine whether a position is available which the police officer is capable of performing and may or may not assign him to fill the position at the Chief's discretion. Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief subject only to the provisions contained herein. The ten calendar day periods referred to in this paragraph shall include all time due to an injury or any recurrence of the same injury, whether or not continuous.

23.3 Light or limited duty tasks, may include, without limitation: Dispatching, training, general clerical work, crime prevention (*e.g.*, citizen's assistance and operation ID), assist in property and evidence room, suicide prevention watch, computer operation, supervision (applicable to supervisors only) and any other limited or light duty tasks as assigned by the Chief.

23.4 Most but not all limited or light duty tasks will normally be in-house duties. The Chief will make reasonable efforts whenever possible to make assignments of light duty to the same shift as the officer is currently assigned, but this cannot be guaranteed. If the police officer is determined by the physician designated by the appointing authority to be capable of returning to limited or light duty and he is assigned to same and he does not report for same

and he has not filed a timely appeal hereunder, his pay shall be discontinued and he shall be subject to disciplinary action.

23.5 Officers assigned to light duty may have their schedules changed at the discretion of the Chief and/or designee on days they are assigned to attend job related court proceedings and/or other job related hearings including meetings and the like in preparation for said proceedings/hearings. Officers on scheduled days off while on Light Duty may be eligible to attend court and be compensated as outlined in the contract. Officers assigned to light duty shall not be prohibited from working overtime in a light duty capacity, subject to medical clearance.

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

23.7 An officer assigned to light duty notwithstanding the continuing disagreement of his personal physician after said conferral with the physician designated by the appointing authority shall have the right, within fourteen (14) calendar days after said conference, to appeal to a third physician designated by

the two conferring doctors. During the pendency of this appeal, the officer shall comply with the regulation and order upheld in Atterbury v. Police Commissioner of Boston, 392 Mass. 550 (1984) as set forth in the Chief's memorandum of October 10, 2011. The third physician shall render his/her decision within seven (7) calendar days or as soon as practical thereafter. The decision of the third physician shall be final and binding as to whether the officer is medically capable of being assigned to limited or light duty at that time.

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

23.8 Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein preclude the Town of Wakefield from involuntarily retiring members. Further, nothing herein shall preclude an injured officer from seeking and obtaining treatment for said injury from a

physician of his choice. Nothing herein shall require or preclude the Chief from, or limit his discretion regarding the granting or denying of a request from an officer out on sick leave to work on limited or light duty.

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

## **ARTICLE 24**

### **DURATION OF AGREEMENT**

24.1 This Agreement shall take effect on signing, except as otherwise provided for herein, and shall remain in force until June 30, 2017, and shall then terminate unless extended by agreement of the parties. Should either party desire to negotiate a new collective bargaining agreement to succeed this Agreement, such party shall notify the other party by certified mail. Upon receipt of such notice the parties shall make mutually satisfactory arrangements to begin negotiations within a reasonable time. Notice shall be prior to December 15, 2016.

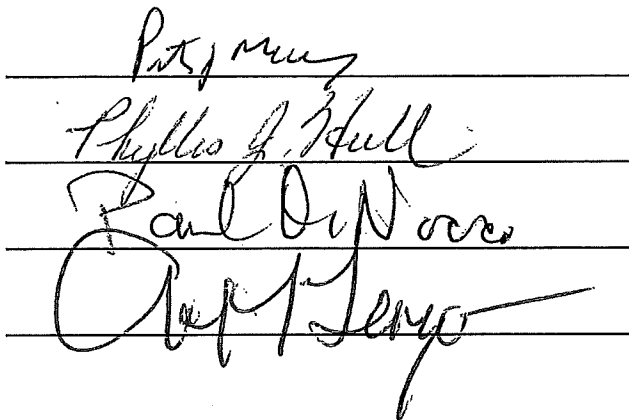
24.2 In the event that in the upcoming negotiations with the Firefighters Union, a funded contract providing for pay or other direct cash compensation increases applicable to all or substantially all of the bargaining unit (effective through June 30, 2017), over existing pay or other direct cash compensation (to include but not limited to COLAs, additional steps and EMT/first responder pay

as opposed to other stipends or benefits such as clothing allowance), which exceeds overall the pay increases provided for herein, the Union may request a reopener on that particular matter, but not as to any other.

24.3 This Agreement is executed in multiple copies, any of which are identical and each of which shall be deemed to be an original. No person seeking to rely upon the terms of this Agreement shall be required to produce or account for more than one original at any hearing.

This Agreement is executed and delivered and is to be construed in accordance with the laws of the Commonwealth of Massachusetts.

