

Agreement Between Town of Reading



And The

Reading Police Patrol Officers Association Mass Cop Local #191, AFL-CIO

Effective: July 1, 2021

Expiring: June 30, 2024

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____ of 2021 by and between the TOWN OF READING, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Select Board, hereinafter called the "Town" or the "Municipal Employer", and the READING POLICE PATROL OFFICERS ASSOCIATION, MASS COP LOCAL #191, AFL-CIO, an unincorporated association, its officers and members jointly and severally, hereinafter called the "Association" or the Employee or Employees.

WHEREAS, under General Laws Chapter 150E, Municipal Employees are granted the right to bargain collectively with their Municipal Employer, and

WHEREAS, the Municipal Employer desires to cooperate with its Employees under the terms of the said enabling legislation.

NOW, therefore, in consideration of the mutual promises and agreements herein contained, the parties agree as follows.

ARTICLE 1 - GENERAL CONDITIONS

Section 1.1 - Recognition and Description of Unit

1.1.1 - The Municipal Employer hereby recognizes the Association as the exclusive bargaining representative and bargaining agent for the bargaining unit consisting of all regular members of the Town's Police Department of the rank of Patrol Officer, but to exclude all other employees of the Town.

Section 1.2 – Duration

1.2.1 - This Agreement shall be in effect from July 1, 2021 through and including June 30, 2024.

1.2.2 - On or before December 1, 2023 either party may notify the other of its desire to negotiate a successor Agreement, whereupon negotiations shall commence within a reasonable time. If no agreement is reached by June 30, 2024 the terms of this Agreement shall continue in effect during negotiations thereafter and any successor Agreement shall be retroactive to July 1, 2024 for both the Association and the Town unless there are specific exceptions to retroactivity agreed to by the parties.

Section 1.3 - Management Rights

1.3.1 - Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Police Chief and the Appointing Authority as set forth in the Constitution and General Laws of Massachusetts, the ByLaws and Charter of the Town of Reading or in any other statute or regulation.

The Town shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right to establish and issue reasonable rules, regulations, job descriptions, policies and procedures; conduct orderly operations, require and assign overtime; assign work and work to be performed; schedule shifts and hours of work; hire, suspend; demote, discipline, or discharge with just cause; transfer or promote; change processes; establish new jobs, provided said rules and regulations in this agreement are not inconsistent with the express provisions of this agreement.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this agreement. Accordingly, as to any such subject matter over which the contract is silent, the Town retains the right to make changes but only after prior consultation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

1.3.2 - All job benefits heretofore enjoyed by the employees will continue under the conditions upon which they had previously been granted. This Agreement has not been designed to violate any federal, state or county laws, nor shall anything in this paragraph be interpreted as diminishing the rights of the Town to determine and prescribe the methods and means by which its operation of the Police Department shall be conducted.

1.3.3 - All benefits should be paid on a pro-rated basis during the fiscal year for new officers on the force.

1.3.4 - Any inadvertent changes in language because of restructuring of the format of this contract, and not specifically bargained, will revert back to the language of the previous contract.

Section 1.4 - Grievance Procedure

1.4.1 - Grievances are defined as problems arising out of the application by the Town of the express provisions of the Agreement as they might affect any employee, the Association, or a group of employees with the same problem who are covered by this Agreement.

1.4.2 - Grievances shall be processed as follows:

Step 1. Grievances may be first presented by the employee and/or the Association to the immediate Supervisory Officer in charge of the employee's shift or unit, and an earnest effort shall be made within the next seventy-two (72) hours to adjust the grievance in an informal manner. This first step may be omitted by mutual agreement.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing by the Association and signed by the employee and/or a representative of the Association, and presented to the Chief of Police. The Chief shall meet with the Association Grievance Committee and/or the employee(s) involved within five (5) days from the time the grievance is presented to him to discuss and attempt to adjust the grievance, and he shall answer the grievance in writing within five (5) days after the meeting.

