

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF ACTON
AND THE
ACTON POLICE PATROL OFFICERS ASSOCIATION**

NOW COME, the Town of Acton (hereinafter "Town") and the Acton Police Patrol Officers Association (hereinafter "Union") who enter into the following Agreement.

WHEREAS, the parties seek to maintain an harmonious relationship between the parties;

WHEREAS, the parties seek to enter into an extension of their collective bargaining agreement and to cover the period July 1, 2015 through June 30, 2018;

NOW THEREFORE, for good and valuable consideration the parties agree as follows:

1. AGREEMENT

Amend the paragraph to reflect the date when an agreement is reached in these negotiations.

2. ARTICLE 5 -COMPENSATION

The shift differential contained in Section 5.2 shall be as follows: \$1.00 as of July 1, 2015; \$1.25 as of July 1, 2016 and \$1.50 as of July 1, 2017.

Add new paragraph to 5.3 as follows:

A patrol officer assigned by the Chief or his designee to be a Field Training Officer (FTO) shall be compensated at \$50 per week to train new officers. The FTO must train at least three (3) shifts per week. The FTO shall be paid at the end of the field training program after the final report is completed by the Field Training Coordinator.

Add new paragraph to 5.5 as follows:

Effective July 1, 2015 the first three (3) sick days taken by a Patrol officer in a fiscal year will count as hours worked for the calculation of overtime in the 28 day period. If a Patrol Officer is absent from work due to hospitalization and is under a doctor's care after hospitalization and presents a doctors' note for the hospitalization and the aftercare, the days missed will count as hours worked for the calculation of overtime in the 28 day period.

Delete the following language:

Notes: All at maximum step except for Dapkas and Mahoney

Dapkas and Mahoney will proceed to step 4 (FY14) then to step 7(FY15) on annual anniversary date. Chart does not reflect the .50 shift differential

Three officers (Goodemote, Browne and Cogan) who were on the Non-Quinn Pay Schedule contained in prior collective bargaining agreements shall receive an \$800 lump sum payment in June each year of the three year agreement. This lump sum payment provision shall expire on June 30, 2015.

Add the following language to Article 5

The Patrol Officers Wage schedule shall be adjusted by the following cost of living adjustments:

July 1, 2015	2%
July 1, 2016	2.5%
July 1, 2017	2.75%

3. ARTICLE 11- EXTRA PAID DETAILS AND OVERTIME

Amend Section 11.1(2) to read as follows:

- A. \$ 46.00 per hour with a minimum of four hours effective with funding of agreement by Town Meeting.
- C. Work between the hours of 11:00 pm and 7:00 am shall be paid at the rate of \$56.00 in FY 2016; \$57.00 in FY 2017 and \$58.00 in FY 2018. The FY 2016 shall become effective with funding of the agreement by Town meeting.
- D. The hourly private detail rate shall increase to \$47.00 in FY 2017 and \$48.00 in FY 2018.

4. ARTICLE 14-MANAGEMENT RIGHTS AND OTHER RIGHTS

Amend Section 14.2 (7) by deleting the following language:

“unless the policy is in conflict with the sergeant/OIC policy described in this agreement.”

5. ARTICLE 16- HEALTH INSURANCE

Amend Section 16.1 line 2 by changing 25 hours to 20 hours.

Amend Section 16.4 line 3 by changing twenty-five hours to twenty hours.

Amend 16.5 the second paragraph to read as follows;

Members of the bargaining unit shall be eligible for the following benefits, or a reasonably comparable plan, the cost of which is paid 100% by the employee:

Delete Section 16.7 which reads as follows:

Consistent with the Health Insurance Memorandum of Agreement reached in February 2012, the following plan design changes were implemented on July 1, 2012:

Office Visit Co-Pay: \$20.00
Specialist Office Visit: \$35.00
ER: \$100.00
Hospital: \$200.00
Day Surgery: \$100.00
High Tech Imaging: \$100.00 (CAT/CT/PET Scans)
Rx \$10.00/\$25.00/\$40.00 for 30 Days
Rx \$20.00/\$50.00/\$80.00 for 90 Days

6. ARTICLE 19- AGENCY SERVICE FEE

Amend Section 19.1 to read as follows:

The Town agrees to implement an Agency Service Fee.