**TOWN OF WAKEFIELD  
BY THE BOARD OF SELECTMEN**

The image shows four handwritten signatures, each written over a horizontal line. The signatures are: 1. "P. J. [unclear]" (likely P. J. Murphy), 2. "Phyllis G. Hull", 3. "Paul D. [unclear]" (likely Paul D. [unclear]), and 4. "Chris [unclear]" (likely Chris [unclear]).



**MASSACHUSETTS COALITION  
OF POLICE, WAKEFIELD  
DIVISION**

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**Contract Approved for the Massachusetts Coalition of**

**Police**

Dated: \_\_\_\_\_, 20

**Wakefield Division**

By: \_\_\_\_\_



**MEMORANDUM OF AGREEMENT  
BETWEEN  
TOWN OF WAKEFIELD  
MASSACHUSETTS COALITION OF POLICE  
WAKEFIELD DIVISION**

This Memorandum of Agreement ("2017 MOA") is entered into this day 27<sup>th</sup> of MARCH, 2017 between the Town of Wakefield ("Town") and the Massachusetts Coalition Of Police Wakefield Division ("Union")

Whereas, the Town and the Union have concluded negotiations over terms for a collective bargaining agreement to succeed the collective bargaining agreement ("2014-2017 Agreement") between the parties:

Now, therefore, in consideration of the mutual promises and agreements contained herein, the parties mutually agree that the 2014-2017 agreement shall be amended with the provisions as outlined below incorporated into a new agreement ("2017-2020 Agreement").

All changes shall become effective as of the date specified; if no effective date is specified, changes shall become effective as of the effective date of this Agreement.

1. **Article VII – SALARY SCHEDULE.-** Section 7.1

Effective July 1, 2017	1.50% Cost of Living adjustment
Effective January 1, 2018	1.50% Cost of Living adjustment
Effective July 1, 2018	1.50% Cost of Living adjustment
Effective January 1, 2019	1.50% Cost of Living adjustment

Effective July 1, 2019

1.50% Cost of living adjustment

Effective January 1, 2020

1.50% Cost of living adjustment

An employee in full time employment who has completed at least 15 years of service (as of the anniversary of the date of hire) shall be eligible for the a step increase of 2 percent. This step shall be allocated on January 1<sup>st</sup> of the 15<sup>th</sup> anniversary calendar year.

An employee in full time employment who has completed at least 20 years of service (as of the anniversary of the date of hire) shall be eligible for the a step increase of 2 percent. This step shall be allocated on January 1<sup>st</sup> of the 20<sup>th</sup> anniversary calendar year.

An employee in full time employment who has completed at least 25 years of service (as of the anniversary of the date of hire) shall be eligible for the a step increase of 2 percent. This step shall be allocated on January 1<sup>st</sup> of the 25<sup>th</sup> anniversary calendar year.

Effective 7/1/18 a specialized training increase of 1% shall be added to the base salary.

## **2) ARTICLE VII PHYSICAL FITNESS INCENTIVE – Section 7.5**

The following sentence shall be added to the end of this section

“All payments due under this section shall be paid to the eligible officers on or before the last pay period in July of the following fiscal year.”

## **3) ARTICLE X COURT TIME**

Section 10.1 Shall be deleted in its entirety and replaced with the following:

“10.1 An off-duty employee required to attend any court proceeding in any official capacity, whether or not called as a witness, complainant or defendant, shall be entitled to receive time and one half, less any witness fees received, for each hour or fraction thereof during which he is in such attendance but in no event shall such compensation be less than 4 hours pay for attendance in District court and no less than 4 hours pay for attendance in Superior Court.

#### **4) ARTICLE XV SICK LEAVE –**

Section 15.2 shall be replaced as follows:

“An employee shall be credited with the unused portion of sick leave granted pursuant to section 15.1 up to the maximum of 180 days per the following schedule: December 31, 2017 160 days, December 31, 2018 170 days, December 31, 2019 180 days. The number of sick days accumulated for payment and formula therein in section 15.8 remains unchanged.

#### **5) ARTICLE XVIII MISCELLANEOUS**

Section 18.16 Residency shall be added as follows:

“The parties agree that Wakefield Police Officers of any rank may reside beyond any limits set forth in state law: including Chapter 31 section 58 and Chapter 41 section 99A. However, all sworn officers must live within the Commonwealth of Massachusetts (provided same is within 25 miles of Wakefield) and per Wakefield Police Department policy all officers are required to hold a Massachusetts Driver’s License. Distance of residence shall not be an excuse for any incidents of tardiness”

Section 18.17 Electronic Control Weapons (ECW) shall be added as follows:

“The Town of Wakefield and the Union agree as follows: Officers shall be trained, equipped and carry Electronic Control Weapons (ECW) pursuant to department policy upon ratification of this agreement by Town Meeting.”

