ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

Warren Patrolmen's Association
New England Police Benevolent Association Local 195

AND

TOWN OF WARREN

EFFECTIVE DATES: July 1, 2019 through June 30, 2022

PREAMBLE

Collective bargaining Agreement by and between the Town of Warren, Massachusetts hereinafter referred to as the "Town", and the Warren Patrolmen's Association, hereinafter referred to as the "Union".

Witness that in consideration of the mutual Agreement of the parties hereinafter set forth, the parties hereto agree as follows,

ARTICLE I. Effective Dates-Duration

This Agreement shall remain in force and effect for a term beginning July 1,, 2019 and ending June 30, 2022, and shall remain in force and effect thereafter until a successor agreement is reached.

ARTICLE II. Recognition

The town recognizes the Union as the exclusive bargaining branch agent for the employees with the rank of police officer and sergeant, both full time and intermittent, of the Warren Police Department, for the purpose of collective bargaining relative to wages, hours, and other conditions of employment subject to all existing statues relative to police and police departments. For the purposes of this Agreement, an intermittent police officer is one who works less than (40) hours each week on a regular basis. The bargaining unit shall not include the Police Chief, Deputy Chief of Police, and any other civilian employees of the Police Department. Any police officer who accepts employment in a civilian position within the police department (i.e. clerk) shall not be under this Agreement while so employed and shall be paid at the regular rate of the job performed. Said hours shall not be used to compute under this agreement.

ARTICLE III. Non-Discrimination

The Town and Union agree not to discriminate against employees covered by this Agreement because of membership or non-membership in the Union.

ARTICLE IV. Management Rights

The Town shall not be deemed limited in any way in the exercise of the functions of municipal management or government and shall have all the powers, authority, and prerogatives of municipal management of government including, but not limited to the following examples:

a. The operation and direction of the department;

b. The determination of the levels of services;

c. The direction, control, supervision, evaluation, and training of the officers and sergeants;

d. The determination of employee classifications and the interpretation of job descriptions;

e. The increase, diminution, change, or discontinuation of operations in whole or in part;

f. The institution of technological changes and the revision of equipment and facilities;

g. The determination of the number of personnel and organization for the department;

h. The assignment and transfer of officers and sergeants;

i. The scheduling and enforcement of working hours and leaves;

j. The determination of overtime;

k. The determination of whether goods or services shall be leased, contracted, or purchased, or whether such shall be done on a temporary or permanent basis;

l. The appointment, promotion, demotion, supervisions, discipline, or discharge of officers and sergeants;

m. The relief of officers or sergeants due to lack of funds or the incapacity to perform duties with just cause or for any other legitimate reason.

n. The promulgation, amendment, and enforcement of reasonable rules and regulations and the administrative procedure as the Town deems necessary;

o. The determination of the existence of an emergency declared in accordance with the laws and the power to take all necessary action to respond to that emergency, notwithstanding any provision of this contract.

p. At the discretion and direction of the Chief of Police, with reasonable suspicion, an officer shall submit to drug testing when ordered to do so. This testing will be done at no cost to the officer. Any positive results of such test will result in the officer being mandated to utilize the services of the Employee Assistance Program. Positive test results will be used as part of progressive discipline and is not subject to grievance or arbitration.

The exercise of the rights of management shall not be subject to the submission to arbitration procedures established in Article XVII herein, except to the extent expressly abridged by a specific provision of this Agreement.

ARTICLE V. Amendment, Waiver, and Stability of Agreement

a. No agreement, understand, alteration, or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executive in writing by the parties hereto.

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

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

ARTICLE VI. Hours and Work and Working Schedule

The workweek for fulltime officers consist of five (5) eight (8) hour days totaling (40) hours. However, with the majority vote of the Union, and the agreement of the Police Chief, a rotating schedule consisting of four (4) days on and two (2) days off may be established for the union.

Implementation of the four (4) days on and two (2) days off schedule will be based on 2080 annual working hours, paid at forty (40) hours per week. All other overtime and contract provisions currently in place remain the same.

The Police Chief or his designee shall establish the work schedule for the department. The Police Chief or his designee shall have the discretion to change shift time or create temporary shifts any time if the operating needs of the department so require and assign members of the bargaining unit to such shifts. Subject to the foregoing provisions, however, the Police Chief or his designee will provide regular work schedule for members of the bargaining unit which shall be based on a work shift of eight (8) consecutive hours.

The normal starting and quitting times of several work shifts or tours of duty shall be 7 AM – 3 PM, 3 PM-11 PM, 11 PM – 7 AM, 10 AM – 6 PM, and a street shift from 6 PM – 2 AM.