7. ARTICLE 20 DURATION

The dates shall be amended to reflect the agreement between the parties from July 1, 2015 to June 30, 2018.

8. NEW ARTICLE- JOB SECURITY/ APPOINTMENT

- 1 An initial appointment of regular full time police officers will be for a period of one year during which the employee shall actually perform the duties of such position on a full time basis. The initial appointment shall be a probationary period during which police officers shall be deemed employees at will whose removal or dismissal shall be without recourse at any time during such initial appointment.

- 2 A newly hired employee shall be considered a probationary employee for a one-year period, commencing upon the successful completion of his/her Massachusetts Criminal Justice Training Committee full time municipal police academy.
- 3 A newly hired employee, who has previously attended and completed a Massachusetts Criminal Justice Training Committee full-time municipal police academy, or has attended an out of state academy and been certified by the Massachusetts Criminal Justice Training Committee shall be considered a probationary employee until he/she successfully completes one year of employment from the date of appointment. The Chief of Police shall give written notice to both the officer and Union upon each officer's successful completion of the Field Training Process.
- 4 All subsequent appointments of full time regular police officers, who are not tenured employees under G. L. c. 31, will be for a period of three years, running from July 1 following expiration of the prior appointment through June 30 of the third year thereafter.
- 5 During the period of any reappointment, an officer cannot be terminated without notice, hearing and just cause, consistent with this Article. The non-reappointment of a police officer serving under an appointment subsequent to an initial appointment shall be considered to be a discharge, termination or removal and subject to standards of notice, hearing and just cause.
- 6 Officers shall be entitled to thirty calendar days advance notice of the Town's intention not to reappoint them or lay them off.

9. NEW ARTICLE- DISCIPLINE

1. Patrol Officers who are tenured employees under G. L. c. 31 and non-tenured patrol officers who have completed their initial appointment and probationary period shall not be discharged, removed or suspended for a period of more than five (5) days except for just cause.
2. Before such action is taken the patrol officer shall be given a written notice by the Town Manager which shall include all the factual basis for the action contemplated and the specific reason or reasons for the proposed discipline. The patrol officer shall be given a hearing before Town Manager or designated hearing officer concerning the reason or reasons proposed for the discipline. Unless otherwise mutually agreed the hearing shall take place within seven (7) calendar days
3. A patrol officer who is tenured under G. L.c. 31 and non-tenured patrol officers who have completed their initial appointment and probationary period may be suspended for just cause for a period of five (5) days or less without a hearing prior to such suspension. Such suspension may be imposed only by the Chief of Police or by a subordinate to whom the appointing authority has delegated the authority to impose such suspensions.

The Chief of Police or person authorized to impose the suspension shall provide a written notice which shall include all the factual basis for the action contemplated and stating the specific reason or reasons for the suspension and advising the patrol officer that he/she may request a hearing before the Town Manager within forty-eight(48) hours.

4. A patrol officer tenured under G. L. c. 31 and disciplined under the above sections shall be given a copy of sections 41 through 45 of G. L. c. 31.
5. An employee shall not be suspended or discharged except for just cause. Any dispute relative to suspension, termination or discharge may be a subject of arbitration as provided herein or such may be processed in accordance with law before the Civil Service Commission under M.G.L. c. 31,; provided however, that the Employee and/or Association may not pursue both the statutory remedies and grievance and arbitration remedies with respect to the same dispute. Only those officers hired under Chapter 31 of the General Laws of the Commonwealth of Massachusetts may proceed with a grievance or arbitration before the Civil Service Commission.