## **6) ARTICLE XX CLOTHING AND EQUIPMENT**

Article 20.2 shall be deleted in its entirety and replaced with the following:

“Officers shall no longer receive an annual clothing allowance. In lieu of the allowance the base salary shall be increased by \$850.00 on July 1, 2017. Officers are expected to maintain the standards of uniform as set forth in the policies and procedures of the department.”

## **7) ARTICLE XXIV DURATION OF THE AGREEMENT**

Article 24 shall be deleted in its entirety and replaced with the following:

### **DURATION OF AGREEMENT**

24.1 This Agreement shall take effect on signing, except as otherwise provided for herein, and shall remain in force until June 30, 2020, and shall then terminate unless extended by agreement of the parties. Should either party desire to negotiate a new collective bargaining agreement to succeed this Agreement, such party shall notify the other party by certified mail. Upon receipt of such notice the parties shall make mutually satisfactory arrangements to begin negotiations within a reasonable time.

Notice shall be prior to December 15, 2019.

24.3 This Agreement is executed in multiple copies, any of which are identical and each of which shall be deemed to be an original. No person seeking to rely upon the terms of this Agreement shall be required to produce or account for more than one original at any hearing.

### 8) Ratification

This agreement is subject to the following:

- A. Ratification by both the Town and the Union
- B. An appropriation pursuant to MGL c. 150E, S7(b), by Town Meeting of Sufficient funds to fund the cost of the items.

**Town of Wakefield**

**Massachusetts Coalition of Police  
Wakefield Division**

By: [Signature] *Chair*  
By: [Signature] *Nore*  
By: [Signature] *Am Santos*  
By: [Signature] *Phyllis J Hill*

By: [Signature] *Meaghan Rolito - President*  
By: [Signature] *TREASURER*  
By: [Signature] *- VICE President*  
By: [Signature] *9. - SEC*

By: Prady

Date: 03/27/17

By: \_\_\_\_\_

By: \_\_\_\_\_

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



**MEMORANDUM OF AGREEMENT  
BETWEEN  
TOWN OF WAKEFIELD  
MASSACHUSETTS COALITION OF POLICE  
WAKEFIELD DIVISION**

Commented [SM1]:

Commented [SM2]:

This Memorandum of Agreement ("2020 MOA") is entered into this day \_\_\_\_ of \_\_\_\_\_, 2020 between the Town of Wakefield ("Town") and the Massachusetts Coalition Of Police Wakefield Division ("Union")

Whereas, the Town and the Union have concluded negotiations over terms for a collective bargaining agreement to succeed the collective bargaining agreement ("2017-2020 Agreement") between the parties:

Now, therefore, in consideration of the mutual promises and agreements contained herein, the parties mutually agree that the 2017-2020 agreement shall be amended with the provisions as outlined below incorporated into a new agreement ("2020-2023 Agreement").

All changes shall become effective as of the date specified; if no effective date is specified, changes shall become effective as of the effective date of this Agreement.

**1. Article VII – SALARY SCHEDULE.- Section 7.1**

Effective July 1, 2020	1.50% Cost of Living adjustment
Effective January 1, 2021	1.50% Cost of Living adjustment
Effective July 1, 2021	3.00% Cost of Living adjustment
Effective July 1, 2022	2.50% Cost of living adjustment

Specialized Training compensation shall be added to the base salary as follows:

Effective July 1, 2020 an additional .5% (1.5% total)  
Effective July 1, 2021 an additional .5 % (2.00% total)  
Effective July 1, 2022 an additional 1% (3.00% total)

## **2) FIELD OFFICER TRAINING**

Section 7.6 Field Officer Training Officer shall be added to the contract as follows:

An employee assigned as Field Training Officer (FTO) will attend a Field Training Officer certification course approved by the Police Chief. Any course fees will be paid for by the Department. An FTO will receive an 8% per hour increase on their base pay during any shift that they are assigned to a newly hired officer in training. (Base pay will include any educational incentives). The length of the field training phase for a newly hired officer will be determined by the Police Chief.

## **3) Ratification**

This agreement is subject to the following:

- A. Ratification by both the Town and the Union
- B. An appropriation pursuant to MGL c. 150E, S7(b), by Town Meeting of Sufficient funds to fund the cost of the items.

**Town of Wakefield**

**Massachusetts Coalition of Police  
Wakefield Division**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

By: Maureen Pabro

By: [Signature]

By: David Morales Jr.

By: Kenneth Silva

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