Step 3. If the grievance is not resolved in Step 2, or answered by the Chief within the time limit set forth above, the written grievance shall be submitted to the Town Manager by the Grievance Committee within five (5) days after the last aforementioned five (5) day period. The Town Manager shall meet with the Association Grievance Committee and/or the employee(s) involved to discuss and attempt to adjust the grievance, and will answer the grievance in writing within ten (10) days after the meeting.

Step 4. If the grievance is not satisfactorily answered in Step 3, or answered by the Town Manager within the time limit set forth above, it may thereafter be submitted to arbitration within thirty (30) days of the time limit set forth in Step 3 by written notice to the Town Manager to such effect. If the parties are unable to agree on an arbitrator, the Association may submit the grievance to the American Arbitration Association for

proceedings under its procedures or voluntary arbitration rules. The fees and expenses of the arbitrator, if any, shall be shared by the parties, except the cost of the parties' own representation.

1.4.3 - The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision that alters, amends or adds to this Agreement.

1.4.4 - Employees shall not be disciplined or discharged except for just cause. Any dispute relative to discipline, suspension, termination or discharge may be a subject of grievance and arbitration as provided herein or such may be processed in accordance with law before the Civil Service Commission under M.G.L. c. 31, or Retirement Board, if applicable, under M.G.L. c. 32, or both, if allowed by law; 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 prior to July 1, 2012 and hired under Chapter 31 of the General Laws of the Commonwealth of Massachusetts may proceed with a complaint to the Civil Service Commission.

1.4.5 - Grievances that arise by action taken by the Chief of Police may be processed commencing with Step 3 hereunder. Grievances that arise from action taken by the Town Manager and/or Select Board in the first instance as to an employee or group of employees with respect to the application of express provisions of this Agreement may be processed commencing with Step 4 hereunder.

1.4.6 - An employee shall have the right to have an Association officer present at any meeting between an employee or group of employees and any Town representative outside of the unit concerning the employee's or employees' employment relationship with the Town.

1.4.7 - The time limits established by this Article may be extended by mutual consent in writing of those parties participating at each Step in the grievance and arbitration procedure.

1.4.8 - Any grievance of a general nature affecting a group or class of employees, at the option of the Association, may be filed at Step 2 of the grievance procedure.

1.4.9 - An employee may waive a right to file a grievance and shall be deemed to have done so if the action required under Section 1.4.2 of this Article shall not have been pursued within the time specified therefor for each step under the said Section 1.4.2.

1.4.10 - If an employee covered by this Agreement shall present any complaint to the Chief or the Municipal Employer without representation by the Association, the disposition, if any, of the matter shall be consistent with the provisions of this Agreement and if the Association shall so desire, it shall be permitted to be heard at each step of the procedure under which the complaint shall be considered.

1.4.11 - Written submission of grievances at Steps 2 and 3 shall be on forms to be agreed upon jointly. If a grievance is adjusted at any step of the grievance procedure, the

adjustment shall be noted on the form and shall be signed by the employee, the Association representative and the Town's representative reaching the adjustment.

1.4.12 - All grievances referred to above must be presented in writing at Step 2 within twenty (20) working days of the knowledge or reason to know of the occurrence or failure of occurrence, whichever may be the cause, of the incident upon which the grievance is based. Any incident that occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 1.5 - No Strike Clause

1.5.1 - No employee shall engage in, induce or encourage any strike, work stoppage, slow down or withholding of services in time of emergency or during a regular tour of duty. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow down or withholding of services.

1.5.2 - Should any employee or group of employees engage in any strike, work stoppage, slow down or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slow down or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slow down or withholding of services and to return to work forthwith and shall, in addition, post notices to that effect on any bulletin board or boards designated by the Municipal Employer.

1.5.3 - In consideration of the performance by the Association of its obligations under Sections 1.5.1 and 1.5.2, there shall be no liability on the part of the Association nor of its officers or agents for any damages resulting from the unauthorized breach of the Agreements contained in this Article by individual members of the Association.

Section 1.6 - Labor/Management Meetings

A joint labor management meeting including the Town Manager and the Chief of Police and representation from the Bargaining Unit will be held as needed to discuss whatever issues may exist.