10. NEW ARTICLE- PROMOTIONS

1. Promotions are based upon the merits of the candidates and their professional performance in the promotion process, and never on favoritism nor on seniority alone. A promotion is an investment in the future not only for the department, but also for the employees who will be supervised and guided by the promoted candidate.
2. The Town Manager is the appointing authority.
3. No candidate will be denied promotion based upon race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability.
4. Promotions are processed under the direction of the Chief of Police or his/her designee. The process shall include:
 - a. Posting written announcements of any scheduled promotional opportunities;
 - b. Coordinating with any vendors contracted to participate in the promotion process;
 - c. Protect the integrity of the promotional process by ensuring that all promotional materials, documents, scores and completed evaluations remain confidential and kept in a secure location. Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct

control of a person authorized to possess them shall be kept in a secure area in the Human Resources Department;

d. Human Resources will maintain copies of active promotion lists;

5. Promotional materials shall be retained in accordance with applicable laws.
6. Notice of promotional exam: the Chief or his/her designee shall advise all eligible personnel of an upcoming promotional exam no less than 180 days in advance of the test by:
 - a. Immediately posting the notice in a prominent place;
 - b. Forwarding the notice to supervisors to be read at roll calls;
 - c. Emailing all personnel of the upcoming exam;
 - d. Officers out sick or injured, or on administrative or other leave, or on active military duty, or otherwise not likely to receive notice shall be sent a copy of the exam notice by US mail;
 - e. Officers taking the exam who are scheduled to work the day shift of the exam or the 11-7 shift before will be allowed the time off;
7. Reading List: A reading list of the text books and other materials will be maintained and available to all personnel. The reading list will not be changed less than 180 days prior to an exam. Questions on case law and statute law will not take into account law changes occurring fewer than 90 days prior to the exam. The material to be tested on will be defined as clearly as possible in the posting and shall be as relevant as possible to the position to be filled. The material may include but not be limited to items such as Massachusetts criminal law and procedure, text books, various union contracts, town and department policies and procedures and rules and regulations, and Town of Acton General By-Laws. The quantity of material will be comparable to the quantity of material required by Civil Service for testing of a similar position.
8. Eligibility: to be eligible for promotion to the rank of Sergeant, the candidate must be a permanent member of the department with minimum of (3) years of completed service with the Acton Police Department as of the date of the exam. Promotion to Lieutenant will require (3) years of completed service at the rank of Sergeant within the Acton Police Department as of the date of the exam, and promotion to Captain will require (1) year of completed service at the rank of Lieutenant within the Acton Police Department as of the date of the exam.

9. Examination costs: The Town will be responsible for all costs of administering the examination; Candidates taking the exam are responsible for the cost of obtaining study materials.
10. Education: for promotions taking place after 01/01/2019 a bachelor's degree in a discipline for which the member has been compensated pursuant to the educational incentive program will be required.
11. Promotional Exams will be given every two years from the certification date of the prior exam. In the event the Promotional list becomes exhausted the Chief may call for an exam before the expiration of the two (2) years in order to maintain the efficient operation of the department.
 - a. The exam will be considered valid for any candidate that achieves a passing score of (70) or higher. In the event that the written exam is intended to consist of questions other than multiple choice the Chief will meet with the Union Representatives to discuss the makeup of the test prior to the posting of the study materials. If an agreement cannot be reached on the makeup of the exam, multiple choice will be the standard.
 - b. Passing the exam with a passing score of (70) or higher will admit the candidates to the next phase of the promotion process and their scores may be considered as one of the factors in promotion.
 - c. If there are less than (2) candidates willing to take the exam, the 3 year requirement will be lowered to 1 year before allowing the next lower rank to participate.
 - d. Exam Grades are valid maximum of (2) years from the certification date.
 - e. The candidates' test scores will not be published publicly and will not be shared with third parties. The Chief will notify the candidates of their scores within (14) business days of the grades being certified.
 - f. Patrol officers will receive the following experience points for service in the Acton Police Department: 1pt-5+yrs, 2pt-10+yrs, 3pt-15+yrs, 4pt-20+yrs, 5pt-25+yrs, 6pt-30+yrs. Ranking officers experience points: 1pt-3+yrs, 2pt- 6+yrs, 3pt-9+yrs, 4pt-12+yrs, 5pt-15+yrs, 6pt-18+yrs.
 - g. The parties agree that during the transition period the parties shall use the existing Human Resources Division (HRD) promotion list for the rank of Sergeant to make promotions until the list expires under the HRD rules.

