

**AGREEMENT**

**BETWEEN THE**

**TOWN OF NORTH ANDOVER**

**AND**

**NEW ENGLAND POLICE BENEVOLENT ASSOCIATION**

**LOCAL 2**

**EFFECTIVE JULY 1, 2007 through JUNE 30, 2009**

|  |    |
|--|----|
| ARTICLE II: RECOGNITION CLAUSE .....                 | 4  |
| ARTICLE III: MANAGEMENT RIGHTS .....                 | 4  |
| ARTICLE IV: UNION RIGHTS AND PRIVILEGES.....         | 5  |
| ARTICLE V: NON-DISCRIMINATION .....                  | 5  |
| ARTICLE VI: SENIORITY .....                          | 5  |
| Section 1: Seniority List.....                       | 5  |
| Section 2: Seniority Shift Bidding.....              | 6  |
| ARTICLE VII: PROMOTIONS .....                        | 6  |
| ARTICLE VIII: COMPENSATION .....                     | 6  |
| Section 1: Salary Schedule.....                      | 7  |
| Section 2: Step Rate Increase.....                   | 7  |
| Section 3: Night Differential.....                   | 8  |
| Section 4: Special Assignments.....                  | 8  |
| Section 5: Longevity Increments: .....               | 9  |
| Section 6: Education/Career Incentive Pay.....       | 9  |
| Section 7: Overtime and Paid Details.....            | 10 |
| Section 8: Court Time.....                           | 11 |
| Section 9: Translation Pay.....                      | 11 |
| Section 10: Announced Retirement Pay.....            | 11 |
| ARTICLE IX: WORK SCHEDULE .....                      | 11 |
| ARTICLE X: FRINGE BENEFITS.....                      | 12 |
| Section 1. Holidays.....                             | 12 |
| Section 2: Personal Days.....                        | 13 |
| Section 3: Vacation Leave.....                       | 13 |
| Section 4: Sick Leave.....                           | 15 |
| Section 5: Sick Leave Bank.....                      | 16 |
| Section 6: Bereavement Leave.....                    | 18 |
| Section 7: Terminal Leave.....                       | 18 |
| Section 8: Uniform Allowance.....                    | 18 |
| Section 9: Liability Insurance.....                  | 19 |
| ARTICLE XI: GRIEVANCE AND ARBITRATION PROCEDURE..... | 19 |
| ARTICLE XII: DISCIPLINE AND DISCHARGE.....           | 20 |
| ARTICLE XIII: STRIKES .....                          | 20 |
| ARTICLE XIV: UNION DUES .....                        | 21 |
| ARTICLE XV: SHIFT SWAPS .....                        | 21 |
| ARTICLE XVI: DISABILITY LEAVE.....                   | 21 |
| ARTICLE XVII: FIREARMS PERMITS .....                 | 22 |

ARTICLE XVIII: WEAPONS PROFICIENCY ..... 22  
ARTICLE XIX: DEFIBRILLATON PROFICIENCY ..... 23  
ARTICLE XX: ENHANCED TRAINING DIFFERENTIAL ..... 23  
ARTICLE XXI: CANINE OFFICERS..... 23  
ARTICLE XXII: STABILITY OF AGREEMENT..... 25  
ARTICLE XXIII: DURATION OF AGREEMENT ..... 26  
ATTACHMENT A ..... 27  
SIDE LETTER 1 ..... 28

## **ARTICLE I: PREAMBLE**

**WHEREAS**, the Union and the Town ascribe to, and recognize the mission and purpose and the Police Department is to provide quality law enforcement in an efficient manner; and

**WHEREAS**, the individual members of the Union are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public; and

**WHEREAS**, the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased moral and efficiency;

**THEREFOR**, the Agreement is entered into between the Town of North Andover, hereinafter referred to as the "The Town", and the NEPBA, Local 2, hereinafter referred to as the "Union". It is the Intent and purpose of this Agreement to assure sound and mutually beneficial working conditions and to provide a means of resolving any misunderstanding or differences which may arise, and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

## **ARTICLE II: RECOGNITION CLAUSE**

The Town hereby recognizes the New England Police Benevolent Association, Local 2, as the exclusive representative of all permanent police officers and sergeants in the North Andover Police Department, for the purpose of bargaining with respect to wages, hours of work, and other conditions of employment. The bargaining unit shall exclude all ranks above that of sergeant and all employees who are not permanent members of the department. Members of the Police Department above the rank of Sergeant are specifically excluded from the bargaining unit.

## **ARTICLE III: MANAGEMENT RIGHTS**

The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the Town in regard to the operation of its work and business and the direction of its work force which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town.

Without limiting the generality of the foregoing, the Town retains the rights and responsibility:

- (1) to hire, discharge, transfer, suspend and discipline employees;
- (2) to determine the number of employees required to be employed, laid off or discharged;
- (3) to determine the qualifications of employees;
- (4) to determine the starting and quitting time;
- (5) to make any and all reasonable rules and regulations;
- (6) to determine the work assignments of its employees;
- (7) to determine the basis for selection, retention and promotion of employees; and

- (8) to determine the methods and means of operations including but not limited to type of equipment, facilities and work processes to be used.

#### **ARTICLE IV: UNION RIGHTS AND PRIVILEGES**

All job benefits heretofore enjoyed by the employees, either by State Statute, Personnel By-Law or Civil Service, which are not specifically provided for or abridged in this Agreement, are hereby protected by this Agreement. Where subject matter is covered by both this Agreement and the Personnel By-Law, the language of the Agreement shall control. All other benefits which are enjoyed by the employees covered by this Agreement are hereby protected by this Agreement.

The employer agrees to provide time off without loss of compensation or benefits for up to two (2) members of the union bargaining committee, who might otherwise be scheduled to work, for the purpose of meeting with the employer's bargaining committee in the course of negotiating a collective bargaining agreement. The employer agrees to provide time off without loss of compensation or benefits for one (1) union officer and one (1) employee for the purpose of meetings with the employer in order to process grievances.

