

MEMORANDUM OF AGREEMENT

Agreement
Between

The Town of Medway

And

The Medway Police Association

July 1, 2024-June 30, 2027

TABLE OF CONTENTS:

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|-----------------------|----------------------------------|--------------------|
| 1 | Recognition and Bargaining Unit | 3 |
| 2 | Dues and Deductions | 3 |
| 3 | Meetings and Conventions | 3 |
| 4 | Seniority | 4 |
| 5 | Scheduled Hours of Work | 4 |
| 6 | Uniforms and Equipment | 5 |
| 7 | Bereavement Leave | 6 |
| 8 | Personal Leave | 7 |
| 9 | Leave of Absence | 7 |
| 10 | Sick Leave | 8 |
| 11 | Overtime | 9 |
| 12 | Court Time | 10 |
| 13 | Extra Paid Details | 10 |
| 14 | Wages | 12 |
| 15 | Longevity | 13 |
| 16 | Temporary Service out of Rank | 14 |
| 17 | Holidays | 14 |
| 18 | Vacations | 15 |
| 19 | Insurance | 17 |
| 20 | Basic Recruit Training | 18 |
| 21 | Education Incentive Plan | 19 |
| 22 | Emergency Medical Technicians | 20 |
| 23 | Grievance Procedure | 20 |
| 24 | Disciplinary Action | 22 |
| 25 | Termination | 22 |
| 26 | Firearms Qualification | 22 |
| 26A | Seat Belts | 22 |
| 26B | License Requirements | 22 |
| 27 | Management Rights | 23 |
| 28 | Fair Labor Standards Act of 1938 | 25 |
| 29 | Agreement Validity Terms | 25 |
| 30 | Agreement Duration | 26 |

The following contract effective as of July 1, 2024, by and between the Town of Medway, governed by and having as its agent the Town Manager, hereinafter referred to as the Town, and the Medway Police Association, is designed to maintain and promote a harmonious relationship between the Town of Medway and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

The Members of the Medway Police Association, the Chief of Police, and the Town of Medway recognize that police officers are professionals. As such, they are expected to maintain exceptionally high standards in the performance of their duties, while conducting themselves in such a manner so as to reflect favorably upon themselves, the department, and the Town at all times. Members of the Medway Police Association assent to "The Law Enforcement Code of Ethics" and will consistently pursue goals of Professional Excellence. Members covered herein acknowledge and accept their obligation to maintain, at all times, all required law enforcement and Police Officer Standards and Training (POST) certifications as a condition of employment with the Town of Medway.

ARTICLE 1

Recognition and Bargaining Unit

The Town hereby recognizes the Medway Police Association as the exclusive representative and bargaining agent for the following bargaining unit: all regular full-time permanent police officers and sergeants of the Town of Medway Police Department.

ARTICLE 2

Dues Deductions

The Town shall deduct Association dues from the earned wages of each employee of the bargaining unit such amounts as determined by the Association, provided the members of the bargaining unit sign an authorized dues deduction card acceptable to the Town.

ARTICLE 3

Meetings and Conventions

- (A) On a regular monthly basis, members of the Association may hold meetings to propose and discuss any type of Association business at hand. These meetings may be held at a time and place (not to exclude the Police Department building and grounds) convenient to the Association, and such meetings may be attended by any member of the Association without loss of pay or benefits.

- (B) It is also agreed that from time to time those members of the Association on the Bargaining Committee may, without loss of pay or benefits, attend meetings with the Town Manager for the purpose of collective bargaining.
- (C) Furthermore, it is also agreed that two (2) members of the Association, elected by the Association, shall be granted without loss of pay or benefits, a leave of absence not to exceed two (2) days for the purpose of attending the Massachusetts Police Association Convention.

ARTICLE 4 **Seniority**

- (A) Seniority within the Medway Police Department shall commence from the date of appointment as a regular full-time permanent police officer.
- (B) In the event that two (2) or more appointments are made effective the same day, seniority will be determined by:
 - 1. Any of the newly appointed officers that have served as a Town public safety employee for the police department and/or public safety communications department shall have seniority over another appointee having lesser or no such experience;
 - 2. In the event that no newly appointed officers have any prior experience, seniority may be determined by the position of rank attained on the Civil Service Examination.
- (C) Seniority shall not be broken by vacation time, sick time, injury time, temporary layoff, or any leave of absence, or any call to military service for the duration.
- (D) Any employee that resigns voluntarily or is discharged for just cause shall lose all seniority.
- (E) In the event of reduction in force, lay-off shall be in inverse order of hiring and recall to work shall be by seniority.

ARTICLE 5 **Scheduled Hours of Work**

- (A) The regular work schedule for a full-time permanent member of the Police Department shall consist of four (4) scheduled consecutive workdays followed by two (2) scheduled consecutive days off. A regular schedule work shift shall consist of eight (8) consecutive hours.