All work assignments shall be posted in advance, giving forty-eight (48) hours notice whenever possible. Nothing contained in this article shall limit the authority of the Police Chief or his designee to alter regular scheduled work shifts or to reassign individual members of the bargaining unit or group of such members when the needs of the department require said change or during an emergency situation. A determination as to the existence of an emergency or the needs of the department shall not be subject to grievance or arbitration.

Each officer will be required to have a minimum of eight (8) hours off duty between shifts and no officer shall work more than sixteen (16) hours on any one day unless there is an emergency situation approved by the Chief. Court time shall not apply in the above limitations.

All part-time police officers must work a minimum of sixteen (16) hours per month. Part-time officers failing to meet this minimum monthly requirements will be ineligible to work outside details in the following month. Work hours not included in the minimum monthly calculation are any job paying outside detail rate. The ineligibility penalty on outside details shall not apply if the part-time officer was not offered any shift work/training/court time that month.

ARTICLE VII. Shift Assignments

Within thirty (30) days of the execution of this agreement the Chief shall post a shift selection list, listing all shifts. Police Officers may then select, in descending order of the Seniority List, a work shift. Once an officer has selected a shift, the Chief must assign that officer to his/her selected shift provided he/she meets all qualifications for that shift. Any qualifications unique to a particular shift must be in writing and posed prior to the shift selection list. Subject to emergencies, work shifts shall remain in force for a three (3) month period, at the end of which the shifts will be reposted and the process herein described repeated.

"Seniority List" as used in the Agreement shall mean a list composed of all employees of the Union with ranking given first to Sergeants then Patrolmen. In each category, ranking will be given on the basis of the date of current appointment as a permanent full time sergeant or patrolman with the earliest date of an appointment being given the highest ranking. Completion of training as required by Mass General Laws Chapter 41, Section 96B shall not be a determination factor as to status as a permanent full time police officer.

This article shall not be applicable to administrative positions such as Court Officer and Crime Prevention Officer and such positions shall not be subject to the shift selection process described herein.

The chief shall post all the shifts of all employees subject to this agreement. The initial posting shall be within fifteen (15) days of the execution of any new shifts.

The Chiefs decision on the assignment of tours of duty in the work schedule are final and not subject to a grievance and arbitration procedure.

ARTICLE VIII. Overtime

a. Overtime shall be defined as time worked by a member of the Union when he/she is retained on duty at the expiration of his/her scheduled shift or when he/she is called back to duty when he/she is not scheduled to work by the Chief or his designee.

b. A member of the Union shall be paid for overtime work at the rate of one and on-half (1.5) times his/her base rate of pay, subject to the requirement that eight (8) hours per day or forty (40) hours per week be met before the one and one-half (1.5) rate is paid.

c. When overtime work is available for a member of the Union, the Police Chief or his designee shall assign overtime on a basis of a rotating roster. All available shifts, with the exception of officers training as outline in Article VIII, section F, will be split among full-time and part-time officers. Said rotating roster shall be posted on the department bulletin board. However, the Chief or his designee shall not be subject to the rotating roster under the following circumstances:

   1. When overtime is required by the Chief or his/her designee to complete work assigned during regular duty time and the same officer or sergeant is available to continue handling the work after the end of his shift, such officer or sergeant shall remain on duty and complete the work;
   2. When overtime requires a specialized skill such as breathalyzer operation, accident investigation, photography, or fingerprint recovery, only an officer or sergeant qualified in such specialized skill shall be eligible for overtime on a rotating basis.
   3. When a supervisor is needed, only a sergeant shall be eligible to be assigned on a rotating basis;
   4. When the start time of an entire shift is advanced to begin prior to its regular scheduled time, or an entire shift is held over, only the officers and sergeants assigned to that shift shall be eligible for the overtime, provided, however, that other members of the Union may also be assigned overtime according to the operating needs of the department as determined by the Police Chief or his/her designee; and
   5. When the appropriate authority declares a state of emergency in Warren.

d. This article shall be subject to these conditions;
   1. It is the intent of this article that each employee shall be afforded an equitable number of opportunities to work overtime, subject to the exceptions listed in (c) 1 through (c) 4, with no obligation on the Town to equalize overtime hours worked among employees and
   2. There shall be no infringement on the Chief's right to determine when overtime is necessary or to require overtime service by officers or sergeants of the Department.

e. Any employee recalled to duty by the Chief of his/her designee shall be credited with not less than four (4) hours for such recalled duty. Recall pay is not intended to apply when an employee works extra hours that merge with his/her work shift. Specifically, compensation under this section is not available when an employee is called to report to duty before the start of his/her scheduled shift and his/her works until the shift commences. Compensation under this section

is not available when an employee is "held over" to work after the completion of his/her shift.

f. When it is necessary to replace a shift of a full-time officer who is scheduled for training or other type of schooling, said officer's shift may be filled by a part-time officer.