#### **ARTICLE V: NON-DISCRIMINATION**

The Town and the Union agree that neither will interfere with, restrain or coerce employees in the exercise of their rights guaranteed by the General Laws and that neither will discriminate, nor cause the other to discriminate with respect to appointment, tenure or employment and any term or condition of employment based upon membership or non-membership in the union or based upon participation or non-participation in legal union activities.

#### **ARTICLE VI: SENIORITY**

##### **Section 1: Seniority List**

- A. The Town shall prepare and maintain, subject to examination and grievance by the Union, a seniority list to record the status of each member in the Unit. Seniority shall be determined by the date the employee is appointed as a permanent employee. In the event that two or more employees are appointed permanent on the same day, seniority shall be determined by the date the employee was appointed as a reserve. If such employees were appointed as reserves on the same day, seniority shall be determined based upon their graded ranking on the civil service list from which they were appointed. Seniority for sergeants shall be determined by the date of appointment as a sergeant. The Town shall be responsible for posting the list in the station. The Union shall be provided with a copy of the seniority list and shall be notified of all changes. Any objections to the seniority list shall be subject to the grievance procedure, such grievance shall be filed within ten (10) days of notification or it shall stand approved.

Section 2: Seniority Shift Bidding

- A. Seniority for the purposes of this section is defined as: "Continuous service as a full-time Police Officer with the North Andover Police Department accruing from the first day of the most recent appointment."
- B. Every first of February, full-time Patrol Officers and Sergeants shall indicate their first, second and third shift preferences for shift assignment. Sergeants may also elect to bid a fourth preference of the split night shift. Within thirty (30) days of the bidding, the Police Chief will assign shifts according to the following process:

The most senior Officer will receive his/her first choice of shift preference followed in turn by other Officers in descending order of their seniority. When shifts are filled, then Officers will be granted their second choice while available.

- C. The following positions are excluded from the shift bidding process:

- Four (4) Detectives
- One (1) Court Officer
- One (1) Safety Officer
- One (1) School Resource Officer
- One (1) DARE Officer
- Two (2) Traffic Officers

It is agreed that the Town shall have the right to assign newly hired police officers to any shift. Such officers shall not be eligible to participate in seniority shift bidding, under Section 2B above, until the annual shift bid following successful completion of the one-year probationary period required by civil service law.

- D. Shift reassignment contrary to the shift bidding process may be employed once per calendar year per Officer for disciplinary purposes for a period not to exceed thirty (30) days, during which time the most junior Officer assigned to the affected shift will be reassigned. A written description of the reason for this disciplinary action will be immediately placed on file with the Union President.
- E. Full-time patrol officers and sergeants with bidding rights under Section 2B above shall also have the right to bid their group preferences and be assigned to groups by seniority.

**ARTICLE VII: PROMOTIONS**

Vacancies will be filled in accordance with the provisions of civil service law and rules.

**ARTICLE VIII: COMPENSATION**

Section 1: Salary Schedule.

- A. Employees covered by this Agreement shall receive bi-weekly compensation in accordance with the following salary schedule:

|                            | Min         | II          | III         | IV          | Max           |
|----------------------------|-------------|-------------|-------------|-------------|---------------|
| <u>July 1, 2007 – 2.5%</u> |             |             |             |             |               |
| Patrol Officers            | \$38,983.32 | \$40,951.46 | \$43,589.13 | \$46,233.07 | \$49,195.39   |
| Sergeants                  | -----       | \$52,060.96 | \$55,489.85 | \$58,931.76 | \$62,779.64 * |

July 1, 2008 – 0.0%

\* Last step of the sergeants' schedule may not apply to all sergeants per Article VII, Section 1B.

- B. The last step of the sergeants' pay schedule shall be eliminated for any officer promoted to sergeant after the expiration of the civil service list in effect on the date of the execution of the 1998-2001 Agreement.

Section 2: Step Rate Increase

- A. An employee in continuous, full-time employment shall receive the increment between his present rate and the next highest rate as follows:

1. After completion of six (6) months at the minimum or entrance rate.
2. Thereafter one year from the date of his previous increase until he attains the maximum rate of the range of the compensation grade to which his position class is assigned.
3. The increase in rate that this increment represents must be recommended by the employee's department head and approved by the Town Manager.
4. The increase shall be based on performance of the employee during the preceding six (6) month or twelve (12) month period and not solely on length of service.

- B. Any employee who is not recommended to receive the increment shall have the right to appeal to the Town Manager. Upon receipt of such appeal, the Town Manager may initiate and approve the increment without the recommendation of the department head after hearing both the employee and the department head, or may deny the appeal. The decision of the Town Manager shall be final.

- C. A new full-time employee denied an increment after six (6) months continuous employment shall be considered again for such increment following completion of an additional six (6) months continuous employment.

- D. An employee receiving a promotion to a vacant position or to a new position shall, upon assignment resulting from such promotion, receive the rate in compensation grade of the vacant or new position next above his existing rate. If the resulting adjustment does not equal \$100.00 per year, the adjustment shall be to the second rate above the existing rate but within the compensation grade of the vacant or new position.
- E. The employee receiving a promotion and adjustment in rate pursuant to the provisions of the preceding subsection shall receive the next increment of his compensation grade effective following completion of six (6) months at the rate resulting from the promotion.
- F. The Town Manager may authorize an entrance rate higher than the minimum rate upon the recommendation of a department head supported by evidence in writing of special reasons and exceptional circumstances satisfactory to the Manager and such other variance in the classification and compensation plans as it may deem necessary for the proper functioning of the service of the Town.

### Section 3: Night Differential.

- A. Employees regularly assigned to work the early night shift or the late night shift shall be paid a 6% differential payable weekly and computed on their regular weekly salary.
- B. Said night shift differentials shall be calculated separate and apart from the base pay but shall be included in the calculation of overtime pay.
- C. Said night shift differentials shall not, however, be paid to employees in sick leave or injured leave.