- (B) Regular schedules of work shifts shall be open for bidding February 1 each year. At that time, a schedule of work shifts shall be electronically disseminated and held open until February 15. Officers that desire to bid for new work shifts shall notify the Chief of Police or their designee via electronic means or through a provided work shift bid sheet. Consideration for establishing said new work schedule shall be done on a seniority basis, however, the sole and final determination for assigning work shifts shall rest with the Chief of Police. After the bidding process has taken place, a new schedule of work shifts shall commence on Sunday of the first full week in April of each year. Complete schedule re-bids may be posted outside of the above listed dates in the event of multiple personnel changes if agreed to by the Association and the Chief of Police
- (C) When a permanent opening occurs within a shift, it shall be electronically disseminated and held open for at least seven (7) days. Persons who wish to apply for same will do so in writing and will be given an opportunity to fill the vacancy in accordance with their seniority, provided however, that the sole and final determination of assignment will rest with the Chief of Police.
- (D) After a regular schedule of work shifts has been established by seniority, the new schedule shall be electronically disseminated no less than four (4) weeks prior to said change.
- (E) The Chief of Police, at the Chief's discretion, may assign officers to certain specialty positions such as, but not limited to, Court Officer, School Resource Officer, Safety Officer, or Detective. Officers assigned or appointed to these specialty positions may, upon agreement between the officer and the Chief of Police, be assigned to a work schedule other than a 4-2 schedule as described in Section A of this Article. A work schedule for each specialty officer shall be designed to be equitable with the total annual work hours of officers working a 4-2 schedule. Officers assigned to a specialty position shall be exempt from Section B (Shift Bidding) of this article.

ARTICLE 6

Uniforms and Equipment

- (A) The Chief of Police or some person under the Chief's supervision and control shall supply all new members of the Police Department, exclusive of their uniforms referred to below, the equipment required by the specific police academy attended.

It is further agreed that the Town will supply one (1) level IIA or greater Ballistic Vest. The vest will be replaced by the Town at the end of its useful life, as recommended by the manufacturer. The Town further agrees whenever a Member is issued a new vest it must meet or exceed the previous vest in quality, technology and design. The Town will also supply any less-lethal weapons approved for use by the Chief of Police to those

officers that have been qualified in the use of those weapons. It is specifically agreed that these equipment items are owned by the Town and held in custody of the employee. If the employee service is terminated, that member will be obligated to return the equipment under this section to the Town of Medway.

- (B) Each member of the bargaining unit shall be allocated an annual uniform allowance in the amount of Eleven Hundred Dollars (\$1,100). It is further agreed that each member of the bargaining unit that is actively assigned to the department motorcycle unit shall receive an additional allowance of Three Hundred Dollars (\$300) per year. This uniform allowance will be used by the officer for the purchase, maintenance, and cleaning of uniform clothing, equipment and duty and athletic and footwear, and may also be used for the purchase of legal reference materials.

Upon assignment to the motorcycle unit, motorcycle helmets, motorcycle boots, and motorcycle jackets shall be purchased by the department and provided directly to the officer. These items shall be replaced by the department as they reach the end of their useful life.

- (C) Uniforms purchased from a uniform supplier shall have all bills for purchase submitted through the Police Department to the Town Accountant and said supplier will be paid directly by the Town.
- (D) Bills for maintenance of footwear or cleaning and laundering may be paid by the officer, and upon presentation of a receipt for same, the officer shall be reimbursed by the Town.
- (E) In any case, the above items in this section shall not exceed the amount allocated per year for uniform allowance.
- (F) The Town will replace any of the above items if damaged or destroyed in the line of duty.
- (G) It is agreed that all members of the bargaining unit, except those assigned to administrative functions, shall be required to wear their level IIA or greater Ballistic Vest (Bullet proof vest) while on an assigned work shift. It is further agreed that any member of the bargaining unit who is performing an extra paid detail may at the member's option wear a level IIA or greater Ballistic Vest.

ARTICLE 7

Bereavement Leave

- (A) In the event of the death of a spouse, father, mother, brother, sister, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, children, or any person permanently residing with of a member of the Association, such member shall be

granted up to four (4) consecutive days off, without loss of pay, commencing with the day of death, for the purpose of attending funeral services, arranging for the burial, and as a period of bereavement. The Police Chief may waive the requirement that the four (4) days of bereavement leave must commence with the date of the death.

- (B) In the case of extenuating circumstances, the officer may be granted additional time subject to the approval of the Chief of Police.

ARTICLE 8

Personal Leave

- (A) Each member of the Association shall be entitled to four (4) days leave each contract year without loss of pay or benefits for personal reasons.
- (B) A personal day can be taken on short notice, outside the normal advance notice requirements for a vacation day. Personal days will not be subject to the limitation on the number of members who can take vacation at the same time as defined by Article 18, i.e., the three (3) member limitation.
- (C) In the event that an employee is called for jury duty on a day in which that member is assigned to work, that member shall be permitted to be absent from work so as to serve. To be eligible for jury duty benefit, the member must give the Chief of Police or their designee reasonable notice that they have been summoned for jury duty.
- (D) Members that are called to serve on jury duty on a day in which they are not assigned to work shall receive no additional benefits. A member who volunteers for jury duty will not receive time off without loss of benefits.
- (E) Personal time requests that result in an order on either the Thanksgiving or Christmas holidays shall require the approval of the Chief of Police.

ARTICLE 9

Leave of Absence

Leave of absence shall be for a limited period of time as defined in Chapter 31, section 37, of the Massachusetts General Laws.

ARTICLE 10
Sick Leave

(A) Accrual and Use of Sick Leave

1. All employees shall accrue one and one-quarter (1.25) days of sick leave per month, to a maximum accumulation of 180 days.¹
2. The Chief of Police may request a physician's certificate of illness after three (3) days of absence, after a series of repeated absences or a pattern of absences during the year(s), or before an employee returns to work.
3. Upon retirement, an employee shall receive an amount equal to twenty percent (20%) of the employee's accumulated sick days as of the date of retirement paid at fifty dollars (\$50) per day to a maximum of one thousand eight hundred dollars (\$1,800) in total.