ARTICLE IX. Holidays

All full-time officers of the Town of Warren shall be entitled to the following holidays without loss of compensation provided that such employee be in the employment of the Town for at least fifteen (15) weeks prior to any such legal holiday, that any such legal holiday shall occur during the work weeks of any such employee and that such employee shall work the day preceding and following any such holiday unless a duly authorized leave has been granted for either of said days by the Personnel Board or Chief of Police. Such legal holidays shall include: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day (July 4th), Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the Friday after, and Christmas Day, and one floating holiday on a date of choice of the employee subject to approval by the Chief of Police.

Full-time officers who are scheduled to work on any legal holiday shall be compensated at a rate of one and one-half (1.5) times the rate they would normally receive for that time worked, in addition to eight (8) hours holiday pay for said holiday. Part-time officers who are scheduled to work any legal holiday shall be compensated at a rate of one and one-half (1.5) times that officer's regular rate of pay for the time worked on said holiday. However, the rate of compensation for any officer who is scheduled to work on the legal holidays of Thanksgiving, Christmas, and New Year's Day shall be compensated at a rate two (2) times that officers regular rate of pay, in addition to eight (8) hours holiday pay.

ARTICLE X. Vacations

A. Annual vacations with pay will be granted to full-time officers in accordance with the following schedule:
   1. ***Less than one year of employment*** – one half (1/2) day per month not to exceed five (5) working days.
      One (1) year of employment but less than five (5) years – two (2) weeks (10 working days).
      Five (5) years of employment but less than ten (10) years – three (3) weeks (15 working days)
      Five (5) years of employment – but less than ten (10) – three (3) weeks (15 working days)
      Ten (10) years of employment but less than fifteen (15) years – four (4) weeks (20 working days)
      More than fifteen (15) years of employment – five (5) weeks (25 working days)

2. An employee's length of service on June 30th will determine the amount of vacation leave to which the employee is credited for the next fiscal year. The vacation time credited is only to be used from-July 1st through June 30th. Should an employee be hired between July 1st and prior to September 1st of any fiscal year, said employee would be eligible for the "one year of employment vacation (10 working days)" as of July 1st of the following year. Half days of vacation are not allowed to be used as they accrue. One-half (1/2) days cannot be used until July 1st.

3. For purposes of calculating vacation time under this section, only a part time employee of the town who subsequently obtains fulltime employment with the town will be credited with full time service using the following formula: ever forty (40) hours of part-time service is to be equal to one (1) week of full-time service and every fifty (50) weeks or two thousand (2,000) hours of part time service is equal to one (1) year of full time service for the Town of Warren for purposes of vacation time. Vacation time will be granted to the full time employee using the service time calculated pursuant to the preceding part time to full time service formula by applying the service time to paragraph A above.

B. Vacation leave shall be granted by the Personnel Board or Chief of Police at such time as will cause the least interference with the regular work of the town. The Personnel Board of Chief of Police will take seniority into consideration when determining vacation schedules.

C. Compensation for annual vacation will be granted to full-time officers who retire or are laid off for other reasons than just cause; said compensation to be determined according to accumulated time.

D. Full-time officers eligible for vacation whose services are otherwise terminated by dismissal, resignation or entrance into the armed services shall be compensated for the amount of vacation time accrued.

E. Upon the death of a full-time officer eligible for annual vacation, payments shall be made to the spouse or other surviving relatives of the deceased for the accrued time.

F. If a holiday falls within a vacation period, the full-time officer will be given an extra day off.

G. Full time officers eligible for vacation shall be required to use a minimum of 50% of any vacation leave to which he/she is entitled in each fiscal year. Officers eligible for five (5) weeks of vacation shall be required to use a minimum of three (3) weeks leave.

Subject to the provisions of this article, any full-time officer who is terminated by dismissal, resignation, layoff, retirement or death, without his/her having been granted a vacation to which he/she is entitle, he/she, or in the case of death, the

spouse or estate shall be paid at the regular rate of compensation at the termination of said employment, an amount in lieu of accrued vacation.