In order to give just consideration to the officers who have previously obtained a passing grade and are currently on an active civil service promotional list, the inaugural Acton police promotional written exam shall be graded as a pass or

fail. All promotional candidates who pass the first installment of the Acton police written exam or are already on an active civil service promotional list will then advance to the next stage of the interview process. After the first promotional exam has been administered and the Department has exhausted its purpose, the parties agree that a numerical passing score will replace the pass/fail method. Additionally, no further consideration will be requested for the remaining pass/fail civil service test scores.

12. **Appeal Process:** A candidate may appeal an exam question in writing to the Chief of Police within (5) business days of the exam. The appeal should clearly outline the reason for the appeal. The employee shall be advised of the results of the appeal in writing within (10) business days of the receipt of the appeal. An appeal of an exam question shall be processed as occurs in exams for promotions within the Acton Fire Department.
13. **Assessment Centers** may be used as part of the promotional process to rank of each candidate. Unions will provide input regarding vendor choice.
14. **Candidate Interviews:** Oral board(s) approved by the Chief of Police will conduct candidate interviews. Interviews shall be conducted from a prepared list of questions and the board(s) will rate responses. In addition to an oral board(s), nothing shall prevent the Appointing Authority from conducting an interview of the candidates.
15. **Candidate Assessment:** Candidates total points shall be accumulated as follows: written exam seventy (70%) percent, oral board thirty (30%) percent and experience points under section 11(f).
16. **Candidate Selection:** The Chief of Police shall make a recommendation to the Appointing Authority for promotion from the list of eligible candidates based on the following criteria:
 - a. Job related performance;
 - b. Performance Evaluation in present position (including contributions to the department);
 - c.. Score on promotional exam;
 - d. Sick leave record;
 - e. Formal education;
 - f. Training and education through career development;
 - g. Disciplinary record;
 - h. Philosophical agreement with Town and department vision and goals and police work;

- i. Work ethic and initiative;
- j. Recommendation of the oral board;
- k. Assessment center score;

17. Final Selection: The Appointing Authority shall determine the final selection of a candidate for promotion. There will be a probationary period of six (6) months for all new promotional appointments. Candidates removed during their probationary period will be returned to their former position. Candidates may be removed during their probationary period for any reason provided it is not a reason prohibited by law.

After an appointment is made the information used to assess the candidates, with the exception of Exam Grades, will be discarded. Subsequent appointments shall be made based upon a new assessment using the process set out in this Memorandum.

11. ARTICLE 15- EDUCATIONAL INCENTIVE BENEFIT AND WORK EXPERIENCE BENEFIT

Add the following language to Article 15:

1. Members of the Patrol Officers bargaining unit shall be eligible for the Educational Incentive Benefit or Work Experience Benefit but not both.

Educational Incentive Benefit:

Members shall be eligible for the Educational Incentive Benefit after completion of the academic work and receipt of a degree in the following areas of study:

- a. Business Management, Criminal Justice, Criminal Justice Administration, Criminology, Law Enforcement, Forensic Science, Sociology, Political Science, Psychology, Homeland Security and Public Administration.

The Educational Incentive benefit shall be paid based upon the degree and the benefits shall be inclusive of any payment due to an officer from the Town as a result of G. L. c. 41, section 108L (Quinn Bill). The benefit shall be paid for the degrees and at the rate set out below:

- a. Masters Degree = 20% annually of base pay
- b. Bachelors Degree = 20% annually of base pay
- c. Associates Degree = 10% annually of base pay

The Masters Degree rate of 20% shall apply to officers hired on or after January 1, 2015. Officers hired before that date with a Masters Degree or Juris Doctorate shall receive a benefit of 25%.

Work Experience Benefit:

Members of the Patrol Officers bargaining unit who are not eligible for the Educational Incentive Benefit shall be eligible for the Work Experience Benefit as set out below:

- a. 20+ years of experience = 10% annually of base pay
- b. 15+ years of experience = 7% annually of base pay
- c. 10+ years of experience = 5% annually of base pay

Any payments made to a Patrol Officer pursuant to the Educational Incentive Benefit or Work Experience Benefit shall not be included in the calculation of contract overtime but will be included in the calculation of retirement and overtime calculations under the Fair Labor Standards Act as required by law.