### Section 4: Special Assignments.

- A. Officers assigned to work as detectives shall be paid a \$1,000 lump sum in June, payable separate and apart from base pay, and pro-rated based on the number of months in the fiscal year the employee was assigned such work.
- B. An officer assigned to work as Training Officer shall be paid a \$1,000 lump sum in June, payable separate and apart from base pay, and pro-rated based on the number of months in the fiscal year the employee was assigned such work.
- C. An officer assigned to work as Safety Officer shall be paid a \$1,000 lump sum in June, payable separate and apart from base pay, and pro-rated based on the number of months in the fiscal year the employee was assigned such work. If the Police Department chooses to have two officers performing the duties of a Safety Officer, each officer will be paid the \$1,000 lump sum in June.

- D. An officer assigned to work as School Resource Officer shall be paid a \$1,000 lump sum in June, payable separate and apart from base pay, and pro-rated based on the number of months in the fiscal year the employee was assigned such work.
- E. An officer assigned to work as Court Officer shall be paid a \$1,000 lump sum in June, payable separate and apart from base pay, and pro-rated based on the number of months in the fiscal year the employee was assigned such work.
- F. An officer assigned to work as the D.A.R.E. Officer shall be paid a \$1,000 lump sum in June, payable separate and apart from base pay, and pro-rated based on the number of months in the fiscal year the employee was assigned such work.

Section 5: Longevity Increments:

- A. An employee of the Town who has been in continuous full-time employment shall be paid, in addition to the compensation received under the present plan, annual increment determined as follows:

Length of Service

|                               |         |
|-------------------------------|---------|
| Over 5 but not over 10 years  | \$ 500  |
| Over 10 but not over 15 years | \$ 800  |
| Over 15 but not over 20 years | \$ 900  |
| Over 20 but not over 25 years | \$1,000 |
| Over 25 years                 | \$1,100 |

- B. An employee will become eligible for longevity increments on the 5th, 10th, 15th, 20th and 25th anniversary date of his employment.
- C. An employee who qualifies for longevity compensation and then leaves the employ of the Town shall not be entitled to such compensation if re-employed until a new ten-year period of continuous full-time employment has been served.
- D. If the service of an employee is interrupted by lay-off, military service, or other reason not resulting from the employee's own action, total service will be considered as continuous service.
- E. Longevity shall be paid weekly as part of base pay and included in the calculation of overtime or other purposes and shall be treated as part of compensation for pension and retirement purposes only.

Section 6: Education/Career Incentive Pay.

This stipend shall be paid to all employees who qualify and who are approved by the Board of Higher Education in the amount approved by said Board under the "Quinn Bill" Act, accepted by the Town Meeting of March 1973. This stipend shall be paid weekly to qualified employees.

## Section 7: Overtime and Paid Details.

### A. Overtime

- i. In the event that a need for overtime should occur in the department because of sickness, vacation, or other unforeseen conditions, overtime shall be administered by the Chief or his designee, and shall be paid at the rate of time and one-half of the regular rates of pay.
- ii. When the Chief or his designee determines that there is a need for overtime work, such work shall first be offered to all full-time regular police officers. If none of the full-time regular police officers accept such overtime work, the Town may offer the work to reserve officers.
- iii. Notwithstanding sub-section ii above, the Town may first offer overtime work to reserve officers whenever the position of a full-time regular officer is vacant or open by reason of absence from duty in excess of fourteen (14) consecutive calendar days. Use of a shift swap or paid leave for an absent officer will not restart or affect the running of the 14-day period.
- iv. All mandatory call-in shifts for all officers will be paid at time and one half and a minimum shift of 3 hours.

### B. Outside Details

- i. All outside details, exclusive of strike details, shall be paid at the rate of \$43.00 per hour, with a four (4) hour minimum period, for all details except for municipal details, which shall be paid at the rate of \$40.00 per hour. Municipal details are defined as those details that are paid directly by the Town of North Andover (or any of its departments) or are paid by a contractor/vendor who is paid by the Town of North Andover (or any of its departments). Details in excess of four hours in length paid will be paid for eight (8) hours. Details in excess of eight (8) hours will be paid for a minimum of twelve (12) hours. Outside details shall be assigned by the Chief of Police or his designee.
- ii. Strike detail pay shall be paid at the rate of time and one-half the regular detail rate set forth in sub-section i. Saturday, Sunday and holiday details shall be at time and one-half times the usual detail rate.
- iii. Given the nature of outside details, rates of pay for outside details shall take effect as of the effective date of a collective bargaining agreement and shall not be paid retroactively prior to the effective date of the agreement.

- iv. Once the Chief determines the need for a paid detail assignment, said assignment will be offered first to regular police officers within the bargaining unit prior to being offered to persons outside the bargaining unit.
- v. The Town and its Police Chief, along with the assistance of the police officers, shall seek to enforce those laws requiring contractors to notify the Police Chief of contemplated roadwork.
- vi. The Town Manager will request that all municipal departments notify the Police Chief of contemplated roadwork.
- vii. The Town will compensate officers for paid outside details in the pay period immediately following the workweek in which the outside detail was worked.

#### Section 8: Court Time

Employees assigned to court, or appearing in any court in their official capacity as North Andover police officers, shall be paid time and one-half for the amount of time in attendance with a minimum of four (4) hours. Overtime for this purpose shall be calculated to include payments under the “Quinn Bill” education incentive.

#### Section 9: Translation Pay

An employee who is required to come in from off-duty to translate in any language will be paid one and one-half times their regular hourly rate for each hour in attendance with a minimum of three (3) hours pay.

#### Section 10: Announced Retirement Pay

An employee of the Town, who is eligible for retirement and announces his retirement three years in advance of the actual date of retirement, shall be paid a \$1,000.00 lump sum in June, per year for three years, payable separate and apart from base pay for overtime or other purpose.