ARTICLE XI. Leaves of Absence

A. Sick Leave

Sick leave with pay will be granted to a full-time officer in accordance with the following schedule: Less than one (1) year's employment – one (1) day for each month worked. Each year thereafter, one and one-half (1½) days for each month worked accumulative to one hundred twenty (120) days maximum. A certificate from the attending physician will be required by the Personnel Board or Chief of Police for sick leave in excess of three (3) days.

All full time officers shall be paid one hundred seventy-five ($175.00) dollars if said officer uses two (2) sick days or less during any complete fiscal year. Said payment shall be received at the end of the fiscal year and shall not be prorated.

All full-time officers shall be allowed six (6) personal days on a yearly basis after one (1) year of service. Any such personal days used shall be deducted from sick days available to that officer in that year. Personal leave not taken during the year will be accumulated by the officer as sick days just as other sick leave is accumulated from year to year in the hereinabove identified paragraph.

For purposes of calculating sick time under this section, only a part time employee who subsequently obtains full time employment with the town will be credited with full-time service using the following formula: every forty (40) hours of part-time service is to be equal to one (1) week of full-time service, one hundred-sixty (160) hours of part-time service is equal to one (1) month of full time service and every fifty (50) weeks or (2,000) hours of part time service equal to one (1) year of full time service for the Town of Warren for purposes of sick time. Sick time will be granted to the full time employee using the service time calculated pursuant to the preceding part time to full time service formula by applying the service time to the above paragraph.

B. Extended Sick Leave/Non-work related injury

Under normal circumstances, the Chief of Police is allowed to accept an officer's physician's recommendation for the officer's return to work when said officer is out of work more than three (3) consecutive days due to illness or injury.

Under extraordinary circumstances, the Chief of Police is to direct a written recommendation to the Personnel Board requesting that an officer be scheduled for an appointment to see a physician designated by the Town prior to returning to work when said officer is out of work more than three (3) consecutive days due to

an illness or injury. Such a written request to the Personnel Board shall articulate the extraordinary circumstances that give cause to such an additional examination.

C. Bereavement Leave

1. A full-time officer of the Town shall be entitled to be excused from work time with pay for up to five (5) days with the approval of the Chief of Police for each instance to attend to funeral and other personal business caused by a death in the immediate family. The members of the immediate family shall include the following: Mother, Father, Sister, Brother, Spouse, Child, Grandchild, Grandparents, or any other relative living within the household of said officer.

2. A full-time officer of the Town shall be entitled to be excused from work time with pay for up to three (3) days with the approval of the chief of Police for each instance to attend to funeral and other personal business caused by the death of a mother/father-in law, brother/sister-in-law, son/daughter-in-law, niece/nephew, or aunt/uncle.

3. Bereavement leave shall not accumulate from year to year.

4. Bereavement leave pay shall not be in addition to vacation or holiday pay.

D. Military Leave

A full-time office will be granted regular pay less military pay for military duty not exceeding two (2) weeks.

E. Jury Duty Leave

A full-time officer will be granted regular pay less jury pay for jury duty. If said officer is excused from jury duty prior to twelve (12) noon he/she will be required to report for the regular afternoon schedule.

F. Maternity Leave

Provided an officer for the Town has been employed for at least three (3) consecutive months and gives two (2) week notice of expected departure date and notice that she expects to return to her job, she is entitled to the same position without loss of employment benefits from which she was eligible prior to her date of departure if she terminates her maternity leave within eight (8) weeks. Male officers may be granted such a leave under the same conditions with a two (2) week termination requirement. Accrued sick leave benefits shall be provided for maternity leave purposes under the same conditions which apply to other temporary medical conditions.

G. Leave Without Pay

Leave without pay may be granted to officers with extended illnesses, military leave in excess of two (2) weeks, and other reasons deemed satisfactory and reasonable by the Personnel Board or Chief of Police.

H. Leave Covered by Injured on Duty (IOD)

The Town will comply with the statutory requirements of M.G.L. Chapter 41, Section 111F in relation to incapacitated officers as defined by that section.

I. Mileage Reimbursement

Reimbursement for mileage traveled by an employee in fulfilling duties required by the Town shall be at a rate to be determined by the Internal Revenue Service. Effective on July 1st of each year, the rate will be the rate allowed by the Internal Revenue Service as determined by that agency at the start of the calendar year.

Article XII. Personnel Action

A. Just Cause
No officer shall be removed, dismissed, discharged, suspended or otherwise disciplined except for just cause.