(B) Sick Leave Bank

A Sick Leave Bank shall be established, which will be funded, as follows:

1. The Sick Leave Bank will be funded with donations of one to three days of sick leave by each bargaining unit member, which will be made in writing prior to June 30 of each fiscal year.
2. Each bargaining unit member may determine whether to donate one, two or three days of sick leave each year.
3. Bargaining unit members who do not have any sick leave available to them will not be required to donate sick leave.
4. The Sick Leave Bank shall be capped at 90 days.
5. The Sick Leave Bank will be administered by a Committee of four members, two of whom will be appointed by the Union and two of whom will be appointed by the Town Manager.
6. All decisions of the Sick Leave Bank Committee shall be final and binding, and not subject to the grievance and arbitration provisions as set forth in Article 23 of the Collective Bargaining Agreement.

¹ To be fully funded by the Town for those employed on or before January 1, 2008.

ARTICLE 11
Overtime

- (A) All overtime will be offered to permanent full time officers first and will be paid at a time and one half rate per hour for voluntary overtime in excess of the member's regularly scheduled work week, or eight (8) hours in any day.
- (B) If a member of the Association is required to work more than eight (8) hours of the member's regularly scheduled work shift, either before or after the work shift, that member will receive overtime compensation as calculated in paragraph (G) of this article for each hour or part of an hour worked, paid in half-hour increments.
- (C) If a member of the Association is required to report for duty or is recalled to work on the member's off duty time, in addition to the member's regularly scheduled work week, that member will receive overtime compensation at a rate of time and one half per hour the working member's regular hourly rate of pay for each additional hour or part of an hour worked, paid in half-hour increments, subject to a three (3) hour minimum.

The three (3) hour minimum call back shall not apply when a member is called in to report to duty before the start of a member's regularly scheduled shift and works until the regular shift commences or when a member is "held over" to work after the completion of the member's regular shift.

- (D) If a member of the Association is ordered to work overtime, that member shall do so at time and one half the working member's regular hourly rate of pay for each hour or part of an hour worked, subject to a four (4) hour minimum. It is also agreed that the ordered overtime shift shall be done so on a seniority basis with the most junior member with the least amount of ordered hours, who is working the previous shift or the shift immediately following the open shift shall be so ordered.
- (E) Members are eligible to work overtime during their vacation time and personal time, so long as said overtime is not during the hours of their regularly scheduled tour of duty.
- (F) Employees shall be on a 28-day work period for purposes of the Fair Labor Standards Act (FLSA), and shall be compensated for overtime in accordance with the FLSA.
- (G) Overtime shall be calculated as time and one half of the employee's base plus holiday pay, as defined in Article 17.

Notwithstanding any other condition in this Article 11, no term or condition in this article shall supersede any condition, practice or intent of Article 8 and/or Article 18.

ARTICLE 12

Court Time

- (A) Any member of the bargaining unit that is required by the Chief of Police or the Chief's representative to go to the District Court on behalf of the Town, for other than civil proceedings, while such member is on off duty time, shall be compensated at a three (3) hour minimum at the officer's time and one half rate.
- (B) Any member of the bargaining unit that is required by the Chief of Police or the Chief's representative to go to Superior Court on behalf of the Town, for other than civil proceedings while such member is on off duty time, shall be compensated at a four (4) hour minimum at the officer's time and one half rate.
- (C) Any member of the Association that is required to attend court on behalf of the Town during their vacation time shall be governed by the provisions of Article 18 Paragraph I.
- (D) Court time shall be calculated as time and one half of the employee's base plus holiday, as defined in Article 17.

ARTICLE 13

Extra Paid Details

- (A) The following provisions shall govern the assignment of extra paid details to Police Officers where the detail is to be paid for by the Town or by a government body or by an outside individual, group, corporation or organization.
- (B) All extra paid details shall be assigned by the Chief of Police or the Chief's representative as set out hereinafter on a voluntary basis and offered to regular officers from a seniority list and a record will be kept of this distribution. Said record will at least include an indication as to the number of details accepted and/or declined and total hours of same. Said record will be available in the Police Station upon request by a representative of the Association. Any Medway Police Officer working a detail filled by the Medway Police Department shall be deemed to be "on duty" for the Medway Police Department for the duration of the detail on site.
- (C) It is agreed that those officers who are working extra paid details do so on their off duty time or on a time when they are not specifically scheduled to work in the Police Department. The Chief of Police or the Chief's designee may authorize the

adjustment of an officer's scheduled shift to allow an extra paid detail to be filled in the event it went unfilled provided no overtime is created.

- (D) The Town shall continue to use police officers exclusively to direct and/or control traffic on all highways, streets and other roadways, and for other law enforcement purposes, through the paid detail system in accordance with the provisions contained herein.
- (E) No such assignment shall be made until the person or organization requesting services agrees to pay the following rates:
- ALL OFFICERS & SERGEANTS: Shall be paid "Detail Rate" for all Town and private details. The "Detail Rate" shall be calculated as time and one-half of the Step 5 Sergeant base rate not inclusive of holiday pay calculation.
 - When double time pay is required under this Article, compensation shall be paid at two times the Step 5 Sergeant base rate not inclusive of holiday pay calculation.
 - Extra paid details for the Medway Public Schools, Public Meetings and Medway based volunteer and sports organizations shall be for a minimum of three (3) hours at time and one half the Step 6 Patrol Rate not inclusive of holiday pay calculation. These details shall be paid in one (1) hour increments for any portion of an hour worked. Any portion in excess of the three (3) hour minimum shall also be at this Detail Rate of pay.
 - All other Details shall be for a minimum of four (4) hours at the officer's regular detail rate of pay.
 - There will be an additional four (4) hour minimum that will apply after the officer completes the first four (4) hour minimum. However, the total number of hours to be paid shall not exceed eight (8) hours unless the total number of hours from the commencement of the day's detail until its conclusion exceed eight (8) hours.
 - Officers that are required to work extra paid details in excess of eight (8) hours or any portion of an hour in excess of eight (8) hours shall be compensated at the double time Detail Rate of pay.