### **ARTICLE IX: WORK SCHEDULE**

Section 1. Employees shall work a so-called "4 and 2" work schedule consisting of four (4) consecutive days (or nights), on duty followed by two (2) consecutive days (or nights), off duty under a six-week rotating schedule.

Section 2. The regular workday shall consist of eight and one-half (8 1/2) hours including fifteen (15) minutes before the scheduled shift starting time and fifteen (15) minutes following the scheduled shift ending time. No overtime shall be incurred as a result of these fifteen-minute periods before and after the scheduled shift notwithstanding any provision to the contrary in this Agreement. The existing meal break practice during the shift shall be maintained during the term of this Agreement. The regular work year shall consist of 244 days.

Section 3. The hourly rate shall be computed by dividing the annual salary, as specified in Article VIII, Section 1, by 2074 hours (8.5 hours x 244 days). The overtime rate of pay shall be one and one-half times the hourly rate.

Section 4. Notwithstanding the foregoing provisions to the contrary, the Town and its Police Chief reserve the right to assign employees in administrative and specialist positions to a five (5) consecutive day schedule where said schedule is determined by the Police Chief to best serve the Town. In such cases, the employees working the 5 day work schedule shall receive two (2) consecutive days off and, in addition, shall in each fiscal year, receive seventeen (17) compensatory days off.

Section 5. In addition to those officers regularly assigned to work a 5 and 2 schedule under Section 4 of this Article, the Town reserves the right to assign employees to a training program for five (5) consecutive days in which case the employees shall receive compensation at the time and one-half rate of pay for those days spent in the training program which fall on their regularly scheduled days off under the 4 and 2 work schedule. Said time and one-half compensation shall be for a maximum of 8.5 hours for any such training day falling on a regularly scheduled day off.

Officers attending a training program under this provision shall be reimbursed up to \$5.00 for any lunch meal not provided, for which they are required to pay, and shall be reimbursed at the rate of \$.21 per mile if required to use a personal motor vehicle as transportation to and from the training program.

Section 6. Officers attending basic training at an academy shall comply with whatever schedule is required for attendance, notwithstanding any contrary provision of this Article, and shall receive only their regular weekly compensation without overtime compensation irrespective of the hours required at the academy.

It is understood and agreed that, under M.G.L. c41, s96B, student officers are not members of the bargaining unit and are not therefore covered by the collective bargaining agreement until they successfully complete the required academy training, and are sworn in to exercise police powers. Once an employee becomes sworn in as a regular, permanent police officer, it is understood that seniority shall be measured from the date of appointment as a full-time employee, consistent with the practice in effect prior to the negotiation of the current Agreement.

## **ARTICLE X: FRINGE BENEFITS**

### **Section 1. Holidays**

A. The following days shall be recognized as paid holidays:

New Year's Day  
Martin Luther King Day

Labor Day  
Columbus Day

Washington's Birthday  
Patriot's Day  
Memorial Day  
Independence Day

Veteran's Day  
Thanksgiving Day  
Christmas Day

- B. Notwithstanding any other provision of the Agreement, employees may elect to be compensated for holidays only in the manner set forth below. Employees may elect between the options by November 30<sup>th</sup> to be in effect for all holidays during the entire following calendar year. In the case of either option, it does not matter whether the employee is scheduled to work the holiday or not, and it does not matter whether the employee works the holiday or not.
- i. **Holiday Pay:** For each of the above listed holidays, the employee who selects this option shall receive, in addition to regular pay, ¼ of his/her base weekly pay as holiday pay.
  - ii. **Time Off:** The employee who selects this option will be entitled to eleven (11) days off, with pay, to be requested and approved in accordance with other time-off requests. Five (5) days off will be granted in the first six months of the calendar year, and six (6) days off will be granted in the second six months of the calendar year. The days off must be taken during the six-month period in which they were granted, and may not be carried over into a subsequent six-month period, or a subsequent calendar year.

## Section 2: Personal Days

- A. Employees will be allowed four (4) Personal Days per calendar year. Personal Days cannot be carried beyond the calendar year in which they were granted. The notice required will be as follows:

|         |                |
|---------|----------------|
| 2 days: | 4 hour notice  |
| 2 days: | 24 hour notice |

- B. Personal Days are not to be used on or immediately before holidays. The granting of Personal Days will be limited to one Officer per shift. These days are granted on a "first come, first served" basis. However, in cases of conflict, the senior Officer is granted preference. The above notice requirement will be waived in the event of a documented medical emergency of the Officer or an immediate family member.

## Section 3: Vacation Leave.

- A. A full time employee in continuous service shall be granted vacation with pay on the following terms:
- i. An employee who has completed six months of service shall be entitled to one week of vacation with pay.

- ii. An employee who has completed one year of service shall be entitled to two weeks of vacation with pay.
  - iii. An employee who has completed five years of service shall be entitled to three weeks of vacation with pay.
  - iv. An employee who has completed ten years of service shall be entitled to four weeks of vacation with pay.
  - v. Employees with more than twelve years, but less than twenty years' service, shall be entitled to an additional vacation over the four-week entitlement under sub-section iv. above, as follows:
    - 1. After 12 years' service, one (1) day
    - 2. After 14 years' service, two (2) days
    - 3. After 16 years' service, three (3) days
    - 4. After 18 years' service, four (4) days
  - vi. The vacation allowance provided under the terms of this section may be carried over and accumulated, as of each January 1<sup>st</sup>, provided that the carried over vacation days do not exceed the number of days earned during the prior vacation year. Vacation allowance shall be granted by the head of the respective department of the town at such time as, in his opinion, will cause the least interference with the performance of the regular work of the town.
  - vii. An employee who has completed twenty years of service shall be entitled to five weeks of vacation with pay. Also, any employee will be "grandfathered" who has "bought" back service as a reserve officer as full time service, equaling 20 years, and would thus fall into this category during the term of the contract.
- B. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation year 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.
  - C. Employees who are eligible for vacation under these rules 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 year prior to such dismissal, retirement, or entrance into the armed forces.
  - D. In addition, payment shall be made for that portion of the vacation allowances earned in the vacation year during which such dismissal, retirement, or entrance into the armed forces occurred up to the time of employee's separation from the payroll.