B. Discipline
Disciplinary action or measures shall include the following: Oral reprimand; written reprimand; suspension (notice to be given in writing); discharge. No record of any such action may be placed in the employee file of any officer without notice to said officer. Length of suspension for any offense alleged by the Chief of Police or his/her designee shall not be greater than five (5) working days. In the event that an action is deemed to necessitate a term of suspension greater than the five (5) days, the officer involved must be placed on administrative leave with pay until such time as a hearing can be scheduled before the Personnel Board. However, any officer so involved may reserve the right to waive such a hearing and accept a term of suspension in excess of five (5) days if he/she so desires.

Discipline, when deemed necessary, must not be arbitrary or capricious. Therefore, the town and the Union agree the "progressive" discipline should be followed unless clear and articulable facts can be presented to support other action.

C. Discharge
In any case the employer feels there is just cause for discharge, the officer will be notified in writing that he/she has been suspended and is subject to discharge. This situation shall be treated the same as an action deemed to necessitate a suspension greater than five (5) working days in that the affected officer shall be placed on paid administrative leave

pending a hearing before the Personnel Board. As with the suspension, the officer may reserve the right to waive a hearing before the Board.

The Union shall have the right to take up the suspension and/or discharge as a grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step as deemed necessary by either party.

Any employee found to be suspended or discharged without just cause, shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.

ARTICLE XIII. Deleted

ARTICLE XIV. Cleaning Allowance

The Town agrees to pay $200.00 for full-time and $100.00 for intermittent officers per year toward cleaning and upkeep of each officer's uniforms. All monies are to be paid directly to each eligible officer at the end of each calendar quarter. In the event that an intermittent officer does not work two hundred (200) hours in a fiscal year, then any amount paid out on that officers behalf for cleaning will be deducted from any amount due them for their clothing allowance. Hours calculated to reach a total served shall include any patrol shifts, prisoner watch or transport, court hours, (paid) training hours, any foot patrol or traffic duty assigned or ordered by the Chief of Police. Hours excluded from this calculation shall include extra duty pay details, at the detail rate, not paid from the Police Department budget.

ARTICLE XV. Insurance

The Town shall provide for eligible officers the Town Medical and Dental Plan and the Town shall pay seventy-five (75%) percent of the premium and the officers* involved shall pay twenty-five (25%) percent on a weekly basis, effective July 1, 1998. Any full-time employee with at least fifteen (15) years of service, who upon retirement so chooses, may retain the Town Medical and Dental Plan at the same ratio at the rate of the least expensive individual plan until said officer is eligible for Medicare.

The Town shall pay ninety (90%) percent of at least a $4,000 term life insurance plan for each member of the Union, and any increase in such insurance granted to any other Town employees.

The Town shall offer an Employee Assistance Plan to eligible officers.

*Under State Law, only the full-time employees regularly scheduled for more than twenty (20) hours per week are eligible for insurance under this Article.

ARTICLE XVI. Wages and Other Payments Wages

A. Wages – Wage rates are reflected in "Appendix A". The pay period will run from Sunday to Saturday. The Union agrees that the Board of Selectmen may implement bi-weekly paychecks provided all of the other bargaining units in the Town agree.

B. Shift Differential – Employees shall receive differential for various shifts in accordance with the following schedule per hour over base pay:

1st shift – 7 AM to 3 PM – Saturday and Sunday only $1.00
2nd shift – 3 PM to 11 PM – hours - $1.75
3rd shift – 11 PM to 7 AM – hours - $2.00

Split shift – If the hours of a given shift run split between these established rates, then the specific hours worked in each category shall be paid at that rate.

Said differential shall be in addition to all other benefits being received by employees and shall be based on the officer's base pay, including education incentive increases.

Officers shall be allowed a shift differential when performing regular police duties. Officers shall not be allowed a shift differential for police meetings, training or other schooling unless such meetings, training or schooling are mandated by the Chief.

C. Clothing Allowance

Each full-time officer shall receive an annual clothing allowance of one thousand ($1,000.00) for the purchase of and maintenance of his/her uniforms, police clothing, and equipment used in the performance of his/her duties as a law enforcement officer. Each part-time office shall receive a clothing allowance in accordance with the following schedule:

One hundred fifty ($150) dollars for each officer having served a minimum of two hundred (200) hours in the previous fiscal year as calculated in Article XIV.
Two hundred ($200) dollars for each officer having served a minimum of four hundred (400) hours in the previous fiscal year as calculated in Article XIV.
Three hundred fifty ($350) for each officer having served a minimum of eight hundred 800 hours in the previous fiscal year as calculated in Article XIV.

All funds allocated are for the sole purpose of purchasing clothing and equipment related to the position. In order to receive reimbursement for clothing and equipment purchases, officers must provide an original sales receipt(s). All funds not expended by June 30th of the current fiscal year will not be reimbursed in the form of payment.