It is further agreed that for other than Medway Volunteer Organizations, Medway Public School functions, and Town of Medway Departments, details that commence on Sundays or legal holidays shall be paid at a rate equal to the officer's double time detail rate of pay.

- (F) Details for private entities involving labor strikes shall be paid at the Officer's double time rate as described in Paragraph D of this Article and shall be for a minimum of four (4) hours. Any portion in excess of the four (4) hour minimum shall be paid in additional four (4) hour blocks.
- (G) The parties agree that the Town will make payment to the Town's treasurer for the details in compliance with the provisions of the Massachusetts General Laws.
- (H) The payment of all extra paid details will be made on the same check or voucher as the officer's regular weekly check and the officer will be paid for the details no later than the second payroll week after said detail is worked, contingent upon availability of funds in the account.
- (I) It is further agreed that as may be necessary, from time to time, the Select Board shall place an article on an annual or special town meeting warrant to transfer a sum of money into the detail revolving account in order that Section F of Article 13 be complied with.

ARTICLE 14²
Wages

- (A) It is agreed that members of the bargaining unit will be placed on the appropriate wage scale according to their years of service on their anniversary date of employment. Wages are shown on Attachment "A" of this agreement. SERGEANT Step 5 will become part of the associated pay scale commencing July 1, 2022 (Fiscal Year 2023).
- (B) For purposes of moving to Patrol or Sergeant Step 6, it is understood that the years of service utilized to reach the thirtieth year shall include full-time patrol and dispatch time with a Commonwealth of Massachusetts public safety agency, provided that full-time is defined as not less than twenty-four hours per week. All other Patrol steps timing are calculated from the officer's first day of the police academy.
- (C) It is further agreed that member of the bargaining unit shall be paid a shift differential of six percent (6%) of their daily wage per shift for all shifts commencing between the hours of three p.m. and eleven p.m. and a differential of seven percent (7%) of their daily wage per shift for all shifts commencing on or after eleven p.m. until seven a.m.
- (D) Wages shall be paid on a bi-weekly basis. The Town will implement a paperless pay system but shall email pay advice information to employees. Details shall be paid on

² All wage calculations are subject to verification by the Town.

the same direct deposit advice as the regular payroll direct deposit advice. Insurance withholdings will be deducted over 24 pay periods (2 per month).

(E) The following stipends will be paid to Officers assigned by the Chief to fill these respective extra duty positions:

| | |
|--|---------|
| - School Resource Officer/Juvenile Officer | \$2,000 |
| - Part-Time School Resource Officer | \$ 250 |
| - Detective Sergeant/Detective | \$1,500 |
| - Safety Officer | \$ 500 |
| - Field Training Officer | \$ 500 |
| - Public Information Officer | \$ 500 |
| - Primary Armorer | \$ 500 |
| - LTC Processor | \$ 500 |
| - Fleet Manager | \$ 500 |
| - Medical/Pharmaceutical Officer | \$ 500 |
| - Evidence Technician | \$ 250 |

Stipends for time worked in the above positions shall be paid during the first pay period in June. Prorated payments for part-time work may be paid as determined by the Chief of Police. Officers that do not complete a full year in an assigned extra duty stipend position shall receive a prorated stipend by quarter at the discretion of the Chief of Police.

Field Training Officers shall receive one (1) hour of flex time for every eight (8) hours assigned to a newly appointed officer's field training period, said time to be provided following completion of said training as verified by the Field Training Program Manager.

ARTICLE 15

Longevity

It is agreed that all members of the bargaining unit will be paid each year for longevity according to their years of service with the Town. All payments will be based on the following schedule:

AFTER FIVE (5) YEARS SERVICE: One and one half (1.5%) of annual base salary, annual base salary shall include education payments made in accordance with Article 21.

AFTER TEN (10) YEARS SERVICE: Two percent (2%) of annual base salary, annual base salary shall include education payments made in accordance with Article 21.

AFTER FIFTEEN (15) YEARS SERVICE: Two and one half percent (2.5%) of annual base salary, annual base salary shall include education payments made in accordance with Article 21.

AFTER TWENTY (20) YEARS SERVICE: Three percent (3%) of annual base salary annual base salary shall include education payments made in accordance with Article 21.

AFTER TWENTY FIVE (25) YEARS SERVICE: Three and one half percent (3.5%) of annual base salary, annual base salary shall include education payments made in accordance with Article 21.

ARTICLE 16 **Temporary Service Out Of Rank**

- (A) Whenever a member of the Association is specifically assigned by the Chief of Police or the Chief's designee to perform the duties and responsibilities of a higher rank, or designated the Officer in Charge of a work shift, said member shall receive for each full work shift of such assignment a stipend of eight percent (8%) of the top patrolman daily wage for that shift.
- (B) Whenever a member of the Association is appointed by the Town Manager as a temporary or provisional Sergeant in accordance with Chapter 31 of the general laws, said member shall be paid at Sergeant Step 1.
 - 1. If the Town Manager appoints a member of the bargaining unit to a provisional, temporary, or acting Lieutenant position, in accordance with Chapter 31 of the General Laws, said member shall be compensated at the rate of 1.3 times the weekly rate of Sergeant S-4 rate, or the compensation for the lowest paid non-union position of Lieutenant, whichever is lower, for the duration of said temporary appointment. .
- (D) Under this agreement, the stipend provided in A, B, or C above shall not be included in the base salary of the member for purposes of overtime, court time or extra paid detail compensation.