- E. Absences on account of sickness in excess of that authorized under the rules therefore, or for personal reasons as provided for under other leave may, at the discretion of the department head, be charged to vacation leave.
- F. The vacation year shall be January 1 to December 31. One week of vacation shall consist of five (5) workdays.

Section 4: Sick Leave.

- A. A full-time employee in continuous service who has completed six months of service shall be allowed six (6) days leave with pay and thereafter shall be allowed leave of one and one-quarter (1¼) days for each month of service, provided such leave is caused by sickness or injury or by exposure to contagious disease.
- B. An employee shall be credited with the unused portion of leave granted under sub-section (A).
- C. If the amount of leave credited provided under sub-section (B) has been or is about to be exhausted, an employee may make application of additional allowance to that provided under sub-section (A). Such application shall be made to the Town Manager who is authorized to grant such additional allowance as it may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his request for the additional allowance.
- D. Sick leave must be authorized by the department head and must be reported, on blanks provided for the same, to the Town Manager.
- E. A physician's certificate of illness shall be submitted by the employee after three days absence to the department head before leave is granted under the provisions of this section. This certificate shall be forwarded by the department head to the Town Manager.
- F. Employees absent on sick leave for more than four (4) consecutive tours of duty shall be required to report to the Police Chief's office upon leaving their residence, indicating the reason for leaving and the expected time of return.
- G. The Town Manager may, of his own motion, require a medical examination of any employee who reports his inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Town Manager.
- H. Sick Leave Control – An employee with a history of excessive short-term sick leave usage or a pattern of absences suggesting abuse shall be counseled by the Police Chief or his designee. If the history or pattern continues, the employee may be required to submit a physician's certificate, at the employee's expense, which verifies that the employee was examined and found to be medically unfit for duty.

- I. Injury, illness or disability, self-imposed, shall not be considered a proper claim for leave under this section.
- J. Payments made under the provisions of this Section will be limited in the case of an employee who is receiving Injury Leave Compensation and the employee's regular rate.
- K. In the event of payments made to an employee under the preceding sub-section, the Town may debit the employee's sick leave accrual by such amounts as it determines to be equitable in relation to such payments.
- L. Nothing in this section shall be construed to conflict with M.G.L. c41, s100.

Section 5: Sick Leave Bank.

- A. The following rules and regulations are promulgated for the purpose of administering a sick leave bank for members of NEPBA, Local 2.
- B. There is hereby established a sick leave bank from which employees that have exhausted their sick leave can make application to draw additional sick leave benefits. Employees contribute to this bank on a voluntary basis, from their accumulated, unused sick leave credits. Procedures and standards for contribution shall be as follows:
  - i. The bank shall be administered by the Police Chief or designee.
  - ii. Each application for sick leave from the bank will be made on a form to be supplied by the Town and shall be considered separately by the Police Chief or designee. The employee act of contributing to the bank does not guarantee the right to draw from the bank. Decisions made by the Police Chief or designee shall be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement. The Union hereby waives its rights to grieve a decision made by the Police Chief or designee permitting an employee to draw from the bank over the objection of the Union.
  - iii. The Police Chief or designee may require an employee, who applies to draw from the bank, to provide a medical certificate as to illness. The Police Chief or designee may re-evaluate each case at one month intervals, and, in that regard, the Police Chief or designee may require that the employee furnish further medical certification of illness, at no expense to the Town.
  - iv. The employee, while on the bank, shall not earn or accumulate sick leave.
  - v. The employee who is drawing from the bank for a period of more than thirty (30) consecutive calendar days shall forfeit a portion of his vacation leave. The portion so forfeited shall be determined by dividing the number of calendar days on which the employee is utilizing the bank by 365. Fractions shall be rounded off to the nearest whole day. In the event that said employee shall have remaining vacation leave, the

Police Chief or designee shall determine how much of the leave will be credited as vacation and how much will be credited to the employee as sick leave. In the event that the employee shall have exhausted his vacation leave prior to drawing from the bank, adjustments shall be made from the employees vacation leave for the following calendar year. In the event that an employee drawing from the bank has accumulated unused vacation leave, which he is unable to use during the calendar year due to his sick leave status, the unused vacation leave will be credited as sick leave upon his return to active duty in the next calendar year, after the deduction of vacation leave, as provided in this section.

- vi. Employees who are on their one year probationary period have the option to join the sick leave bank after six months, but may wait until three months after their one year probationary period has been lifted. Employees must contribute two (2) of their personal sick leave days to join the sick leave bank.
- vii. In the event that the number of days remaining in the bank reaches thirty (30), the Police Chief or designee shall notify the Union of this fact and shall assess each participating employee one (1) additional day of sick leave to be added to the bank. Any participating employee who does not wish to contribute the additional day shall so notify the Police Chief or designee within ten (10) days of the posting of the Police Chief's or designee's intention to make the assessment. In that event, the employee shall forfeit any further consideration for eligibility to draw from the sick leave bank and shall forfeit the use of days already contributed. The days so forfeited will remain in the bank for use by participating members. Each member will be assessed one (1) day each time additional contributions are needed.
- viii. Employee entitlement to draw from the said bank shall be determined by the Police Chief or designee on the basis of, among other considerations, information and data supplied by the Union, information and data supplied by the Town, attendance and performance, provided, however, that an employee must contribute to the bank in order to be eligible to draw from the bank. Upon receipt of an application for use of the bank, the Police Chief or designee shall notify the Union and the Town, who shall supply information and data in writing, as they see fit, within seven (7) days of notification. However, the Police Chief or designee, in his discretion, may temporarily allow an employee to draw from the bank pending the receipt of this information and data.
- ix. The maximum time an employee may remain on the bank is one (1) year. The Police Chief or designee may allow up to one (1) additional year if he/she feels it is necessary and justified. The Police Chief or designee may require, as a condition of granting benefits beyond one year, that the employee be examined by a physician chosen by the Town at the expense of the Town. It is the intent of this Article that an employee not return to active duty at the end of one year's drawing on the bank for the purpose of reinstating his eligibility to draw from the bank without the necessity of an examination by a physician chosen by the Town.