The type and style of all items pursuant to this allowance shall be of a type and style approved by the Chief of Police. All items purchased pursuant to this paragraph shall remain the property of the Warren Police Department and shall be returned upon

termination of employment, with the exception of those items purchased to replace the previously purchased and owned property by the individual officer prior to and during their employment with the Town of Warren. All equipment shall be kept in clean and serviceable condition at all times, subject to inspection by the Chief of Police or his/her designee, who will determine the condition of the uniform/equipment.

The Town shall provide a bullet resistant vest for any officer who wishes to avail himself/herself of said vest on the condition that the use of said vest by a police officer while on patrol is mandatory. Also, the vest shall remain the property of the Town of Warren, unless said purchase is reimbursed by the state or federal government, and the officer takes another law enforcement position.

D. Special Assignment Pay- Any officer assigned a Special Assignment shall be compensated an extra $1.50 per hour. Special Assignments are defined as the following and requires prior approval by the Chief of Police or his/her designee:

1. Detective
2. K-9 Officer – deployed in town
3. Crime Scene Officer
4. Sexual Assault Investigator
5. Field Training Officer

E. Outside Detail Work

Outside detail work performed by any officer shall be compensated at the hourly rate of:

$50.00 per hour	FY 2020
$51.00 per hour	FY 2021
$52.00 per hour	FY 2020

Detail work performed for the Town of Warren or its subsidiaries will be at a rate of $45.00 per hour for the term of this agreement.

Outside work of paid police details shall be paid in four (4) hour increments.

An officer working over an (8) hour period on the detail shall be entitled to time and one-half the detail rate per hour for the amount of hours worked over the eight (8) hour period of the detail. All detail assignments shall be made by the Chief of Police or his/her designee and such detail assignments shall be assigned based on a rotating seniority list where time refused is considered time worked and where full time officers shall be given first refusal of details.

Notwithstanding the above, outside work performed for the Town of Warren, the Quaboag Regional School District, Warren Water District, West Warren Water District or any of their subsidiary units or parties under contract to the foregoing shall be exempt from the administrative fee and the requirement that outside work be paid in four (4) hour increments.

Full-time officers shall be given preference on all outside paid details by seniority on a rotating basis. Part-time officers shall be assigned to outside paid details by seniority on a rotating basis only after the FULL-time officer list has been called or exhausted. A list of assignments will be posted in the police station.

Any officer excused from duty due to discipline, illness, or disability shall not be eligible for outside paid details.

All paid details shall be assessed a ten (10%) administrative fee. Town funded details will be exempt from the administrative fee.

F. Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act (FLSA) is a federal law which establishes minimum wage, overtime pay eligibility, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in federal, state, and local governments.

The Town of Warren agrees to pay the Patrolman overtime, holiday, hourly and any other compensation that would apply under FLSA standards.

G. Educational Incentive

Full-time police officers who have attained an advance degree related to the field of criminal justice or law enforcement shall be eligible for the following stipends:

Associates Degree	$2,500.00
Bachelors Degree	$5,000.00
Masters Degree	$7,500.00

Compensation for the educational incentive shall be paid on a weekly basis. Only graduates of: 1) criminal justice or law enforcement programs that meet or exceed the guidelines for criminal justice or law enforcement programs, as established by the Board of Higher Education and supplemented on January 1, 2004; or 2) law schools that are accredited by the New England Association of Schools and Colleges or board-approved and who have passed the Massachusetts Bar Examination, shall be eligible for the police career incentive pay program.

Sergeant Gerald Millette shall continue to receive the police career incentive payment under G.L. c. 41, §108L (Quinn Bill) per prior agreement with the Town. He shall continue to receive said benefit for the duration of his employment with the Town.

The Chief shall have discretion to determine whether a degree held by a member is in a criminal justice or related field. An employee who holds more than one degree shall only be entitled to a stipend for the highest level degree held.

The Union agrees that any Patrolman that receives paid Police Academy Training for the purposes of becoming a full-time Patrolman in Warren will remain an employee of the town in a full-time status for a minimum of three (3) years.

If the Patrolman resigns their position prior to the three (3) year period, he/she agrees to reimburse the town the amount paid for the Academy Training and related expenses. This amount will be prorated based on the amount of days employed with the town. The start date will begin when the Patrolman works their first day as a Full-time Patrolman with Academy Training in Warren. Paid Police Academy Training must be approved by the Board of Selectmen.