ARTICLE 17 **Holidays**

- (A) The following days shall be considered paid holidays:

New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Veterans Day, Thanksgiving Day, ½ day on the day before Christmas, Christmas Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, and any other legal holiday designated and funded within the same fiscal year

by the Massachusetts Legislature. This article will be construed to mean that each member of the bargaining unit is guaranteed twelve and one-half (12.5) paid holidays in any given year of this agreement.

- (B) A "Paid Holiday" shall mean that each member of the Association shall be paid one (1) day's pay equal to eight (8) hours (or ½ day's pay equal to 4 hours for the ½ day holiday) of the officer's regular straight time rate of pay for each holiday whether the member works that day or not. Holiday pay shall be calculated as the employee's base pay plus education payments made in accordance with Article 21.
- (C) The Town agrees to pay these twelve and one-half (12.5) paid holidays in two (2) separate payroll checks in the last pay period in October and in the first pay period of November of each year.
- (D) The Town will pay the employees for the twelve and one-half (12.5) paid holidays per the above paragraph with the understanding by the employees that they must repay any days not acquired if they terminate their employment.

ARTICLE 18

Vacations

- (A) Starting July 1 each year, all members shall be able to request vacation time for use during the current fiscal year using the department's electronic scheduling software. The department's scheduling software shall display all vacation time as it is granted and shall record the date and time the vacation request was submitted.
- (B) Vacations shall be granted on a seniority basis; however, a senior member in order to maintain seniority status, must post their vacation time on the vacation list no less than one hundred fifty (150) days in advance of the first day of the start of vacation time. If the senior member's vacation time is not posted on the vacation list at least one hundred and fifty (150) days in advance, seniority for that vacation time shall be granted to the member who posted their vacation time the earliest on the vacation list.
- (C) Members of the bargaining unit may be allowed to take vacation leave one (1) day at a time, provided that such requests to the Chief of Police for a vacation leave day are made on or before the Wednesday prior to the posting of the weekly schedule which would be affected by the vacation leave request.

Multiple one-day requests may be submitted to the Chief of Police in accordance with the prior paragraph.

- (D) Members of the bargaining unit will accrue and be granted the following amounts of vacation after completing the following periods of continuous full-time employment during the fiscal year, which includes time served as Town of Medway public safety communicators:

| Service Period | Vacation |
|-----------------------|--|
| Six Months | Five Work Shifts |
| One Year | Ten Work Shifts |
| Two Years | Eleven Work Shifts |
| Three Years | Twelve Work Shifts |
| Four Years | Fourteen Work Shifts |
| Five Years | Fifteen Work Shifts |
| Ten Years | Twenty Work Shifts |
| Fifteen Years | Twenty Work Shifts plus one additional shift each additional year; Thirty-two Shifts Maximum |

Any member that is employed as of January 1, 2008, will receive the member's full annual accrual in the member's last year of employment, regardless of the effective date of the member's retirement.

- (E) It is agreed that members of the bargaining unit will be allowed to commence their vacations on any day of the week they desire.
- (F) It is also agreed between the parties that three (3) members shall be allowed to take vacations at the same time on a seniority basis and that additional members may be allowed to take vacation during that same period, providing that it poses no hardship to the working operation of the police department. If the Chief of Police has good cause why a member of the bargaining unit shall not be allowed to take an allotted vacation, then the Chief shall so notify that member in writing.
- (G) It is also agreed between parties that, in compliance with all other sections of this Article, a member of the Association may be able to take all or any part of their allotted or accumulated vacation time they so desire; however, that member's seniority with respect to vacations applies only to any two (2) weeks of that vacation period, after which junior members may rightfully request and be granted vacation time under this Article. If the Chief of Police has good cause why that member shall not be allowed to take that allotted vacation, then the Chief shall so notify the member in writing.
- (H) Vacation Accumulation/Carryover:
1. Vacation time will be accrued every July 1st. Members shall be allowed to accumulate five (5) vacation days from any one fiscal year to the next fiscal year up to a maximum of thirty (30) days.

2. Any member of the bargaining unit whose employment anniversary date occurs during the contract period July 1 to June 30 of each contract year and is entitled to additional vacation time according to Section D, may take or accumulate those vacation days.
 3. Any member desiring to accumulate vacation time must make that decision known in writing to the Chief of Police prior to June 1st of each contract year.
- (I) If a member of the bargaining unit is required to attend court on behalf of the Town during their vacation time, that officer may, at their option, be compensated with an additional day of vacation for each day of court appearance. This vacation time will be in lieu of court time pay and court time pay will be relinquished. Such additional vacation days will commence at the end of that member's regularly scheduled vacation period.
- (J) While a member of the bargaining unit is on vacation, that member may work extra paid details provided;
1. The work assignment is in accordance with the provisions of Article 13 (Extra Paid Details) of this agreement;
 2. Should the Chief of Police determine that it is not in the best interest of that member to work extra paid details during a vacation period, the Chief of Police shall so notify the member in writing stating the reasons for not allowing the member to work extra paid details during this vacation period.
- (K) Any member of the bargaining unit shall be credited with prior full time continuous years of service with the Town, and not only as a police officer, in the calculation of the amount of vacation leave to be granted by the Town.
- (L) Employees will be compensated for accrued but unused vacation leave upon separation from employment.
- (M) Whenever employment is terminated by death, the beneficiary of the deceased shall be paid an amount equal to the vacation days accrued and accumulated, but not used, prior to the employee's death.