- x. If the Police Chief or designee rejects an employee's application for use of the bank, such rejection shall be in writing and shall state the specific reasons for the rejection.
- xi. These rules and regulations may be amended by collective bargaining or by mutual consent of the Town and the Union.

Section 6: Bereavement Leave.

Emergency leave up to four days may be allowed for death in an employee's immediate family (wife, husband, child, parent of either spouse, grandparents of either spouse, brother or sister, persons in the immediate household and in-laws of current spouse).

Section 7: Terminal Leave.

- A. An employee whose service is terminated by retirement or death shall be allowed a portion of his accumulated sick leave as terminal leave. The following formula shall be used in computing the amount of terminal leave to be allowed a retiring or deceased employee.
  - i. Twenty-five (25) whole years of continuous full-time service shall be considered 100% service.
  - ii. An employee who qualifies for terminal leave shall be entitled to the same percentage that the number of years of service bears to the 100% service factor of 25 years, provided that in no case shall said leave be measured by more than 60 days accumulated sick leave, or twelve work weeks, whichever is less.
  - iii. In addition to the 60 days accumulated sick leave, or twelve work weeks as provided above, an employee who has accumulated sick leave beyond 60 days shall receive 50% of such additional accumulated sick leave to a maximum of an additional 60 days. For example, an eligible retiree with an accumulation of 180 sick days could receive 120 days: 60 days at 100% plus 60 days at 50%.

Section 8: Uniform Allowance.

- A. Employees will receive a yearly uniform allowance of \$600 per year for the purchase and replacement of uniforms, necessary work clothes and standard equipment. Purchase of sports jacket and slacks or a suit suitable for appearance on behalf of the Town in court shall be permitted as expenditure out of the uniform allowance. Any expenses arising from any change in the prescribed uniform shall be borne by the Town and shall not be attributable to the clothing allowance.
- B. Employees shall be neatly dressed at all times while on duty, in uniforms that comply with the departmental specifications. Only regular and reserve sworn officers of the North Andover Police Department will be allowed to wear the North Andover Police Department shoulder patch.

- C. Expenditure of full uniform allowance shall not excuse and officer from maintaining his uniform in compliance with departmental specifications.
- D. Employees out on injury leave or sick leave for a year or more shall not be eligible for the uniform allowance.
- E. Officers will be allowed to wear turtleneck shirts, subject to the conditions set forth below. The type of turtleneck, the color, its insignia (if any) and the period when they can be worn will be at the discretion of the Police Chief. If the Police Chief decides that the wearing of a turtleneck during the designated period is optional with the individual officer, the turtleneck will be purchased by the officer and chargeable to the annual clothing allowance. If the Police Chief decides that all officers will wear a turtleneck during the designated period, the purchase of one (1) turtleneck per officer will be borne by the Town. This provision shall not detract from the Police Chief's authority to determine and enforce uniform regulations in all other respects.

Section 9: Liability Insurance.

The Town shall purchase and maintain a police professional liability insurance policy covering all the full-time employees of the department.

**ARTICLE XI: GRIEVANCE AND ARBITRATION PROCEDURE**

- A. Any grievance, defined as a dispute, which may arise over the application, meaning or interpretation of this Agreement, shall be settled in the following manner and shall be in writing.

Step 1: The Union representatives along with the aggrieved employee shall present the grievance to his immediate Supervisor within three (3) calendar days of the occurrence and every attempt shall be made to settle the grievance at this Step. If the Grievance has not been settled by the Supervisor within three (3) calendar days from the time it is presented to him, it shall proceed to Step 2.

Step 2: The Union representatives, with or without the aggrieved employee, shall present the grievance in writing to the Chief within ten (10) calendar days after the response from the supervisor is due. The Chief has ten (10) calendar days from the time the grievance is presented to him to respond.

Step 3: If the grievance is not adjusted in step 2, it shall be presented, in writing to the Town Manager or designee, with a copy to the Chief, within five (5) calendar days after the response from the Chief is due. The Town Manager or designee has ten (10) calendar days from the time the grievance is presented to them to arrange a meeting with Union representatives to resolve the grievance. Within four (4) calendar days of such meeting, the Town Manager or designee shall provide a written disposition.

Step 4: If the grievance is not resolved at Step 3, the Union, and only the Union, may, within fifteen (15) calendar days after the reply of the Town Manager is due, submit the grievance to arbitration. Submission to arbitration shall be by letter to the American Arbitration Association with a copy to the Town Manager.

- B. The arbitrator shall be selected and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties.
- C. The arbitrator shall be without power to alter, amend, add to, or subtract from the express language of this Agreement. The decision of the arbitrator shall be final and binding on the parties. Money awards resulting from a decision of the arbitrator shall in no case be retroactive prior to the date of submission of the grievance in writing to the Union.
- D. A grievance shall be deemed waived unless presented to the next higher Step within the time limits so provided unless such time limits for filing a grievance are extended by mutual agreement of the parties. "Calendar days", as used in this Article, shall not include Saturday or Sunday for purposes of the time limits under the grievance procedure.
- E. The Union Grievance Committee shall be allowed access at all reasonable times to Town property and records relevant for the purposes of investigating a grievance. Employees who have not completed their twelve (12) month probationary period shall not have access to the grievance and arbitration procedure in cases of their discipline or discharge. Employees shall elect between arbitration and Civil Service Appeal procedures as the exclusive remedy in resolving issues of discipline or discharge.

## **ARTICLE XII: DISCIPLINE AND DISCHARGE**

Section 1. Employees covered by this Agreement, who have completed their twelve (12) month probationary period, shall not be disciplined or discharged except for just cause.