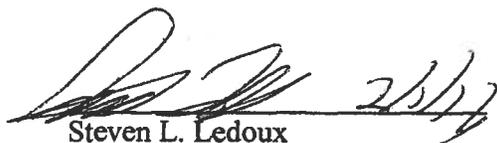
2. The Educational Incentive and Work Experience Benefit shall be paid twice a year in December and June. The effective date of this benefit is January 1, 2015. Members of the bargaining unit shall be eligible to receive one half of the Educational Incentive and Work Experience Benefit in Fiscal 2015.
3. Payments made under the Educational Incentive Benefit shall be reduced and subject to a set off if the Commonwealth of Massachusetts resumes its discontinued practice to reimburse municipalities under G. L. c. 41, section 108L. No officers as a result of the setoff shall receive less than the payment he receives under this Memorandum of Agreement.

If the Commonwealth of Massachusetts amends G. L. c. 41 section 108L, rather than just fund its share under the current law, the parties shall meet and negotiate over the impact of the amendment.

12. Miscellaneous: The parties have reached agreement on cruiser language that will become a Department Policy.
13. The parties withdraw all other proposals.
14. The Memorandum of Agreement is subject to ratification by the membership of the Union.

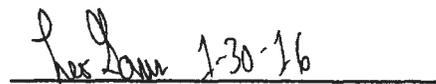
15. The cost items contained in the Memorandum are subject to an appropriation by Town Meeting. The Town of Acton shall place a request for appropriation before the annual Town Meeting.

TOWN OF ACTON



Steven L. Ledoux
Town Manager
Town of Acton

**ACTON POLICE PATROL OFFICERS
ASSOCIATION**



Leo Gower, President
APPOA

Side Letter on Residency Requirement

All members of the bargaining unit shall reside within fifteen miles of the limits of the Town of Acton pursuant to G. L. c. 41, section 99A. Failure to meet the requirement shall subject the employee to discipline up to and including termination. Said distance shall be measured from the closest border limits of the Town in which said member lives and the Town of Acton. Implementation and enforcement of this requirement is as follows:

- a) A current employee on January 29, 2016, presently residing outside the radius delineated by G.L. c. 41 section 99A shall be deemed in compliance unless he/she subsequently moves his/her residence. The subsequent move by said employee must be to a location that is in compliance with the statute. As of this date there is one patrol officer who lives outside the radius.
- b) For any current employee who lives within the required radius and is in compliance with the statute, if the employee moves his/her residence, it must be to a location that is in compliance with the statute;
- c) All new hires, after July 1, 2015, into the bargaining unit must meet the requirements of the above statute within nine (9) months of the time of hire and during all periods of their employment with the Acton Police Department.
- d) All employees in the bargaining unit must submit annually a notice of residence under the pain and penalties of perjury.

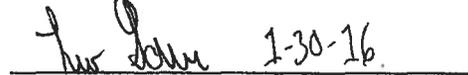
If the Commonwealth of Massachusetts amends G. L. c. 41, section 99A the parties agree to meet and bargain within thirty (30) days of the effective date of the amendment.

TOWN OF ACTON



Steve Ledoux, Town Manager

**ACTON POLICE PATROL OFFICERS
ASSOCIATION**



Leo Gower, President

**ACTON POLICE DEPARTMENT
CRUISER USE POLICY FOR ACTON DETECTIVES/INVESTIGATORS**

The Detectives/Investigators shall be issued a police vehicle for their respective duties. This vehicle may be taken to and from his/her residence when off duty. This vehicle shall be used for the Detective/Investigator's duties only and the officer shall be entitled to all rights and benefits of G. L. c. 41 sections 100 and 111F and G.L. c. 258 while on duty and performing all authorized business.

Authorized business is business in which the Detective/Investigator is assigned or dispatched to a call within or outside the Town of Acton or normal business that occurs during the shift of the Detective/Investigator. Authorized business or duty shall not include the usual and customary commute to or from the Acton Public Safety Facility to start or end a shift unless the Detective/Investigator has been dispatched.

The assignment of a police vehicle to the Detective/Investigator is subject to needs of the Acton Police Department and the fleet of cruisers available for use by the Department officers and the discretion of the Police Chief or his designee. Any decision by the Police Chief or his designee is not subject to grievance and arbitration provisions of the collective bargaining agreement.