ARTICLE 19

Insurance

The Town agrees to include in the Health Insurance plans the coverage for Dental health. It is further agreed that such dental health coverage shall not include any premium payment contribution by the Town.

The Town agrees to establish and maintain an insurance policy, which covers all members of the bargaining unit in the event civil action is taken against any member, arising out of the performance of the member's duty as a police officer. This action does not apply in the case of action taken against the officer for brutality.

The Town agrees to establish and maintain an insurance policy which covers all members of the bargaining unit in the event that any member of the bargaining unit dies in the performance of their duty as a police officer; that insurance policy will pay that officers' stated beneficiaries no less than the sum of fifty thousand dollars (\$50,000).

ARTICLE 20

Basic Recruit Training

(A) All newly appointed full time police officers must successfully complete a Basic Recruit Training Academy in accordance with Massachusetts General Laws Chapter 41, Section 96B. During the time of their basic recruit training, these officers shall be known as Student Officers.

(B) Municipal Recruit Academy Training Fee

1. It is understood that from time to time, as legislated by the Massachusetts Legislature, and signed by the Governor of Massachusetts, or instituted by the Massachusetts Criminal Justice Training Council or Department of Justice Training Council, there may be a fee, tuition or other so called expense charged to the Town, Student Officer, or both, as compensation for attendance at a Municipal Recruit Training Academy.
2. For the purpose of this agreement, this fee, cost, tuition or expense shall be called a Municipal Recruit Academy Training Fee.
3. In the event there is such a Municipal Recruit Academy Training Fee, the Town agrees to pay this fee or absorb the cost of this fee without recompense to the Student Officer, provided that the officer completes thirty-six (36) months of service with the Medway Police Department, beginning with the commencement date of the Municipal Recruit Training Academy.
4. In the event that the officer does not complete thirty-six (36) months service with the Medway Police Department, the officer shall have to repay the Municipal Recruit Training Academy Fee pro-rated against the number of whole months the officer will be short of the thirty-six month requirement.
5. In the event within the thirty-six month commitment, the officer is discharged, retired from active duty due to an 'on the job injury', or laid off, the Municipal Recruit Academy Fee will not be required to be repaid.

ARTICLE 21
Educational Incentive Plan

- (A) 1. Police Officers in Medway, hired prior to July 1, 2018, shall be entitled to an education incentive payment according to the following degree breakdown:

Associate Degree – Ten Percent (10%) of annual base salary

Bachelor's Degree – Twenty Percent (20%) of annual base salary

Master's Degree – Twenty-Five Percent (25%) of annual base salary

Officers hired on or after July 1, 2018 shall only be eligible for the above payments for college degrees in Criminal Justice, Public Administration, Emergency Management, Homeland Security or Criminology. The Town Manager may authorize payments for an otherwise titled degree that meets the educational criteria of those listed above.

Effective July 1, 2023, Officers covered herein who attain a second master's degree in the course studies listed above shall be entitled to an annual amount of \$1,000. Officers who obtain a doctorate degree in the course studies listed above or juris doctor degree shall be entitled to an annual amount of \$2,500.

2. Officers who commence employment via lateral transfer after July 1st in a given year and those officers who graduate from the police academy after July 1st and qualify for this incentive plan shall have any payments issued hereunder prorated on a monthly basis, and, further, said payment would begin during the first pay period following date of employment and/or graduation.

3. Officers may elect to take the incentive payment herein in a lump sum amount, provided that they shall provide the Chief or designee with a written request for said payment at least twenty-one (21) days in advance of requested pay date.

B. 1 Tuition Reimbursement: Officers who wish to take college courses as part of a Criminal Justice or Public Administration degree program may seek tuition reimbursement according to the following policy:

At least one year of continuous employment is required for an employee to be considered for tuition reimbursement; and, at least one year of continuous employment is expected upon completion of the course of study. Employees are limited to 2 courses per fiscal year with the funding source for reimbursement coming from the Police Department budget, subject to available funding. If funds are available in the Police education line item at the end of the fiscal year, an employee may seek additional reimbursement for courses taken, subject to the approval of the Town Manager. In order to be reimbursed, an employee must achieve a 3.0 GPA on a 4.0 GPA grading system for undergraduate studies; a "pass" in a "pass/fail" grading system or minimum

grade of B for graduate studies. The institution must be accredited. Requests for reimbursement must be submitted for pre-approval by the Human Resources Director and Town Manager a minimum of 30 days prior to course registration deadline. Approval will be granted on a first-come, first-served basis until appropriated funds are exhausted.

ARTICLE 22

Emergency Medical Technicians

Any officer having attained certification and/or recertification as an Emergency Medical Technician (EMT) as of January 1, 2008, shall receive a stipend of \$1,000 a year. Any officer who attains such certification and/or recertification after January 1, 2008, shall receive a stipend of \$400 per year. Said payment shall be made upon request of the officer and upon proof of certification or re-certification as an Emergency Medical Technician. Reference to the Rules and Regulations of the Medway Medical Emergency Service will be adhered to.