Section 2. Employees who have not completed their probationary period shall not have access to the grievance and arbitration procedures concerning their discipline or discharge.

Section 3. The parties have discussed and agreed that the Chief may add to the Department's Rules and Regulations the terms set forth in Attachment "A".

## **ARTICLE XIII: STRIKES**

Section 1. The Union agrees that during the term of this contract, neither the Union, its agents, nor its members, will authorize, aid or assist, instigate or engage in any work stoppage, slow-down, sick out, picketing, refusal to work or strike against the Town.

Section 2. In the event that any member of the Union violates this Article, the Town shall have the right to discipline the employee by way of discharge or otherwise and no such disciplinary

action shall be subject to the grievance procedure provided for in this Agreement. Refusal to cross any picket line in the performance of duty shall be a violation of this Article.

#### **ARTICLE XIV: UNION DUES**

The Union dues, as certified by the Union Treasurer to the Town Accountant, shall be deducted on a weekly basis from each employee who authorizes such deduction in writing in accordance with M.G.L. c180, s17A. The Town Accountant will transmit such payments, along with an up-to-date payroll listing, to the Union Treasurer.

#### **ARTICLE XV: SHIFT SWAPS**

Shift swaps will be requested on pre-printed forms provided by the Department, signed by both officers, and submitted to the Chief or designee for approval. Once approved, the swapped shift becomes the responsibility of the officer who has swapped on it. That officer must appear for the shift or he/she will be docked the equivalent amount of pay. Officers who swap off a shift may not work for the Department during those shift hours (not including details) without the prior consent of the Police Chief. Officers are not restricted in the number of shift swaps.

#### **ARTICLE XVI: DISABILITY LEAVE**

Section 1. Employees who sustain an injury in the performance of their duty shall be eligible to receive injured leave in accordance with the provisions of M.G.L. c41, s111F, the appellate cases interpreting said section, and analogous provisions of M.G.L. c152. Such determinations are made in the first instance by the appointing authority, subject to recourse under the grievance/arbitration procedure.

Section 2. Employees claiming paid injured leave (including a recurrence of a prior injury) under M.G.L. c41, s100, or related applicable sections, shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

- a. Provide all requested information concerning the claimed injury and provide affirmative evidence of incapacity for duty because of injury sustained in the performance of his duty without fault of his own;
- b. Provide all release to the Town and its agents all relevant medical evidence and documentation pertinent to the cause, diagnosis, and treatment of the injury for which compensation or reimbursement is claimed;
- c. Undergo an examination by a physician or other medical specialist designated by the employer to determine diagnosis, prognosis and recommendations for treatment, and to advise the employer concerning issues of causation;
- d. Promptly notify the Town of any material change in medical condition, including, but not limited to, any hospitalization or recommended surgery; and,

- e. Take all reasonable steps to hasten his/her return to duty status, including avoiding work or leisure activities which could foresee ably jeopardize or slow his/her recovery, and adhering to all prescribed treatments and therapies.

Section 3. An employee seeking or receiving injured leave may be denied such leave for any of the following reasons:

- a. Attempting to deceive or mislead a physician or medical specialist concerning his case;
- b. Failing to cooperate with the Town in obtaining medical or other evidence relating to his injury, incapacity and treatment, in conjunction with initial and follow-up evaluations and monitoring by the Department-designated physicians and medical professionals; or
- c. Failing to make diligent efforts to comply with treatment and rehabilitation recommendations of the employee's physician or engaging in activities that will interfere with his/her prompt return to duty.

Section 4. Employees receiving paid disability leave are not eligible to accrue other forms of paid leave after 180 calendar days on such leave.

Section 5. Nothing in this Article shall affect in any way the Town's ability to initiate retirement proceedings for an employee who is medically incapacitated from resuming his usual duties.

Section 6. The Union acknowledges the Town's right to monitor the rehabilitation of employees who are unable to report to work due to incapacity, with the goal of returning the employee to work as soon as the incapacitating condition allows it. Employees are obligated to cooperate in this effort. Nothing in this Section or Article shall be deemed to impair or diminish the right of an employee to examination and treatment by a physician of his/her choice.

Section 7. The Town shall provide and maintain insurance for the purpose of paying the hospital, medical, and surgical expenses incurred by an employee who is injured in the performance of his duties.

## **ARTICLE XVII: FIREARMS PERMITS**

The Town shall pay for firearms permits issued and required under M.G.L. c140, s131.

## **ARTICLE XVIII: WEAPONS PROFICIENCY**

Section 1. In order to enhance the level of training and proficiency in the use of weapons, the parties agree that there shall be two weapons training sessions, lasting approximately four (4) hours, every year. One of the two training sessions shall also include a qualification test; the other session shall include such training as the Chief shall determine.

Section 2. Police officers shall continue to receive overtime compensation for the first weapons qualification session, conducted outside scheduled work hours, as per the practice in effect prior to the signing of the 1998-2001 Agreement. The second weapons qualification session, conducted outside scheduled work hours, shall be required as a condition of employment, and therefore will not be compensated as overtime.

Section 3. Police sergeants shall also be subject to the enhanced weapons training requirements set forth in Section 1 above, but such sergeants shall continue to receive overtime compensation for all weapons qualification sessions conducted outside scheduled work hours. However, sergeants appointed to that rank from a list subsequent to the promotion list in effect at the signing of the 1998-2001 Agreement shall be compensated for such weapons qualification in the same manner and to the same extent as police officers under section 2 of this Article.

### **ARTICLE XIX: DEFIBRILLATION PROFICIENCY**

Section 1. In order to enhance the level of services provided to the public by police officers as first responders, it is agreed that employees will be required, as a condition of employment, to undergo and successfully complete training in the use of defibrillators, and thereafter maintain certification for such use in the course of the regular duties.

Section 2. The initial training shall be conducted outside scheduled work hours and compensated under Article XVIII, Section 7A. Subsequent training for re-certification shall be conducted during scheduled work hours, without additional compensation.