ARTICLE XVII - Grievance Procedures

A. Grievances to be processed within the grievance procedures shall involve matters related to any dispute with respect to wages, hours, and conditions of employment, work load, and standards of performance.

B. The grievance process must be initiated within twenty (20) calendar days of the alleged incident, or within twenty (20) calendar days of the day an officer could be reasonably expected to have knowledge of the alleged incident. Any grievance not reported or file within the time limit set forth above shall be invalid, provided however, this issue of timely initiation shall itself be subject to the grievance procedures set forth herein.

C. any officer may process a grievance as outlined in Steps 1 through 4 of Section D below. An officer shall have the right to representation by the Association in conference with the Town.

D. Grievances which may arise shall be processed in the following manner. If the grievant is not satisfied with the resolution of his/her grievance in any step, he/she may continue to the next step, in which he/she must act in accordance with the stated step. On a form satisfactory to both the Union and the Town, the dates, time, parties present and outcome shall be recorded to insure continuity.

Step 1: The grievant shall present his/her grievance orally to the Chief of Police of his designee with whom he/she shall attempt to resolve the grievance. If the grievance is not resolved within two (2) calendar days at this level, the grievance may be processed as outlined in Step 2.

Step 2: The grievant shall request within five (5) calendar days of the completion of Step 1, a meeting with the Chief of Police, in writing, stating the nature of the grievance. The Chief of Police, or his/her designee, shall schedule a meeting at a time agreeable to all concerned within ten (10) calendar days of the receipt of said request. If the grievance is not resolved within five (5) calendar days after said meeting, during which time the Chief of Police shall forward in writing to the grievant and/or the Local Union President, the outcome of the meeting, the grievance may proceed as outlined in Step 3.

Step 3: The grievance shall be presented in writing to the Personnel Board within ten (10) calendar days of the completion of Step 2. The Personnel Board will meet with the grievant and his representative within twenty (20) calendar days. The Personnel Board shall note its decision in writing within fourteen (14) calendar days of said meeting. If the grievance is not resolved, it may be presented to arbitration as outlined in Step 4.

Step 4: Within twenty (20) calendar days of the completion of Step 3, the Union may indicate in writing to the Personnel Board its desire to have the grievance arbitrated, by an arbitrator jointly selected by the Town and the Union. If the parties fail to select an arbitrator within twenty (20) calendar days thereafter, either party may request the State Board of Conciliation and Arbitration to arbitrate the matter. Each party shall bear the expense of preparing and presenting its own case. The parties shall share equally in the cost, if any, of the arbitrator's services.

If a single arbitrator is chosen by the parties, he arbitrator shall meet with both parties on the aggrieved matter within thirty (30) days of the date of his selection. The arbitrator, in arriving at his/her determination, shall rule only on matters of application and interpretation of the Agreement and he/she shall not add to, subtract from, or modify this Agreement. The findings of the arbitrator shall be final and binding on both parties.

ARTICLE XVIII – No Strike Clause

It is understood and agreed that the services performed by Town employees included in this Agreement are essential to public health, safety and welfare.

Therefore, the Union agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action prohibited by law at any time, including upon termination of the Agreement. No employee shall cause or take part in any strike, work stoppage, slowdown or other action prohibited by law. Nor shall any employee refuse to cross any picket line in the performance of his or her duties or traveling to or from his or her job site. In the event of a violation of this section, the Union agrees to take positive steps with the employees concerned, and to hold employee meetings to bring about an immediate resumption of normal work.

ARTICLE XIX – Illegalities

If any of the provisions of this Agreement are illegal or violate any of the laws or regulations or rules of the Commonwealth of Massachusetts or the Town of Warren, the remainder of the Agreement shall not be affected thereby and the parties shall immediately enter into negotiations to validate any of the provisions deemed illegal and in violation.

ARTICLE XX – Light Duty

A. Subject to the conditions set forth in this Article, the Chief of Police may require an employee who has been injured on duty and who is not hospitalized to perform light duty,

to be scheduled by the Chief. Light duty shall be defined as dispatch, clerical, administrative or staff duties which pertain to police business.

B. Light duty may be required only if the employee's or the Town's physician finds that the employee is physically capable of performing the light duty assignment proposed by the Chief.

C. If the employee's physician and the Town's physician disagree as to the employee's physical capability for such duty the town physicians shall designate a third physician who, at the expense of the Town, shall determine the employee's physical capability for such light duty assignment, as described above, and such determination shall be binding on all parties and not subject to Article 17 of this Agreement.

D. In the event the employee finds that the light duty assignment has actually aggravated or retarded the healing of his/her injury, he/she may present a medical certificate to that effect to the Chief. Thereafter, the procedure to be followed shall be that outlined in Section (C) above.