ARTICLE 23

Grievance Procedure

A grievance which is a dispute which might arise between the parties concerning the application, meaning or interpretation of this Agreement shall be resolved in the following manner:

1. The aggrieved officer shall present the matter informally to the Chief of Police, or the Chief's designee, for adjustment not later than twenty (20) working days after the occurrence of the event giving rise to the grievance.
2. If no satisfactory resolution is made in Step 1 within forty-eight (48) hours, the aggrieved officer shall within five (5) days reduce the grievance to writing and file a copy of same with the Chief of Police and the Town Manager.
3. The Town Manager shall upon receipt of the written grievance, consider same and notify the officer and the Association of the result of their consideration within fourteen (14) days.
4. If the Town Manager fails to act upon said grievance within fourteen (14) days of presentation, or after their disposition thereof, the Association or the employer may within forty-five (45) days thereafter request arbitration of the grievance pursuant to the rules of the American Arbitration Association, provided, however, that no grievance shall be submitted to arbitration which:

- (a) Involves a matter of policy, management rights reserved to the employer, or the rules and regulations of the police department.
- (b) Involves a matter that is outside the scope of the expressed terms of this agreement.
- (c) Involves a matter which the employer could not effectuate regardless of the decision of the Arbitrator.
- (d) Involves a matter that was proposed in negotiations but not included in the expressed terms of this agreement.
- (e) Involves a matter not presented in accord with the time limitations set forth herein.

Nothing in this agreement shall be construed as to obligate the parties to arbitrate the terms of any agreement or reopen their offer upon termination of this agreement. The arbitrator shall have no power to add or to subtract from or modify any of the terms of the agreement. The cost of the Arbitrator shall be borne equally by the parties, and the decision of the Arbitrator will be final and binding on all of the parties.

5. An employee may opt to pursue an appeal to the Civil Service Commission under G.L. c. 31 or through arbitration, with the approval of the Union, but may not pursue an appeal in both forums.
 - (a) Employees receiving a suspension for a period of five (5) days or less who request an appointing authority hearing pursuant to G.L. c. 31, §41, may only pursue an appeal to the Civil Service Commission. Employees receiving a suspension for a period of five (5) days or less who waive an appointing authority hearing pursuant to G.L. c. 31, §41, may file an appeal to the Civil Service Commission or a demand for arbitration in accordance with this Article 23. However, review in both forums cannot be pursued. In the event both an appeal and a demand for arbitration are filed, the demand shall be dismissed.
 - (b) Employees for whom the contemplated discipline is a demotion, a suspension of more than five (5) days or a termination shall make an election following the appointing authority's final decision (i.e., after the appointing authority hearing) by filing either an appeal to the Civil Service Commission or a demand for arbitration in accordance with this Article 23. However, review in both forums cannot be pursued. In the event both an appeal and a demand for arbitration are filed, the demand shall be dismissed.

ARTICLE 24
Disciplinary Action

No permanent member (i.e., one who has successfully completed the probationary period) shall be removed, dismissed, discharged or suspended in any manner except for just cause. If an officer's job is in jeopardy, the officer will be entitled to have an attorney present on the officer's behalf at any hearing attendant thereto. Disciplinary action is subject to the grievance process contained herein commencing at Step 2.

ARTICLE 25
Termination

- (A) Any member of the bargaining unit who terminates employment by means of, but not limited to, retirement, resignation, discharge or layoff, that member shall be entitled to a pro rata portion of all benefits due, including unused holiday pay, Earned Credit Premium per Article 20, and Vacation days or compensation per Article 18.
- (B) It is also agreed that all longevity pay and Emergency Medical Technician's pay that is paid in advance shall be deducted from the member's last paycheck.

ARTICLE 26
Firearms Qualification

Each member of the bargaining unit shall meet all annually mandated state firearms qualification and training standards with the member's service weapon(s) at an approved police qualification range. The Town agrees to pay the full cost of mandated firearms qualification and training, including the cost of ammunition.

ARTICLE 26A
Seat Belts

All police officers shall comply with the Department's Policies and Procedures regarding the use of seat belts. No officer, however, shall be disciplined for failure to wear a seat belt when the officer has a legitimate tactical reason for not doing so.

ARTICLE 26B
License Requirements

All police officers shall possess a valid and current Massachusetts driver's license or authorization to operate in Massachusetts as a condition of employment.

Any failure by an officer to report that the officer's license has been suspended or revoked when the officer knew or, given the officer's law enforcement knowledge, should have known the license may have been suspended or revoked, shall constitute just cause for disciplinary action.

ARTICLE 27
Management Rights

- (A) The Town shall not be limited in any way in the exercise of the functions of municipal management or government, and the Town shall have retained and reserved unto itself, and may exercise without bargaining with the Association, all the powers, authority and prerogatives of municipal management or government including, but not limited to, the following:
- (a) the operation, direction and control of the affairs of the Medway Police Department in all of its various aspects;
 - (b) the determination of the level of services to be provided;
 - (c) the direction, control, supervision and evaluation of the Officers;
 - (d) the determination of employee classifications;
 - (e) the determination and interpretation of job descriptions, provided the Town gives the Union notice and an opportunity to bargain over material changes;
 - (f) the planning, determination, direction and control of all the operations and services of the Department (and its units and programs);
 - (g) the increase, diminishment, change or discontinuation of operations, methods, facilities, processes, services or techniques, in whole or in part, provided the Town gives the Union notice and an opportunity to bargain over the impacts of material changes;
 - (h) the institution of technological changes from time to time or the revising of processes, systems or equipment;
 - (i) the alteration, addition or elimination of existing methods, equipment, facilities or programs;
 - (j) the determination of the location, organization, number and training, including in-service, physical and firearms training, of Officers of the Department, or its units or programs;