### **ARTICLE XX: ENHANCED TRAINING DIFFERENTIAL**

In consideration of the enhanced proficiency in weapons training and qualification and in the use of defibrillators, the Town agrees to compensate patrol officers in the amount of \$750 per year. This enhanced training differential is already added into the base pay of all employees.

### **ARTICLE XXI: CANINE OFFICERS**

Section 1. Canine Officers are appointed by the Police Chief, subject to the Police Chief's discretion as to the number of canine officers required and their qualifications. All Canine Officers so assigned shall be subject to the provisions of this Article. Notwithstanding any other provisions of this Agreement, Canine Officers may be assigned to such duties as the Chief directs and may be removed from the assignment at the Chief's discretion.

Section 2. Canine Officers volunteer for canine officer assignment and the opportunity to work with a canine partner is privilege that carries with it many benefits for persons who would seek this type of assignment. Canine Officers have opportunities to reinforce the training of their canine partners in the course of their regular duties and they are encouraged to coordinate with their supervisors to do so.

Section 3. Canine Officers are expected to spend time away from work caring for their canine partners. The Town will compensate the Canine Officer for dog care time as follows:

- A. “Dog care time”, for the purposes of this Agreement, refers to off-duty time spent by the Canine Officer: (i) with the dog engaged in feeding, bathing, exercising, grooming, training (other than training specified in Section 4 of this Article), medicating, taking the dog to the veterinarian, and similar duties, and (ii) with or without the dog, performing tasks associated with dog care, such as setting up runs, cleaning kennels, and purchasing supplies.
- B. On days when the Canine Officer is working his/her regular duty shift, the Canine Officer will be allowed to leave the shift 30 minutes early but be compensated for the entire shift.
- C. On days off, the Canine Officer will be compensated for 30 minutes each otherwise uncompensated non-duty day that the dog is with him/her. The time will be considered time worked for the purpose of the overtime requirements of the Fair Labor Standards Act, to the extent it applies. This amount will not be paid on days when the dog is kenneled or in the care of another person. The Canine Officer is required to log and report to the Police Chief, or his designee, all days off that he/she does not have the dog in his/her possession.
- D. The Parties agree that the compensation set forth in this Article is sufficient to compensate the Canine Officer for all activities associated with the care of the dog. If additional time is required for dog care, the Canine Officer must request such time, in advance, from the appropriate supervisor. Any such additional time will be compensated at the federal minimum wage then in effect.

Section 4. Canine Officers will be responsible for obtaining the necessary formal training and, if applicable, certifications for themselves and their canine partners. Such training will be compensated by the Town as regular duty time. Canine Officers must request training in advance from the appropriate supervisor and will be reassigned during the period of training so that training will occur as part of the Canine Officer’s regular duties, as opposed to overtime. Training may be accomplished on overtime only with the pre-approval of the Police Chief. The training specified in this Section refers to formal training by a qualified, Department approved, school for canine police officers, or at the Department’s option, a qualified individual trainer.

Section 5. Canine Officers will be compensated in accordance with other applicable provisions of this Agreement when assigned to special events such as canine demonstrations and DARE events, or when called in during off-duty time to perform canine police services rendered by the Department.

Section 6. The Department will cover reasonable and verified expenses for veterinary care and food for the animal. Other expenses must be approved by the Department in advance of being incurred and may include training equipment, kenneling and other expenses reasonably related to the canine program.

Section 7. As a condition of being assigned as a Canine Officer, a prospective Canine Officer must sign an individual agreement incorporating the provisions of this Article.

Section 8. If the Canine Officer is assigned a department vehicle for transportation of the animal, such vehicle may not be used for private detail assignments or other non-work related purposes without the advance permission of the Police Chief or his designee.

Section 9. Canine Officers may bid shifts in accordance with Article VI. The Police Chief shall have the discretion to veto a shift pick for specific written reasons which may be appealed, through the grievance procedure, by filing a grievance at Step 2, but shall not be subject to arbitration. In the event that the veto of the shift pick is based upon the Chief's determination that there is a need for a canine on a particular shift, or because both canine officers have bid the same shift, then the junior Canine Officer shall be reassigned. Once the bids or assignments are made, they shall remain in effect until the next shift bid.

## **ARTICLE XXII: STABILITY OF AGREEMENT**

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

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

## **ARTICLE XXIII: DURATION OF AGREEMENT**

The Agreement covers the two-year period from July 1, 2007 through June 30, 2009. Economic items are subject to funding by the Town. The parties understand and acknowledge that all retroactive pay items are subject to appropriation/transfer by Town Meeting. Language items will be effective on mutual ratification, except as otherwise specified.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this, the \_\_\_\_\_ day of March, 2009.

NEPBA, LOCAL 2

TOWN OF NORTH ANDOVER

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Officer Daniel Crevier, President

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Mark H. Rees, Town Manager

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Sergeant Timothy Crane, Vice-President

BOARD OF SELECTMEN

---

Sergeant E.J. Foulds, Treasurer

---

Rosemary Connelly Smedile, Chairman

---

Officer Robert Hillner

---

Mark J.T. Caggiano

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Richard A. Nardella

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Tracy M. Watson

## **ATTACHMENT A**

Employees who are required to submit reports about incidents or other matters under investigation shall do so promptly, completely, and truthfully. Employees shall also be required to state the facts fully and truthfully when appearing before any judicial, departmental or other official investigation, hearing, trial or proceeding, and in all other ways cooperate fully. This section is not intended to infringe upon an employee's privilege not to incriminate himself under the Federal and State constitutions. Upon request, the employee shall have the right to have a Union representative present during any questioning, and may have counsel present whenever the matter under investigation involves a serious offense.

## **SIDE LETTER 1**

The Police Department will approve requests to allow North Andover police officers to perform details in other communities. The Chief of Police shall retain the ultimate discretion to determine whether out of town details may be performed and to determine in which towns such details may be performed.