ARTICLE XXI – No Smoking

Police officers may not smoke at any time while on duty. This requirement shall constitute a condition of employment. Police officers shall be subject to progressive discipline by the Town of noncompliance with this prohibition.

ARTICLE XXII - Waiver

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter discussed during negotiations or covered in this Agreement. Nothing shall be construed to prevent either party to this Agreement at any time discussing a grievance arising under this contract.

ARTICLE XXIII - Deduction of Dues and Agency Fees

The Town shall, subject to the provisions of Massachusetts General Laws, Chapter 150E, deduct Union dues, agency fees, and/or assessments upon receipt of a signed authorization card from the members of the Union. The Town shall forward to the Treasurer of the Union such deductions each month following the month deductions.

Each employee who does not pay Union dues must pay an agency fee as a condition of employment. An employee may file a written application with the Union for a rebate of any

portion of the agency fee that might otherwise be spent for purposes prohibited by statue or regulation. The rebate procedure shall be in accordance with the provisions of Rule 17.08 of the Labor Relations Commission (402 CMR 17.08).

ARTICLE XXIV – Minimum Period of Reappointment

All full-time officers when reappointed shall be reappointed for a minimum term of three (3) years with the exception of all new employee of the Warren Police Department who shall be considered probationary employees during the first twelve (12) months of service. Employees deemed as not suitable based on performance may be dismissed at any time during the probationary period. At the end of this period, the new employee's status shall be reviewed by the Chief of Police and a determination shall be made as to the employees continued employment for a minimum of three (3) years. This article is not subject to the grievance procedure as outlined in Article XVII, Section D, Step 2.

Any part-time office who has completed five (5) years of service when being reappointed shall be reappointed for a minimum term of three (3) years.

ARTICLE XXV - Lay Off

In the event a lay-off is necessary, lay-offs shall be made in the inverse order of seniority.

ARTICLE XXVI – Manning

For the safety and security of the citizens of Warren, and for the safety of all officers, the Town shall attempt to staff at least two (2) police officers on duty at all times by the expiration of the Agreement, subject to financial considerations and constraints. It is understood that the Town's inability to staff any shift with at least two (2) police offices due to fiscal limitations, shall not be the subject to the grievance/arbitration procedure contained herein.

IN WITNESS WHEREOF, the Town of Warren has caused these presents to be signed on its behalf and seal affixed by its Board of Selectmen and the Warren Patrolman's Association has caused these presents to be signed and sealed on its name and behalf.

EXECUTED as a sealed instrument in duplicate this 25th day of November, 2019

TOWN OF WARREN
Board of Selectmen

Dario F. Nardi, Chairman

John A. Nason, Vice-Chair

Marc W. Richard, Clerk

WARREN PATROLMEN'S ASSN.
NEPBA, Local 195

President, NEPBA, Local 195

Vice-President, NEPBA, Local 195

Legal Representative

Ratified by the membership: Date _____

Ratified by the Board of Selectmen: Date 11-25-19

Apendix A - Wages

FULL-TIME PATROLMAN

Effective July 1, 2019 through June 30, 2022

	2019-2020	2020-2021	2021-2022
Entry	20.00	20.00	20.00
1	21.01	21.64	22.29
2	21.42	22.06	22.72
3	21.85	22.51	23.18
4	22.29	22.96	23.65
5	22.74	23.42	24.12
6	23.2	23.90	24.61
7	23.65	24.36	25.09
8	24.13	24.85	25.60
9	24.61	25.35	26.11
10	25.1	25.85	26.63
11	25.61	26.38	27.17
12	26.12	26.90	27.71
13	26.64	27.44	28.26
14	27.18	28.00	28.84
15	27.72	28.55	29.41

PART-TIME PATROLMAN

Effective July 1, 2019 through June 30, 2022

	2019-2020	2020-2021	2021-2022
1	17.25	17.77	18.30
2	17.25	17.77	18.30
3	17.25	17.77	18.30
4	17.75	18.28	18.83
5	17.75	18.28	18.83
6	17.75	18.28	18.83
7 plus	18.50	19.06	19.63

Sergeant

8%	29.93	30.83	31.76

Sergeant wage rate shall be calculated at 8% above the highest Patrolman's rate.

10%	30.49	31.40	32.35

Sergeant's wage rate after 5 years of service will be calculated at 10% above the highest Patrolman's rate

* Tentatively Approved at July 25, 2019 Meeting

* Ratified at November 25, 2019 Meeting