- (k) the assignment of Officers to duties and work assignments, including, but not limited to foot patrol, motor patrol, traffic, investigations, dispatching and administrative duties, and any changes in duties and work assignments, provided such duties and assignments are consistent with the responsibilities of law enforcement officers;
- (l) the creation, assignment and change of shifts, including the establishment, determination and change, from time to time, of shift times and shift assignments, and the determination of the number of shifts and the changing of the number of shifts;
- (m) the use of non-bargaining unit Town employees, including Reserve Officers, to perform bargaining unit work, provided the Town gives the Union notice and an opportunity to bargain over material changes in the allocation of work to non-bargaining unit Town employees;
- (n) the assignment to work sites, including the change of work sites, from time to time;
- (o) the granting and scheduling of leaves, including administrative leave;
- (p) the scheduling and enforcement of working hours;
- (q) the assignment of, and requirement to, perform overtime;
- (r) the determination of which Officers, if any, are to be called in for work at times other than their regularly scheduled hours;
- (s) the requirement that Officers respond to a recall;
- (t) the determination of whether goods should be made, leased, contracted or purchased on either a temporary or a permanent basis;
- (u) the selection, hiring, appointment, employment, testing and promotion of Officers, including Reserve Officers, including the determination of qualifications and requirements for the position or rank;
- (v) the reprimand, suspension, demotion, discipline or discharge of Officers, subject to Article 24;
- (w) the layoff of Officers due to lack of funds or work, or for any other reason;
- (x) the relief of Officers from duty for incapacity to perform duties, or for any other good faith reason;

- (y) the making, implementation, amendment, and enforcement of reasonable rules and regulations and reasonable operating and administrative procedures as the Town deems necessary;
- (z) the establishment from time to time of dress codes and uniform standards, including the determination of whether a uniform will be worn, the type, quality, color and brand of uniform, the equipment to be used and the weapons to be carried by officers;
- (aa) the inspection of uniforms and equipment from time to time;
- (bb) the reorganization of the Department in whole or in part; and
- (cc) the appropriation of funds;

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

- (B) Nothing in this Article shall be interpreted or deemed to limit or deny any rights of management provided to the Town by law.
- (C) Notwithstanding any provision in this Agreement to the contrary, during an emergency, the Town shall have the right to take any action necessary to meet the emergency.
- (D) Any matter arising under the exercise of a management right by the Town pursuant to this Article 27, or any matter reserved to the discretion of the Town by the terms of this Agreement, shall not be subject to the grievance and arbitration procedure set forth in Article 23 nor be construed as grievable.

ARTICLE 28

Fair Labor Standards Act of 1938

The articles, terms and conditions set forth in this contract shall be in compliance with the mandated requirements of the Fair Labor Standards Act of 1938 and amendments thereto as of the date of this contract.

ARTICLE 29

Agreement Validity Terms

This agreement and the articles and conditions herein constitute the complete and exclusive statement of the terms of this agreement between the Town and the Association; and supersedes all prior representations, understandings and

communications relating thereto. The invalidity in whole or in part of this agreement shall not affect the validity of other provisions. Either party's failure to insist, in any one or more instances, upon the performance of any term of this agreement shall not be construed as a waiver or future performance of such a term or terms and each party's obligation in respect thereto shall continue in full force and effect.

ARTICLE 30
Agreement Duration

This Agreement will be effective from July 1, 2024, except as otherwise provided for, and will remain in full force and effect until June 30, 2027, and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than eight (8) months prior to the expiration date set forth above or any subsequent year in which this Agreement shall remain in effect. All provisions of this agreement shall remain in effect until a successor agreement is ratified by both parties.

THIS AGREEMENT has been duly executed by the authorized representatives of the Town of Medway and the Medway Police Association.

TOWN OF MEDWAY

By: _____

Michael E. Boynton,
Town Manager

Date: _____

2/15/24

MEDWAY POLICE
ASSOCIATION

By: _____

Ryan Ober,
President

Date: _____

2/15/24

MEDWAY POLICE WAGE SCALES

FY'2025 - FY'2027

ATTACHMENT "A"

| | FY'2025 | FY'2026 | FY'2027 |
|---|--------------|--------------|--------------|
| PATROL OFFICERS | 4.00% | 4.00% | 3.00% |
| PTL 1 (First Year) | \$1,259.47 | \$1,309.84 | \$1,349.14 |
| PTL 2 (At Start of 2nd Year) | \$1,330.97 | \$1,384.21 | \$1,425.74 |
| PTL 3 (At Start of 3rd Year) | \$1,398.08 | \$1,454.01 | \$1,497.63 |
| PTL 4 (At Start of 4th Year) | \$1,438.97 | \$1,496.53 | \$1,541.43 |
| PTL 5 (At Start of 8th Year) (5% above P4) | \$1,510.92 | \$1,571.36 | \$1,618.50 |
| PTL 6 (At Start of 30th Year) (5% above P5) | \$1,586.47 | \$1,649.93 | \$1,699.43 |
| SERGEANTS | 4.00% | 4.00% | 3.00% |
| SGT 1 (10% above P4) | \$1,582.87 | \$1,646.19 | \$1,695.57 |
| SGT 2 (13% above P4) (At Start of 2nd Year In Grade) | \$1,626.04 | \$1,691.08 | \$1,741.81 |
| SGT 3 (16% above P4) (At Start of 3rd Year In Grade) | \$1,669.21 | \$1,735.98 | \$1,788.06 |
| SGT 4 (20% Above P4) (At Start of 4th Year In Grade) | \$1,726.77 | \$1,795.84 | \$1,849.71 |
| SGT 5 (5% Above SGT4) (At Start of 6th Year In Grade) | \$1,813.11 | \$1,885.63 | \$1,942.20 |
| SGT 6 (5% Above SGT5) (At Start of 30th Year) | \$1,903.76 | \$1,979.91 | \$2,039.31 |