Section 1.7 - Liability of Parties

Nothing herein contained shall be in any way construed to make any official of the Town of Reading or of the Association liable personally.

Section 1.8 – Police Chief

The terms 'Police Chief' and 'Chief' shall have the meaning of 'Police Chief or designee', unless otherwise specified.

ARTICLE 2 – OPERATION OF THE DEPARTMENT

Section 2.1 - Non Discrimination

2.1.1 - The Town agrees not to discharge or discriminate in any way against any employee covered by this Agreement because of Association membership or activities.

2.1.2 - The Town does not discriminate against any person on the basis of race, religion, ethnicity, color, gender, sexual orientation, gender identity, national origin, ancestry, age, marital status, veteran status, or disability, or any other protected status defined by law.

Section 2.2 - Hours of Duty/ Work Week

2.2.1 - The regular hours of duty of the Reading Police Department will be as follows:

Late Evening Shift (A) - 12:00 A.M. to 8:00 A.M.

Day Shift (B) - 7:00 A.M. to 5:00 P.M.

Early Evening Shift (C) - 4:00 P.M. to 12:00 A.M.

Administrative Shift (D) - See section 2.2.3

2.2.2 - The "four and two" work week shall continue for the purposes of this Agreement. The shift rotation of the Night Patrol Division shall be Late Evening, Late Evening, Early Evening, Early Evening. The Early and Late Evening shifts will be considered as one shift.

2.2.3 - Officers assigned to the administrative schedule will work a shift with the rotation of 5 days on and 2 days off. This rotation includes weekends off. To compensate for the difference in time the 4 & 2 officers work, administrative schedule personnel will receive the 11 holidays outlined in Section 4.1 off and will be credited 7 vacation days that will equal 56 hours, January 1 of each year, subject to proration if the employee's schedule changes during the year. All days will be based on an 8-hour day. If any officer assigned to the administrative schedule is on either Step 6 or Spec-2 in the chart in section 3.1 then that officer will receive an additional 3 ½ vacation days (28 hours). If any officer assigned to the administrative schedule is on Step 7 or Spec-3 in the chart in section 3.1, then that officer will receive zero additional vacation days (0 hours). Administrative schedule hours of duty will be set forth between the Chief of Police and the employee, with the flexibility of changing schedules as long as the weekly hours of work are equal to forty (40), except in the weeks in which a holiday falls and then thirty-two (32) hours.

2.2.4 - All Uniformed Personnel will be assigned to the work schedule. The practice of "bouncing," which is defined as the practice of temporarily changing on short notice the work schedule of an employee, is prohibited. The scheduled tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime

provisions of this collective bargaining agreement. The Chief may, with the employee's approval, change or alter the work schedule for the purpose of assigning an employee to receive schooling/training in place of a regular shift. Nothing shall prohibit the employer from making permanent changes in the work schedule of any employee.

2.2.5 - The day shift will be a so-called 4/10 shift whereby Police Officers will work 4 ten hour shifts in a row, followed by 4 days off. Because this shift results in the reduction of total hours worked during the year, the Union agrees Officers on this shift will make up a total of 40 hours to the Department and agrees to the following:

- For the 4/10 shift officers, the required annual in-service training, as determined by the Chief will be done on the Officer's own time and in a manner determined by the Chief. The Chief shall make all due effort to meet the requirements of the Municipal Police Training Committee (MPTC), or any successor agency, for annual in-service training. This training assignment may include distance learning which will be credited to the Officer's owed time at a rate equivalent to the corresponding Continuing Education Units (CEUs) designation as provided by the MPTC or any successor training agency. When Officers are required to physically attend training at a specific site, they will be credited for the actual hours of their attendance - attendance will be required on a schedule approved by the Police Chief. Any remaining hours, following the determination by the Chief of the annual in-service obligation, will be directed and assigned at the sole discretion of the Chief of Police for activities deemed important to and in the interest of the department. This may be public events, additional training, directed patrols, administrative tasks, or any other duties as determined by the Chief. When directed to assignment other than in-service obligations, and the officer has a legitimate time conflict, (s)he may request that the Chief deduct vacation time in lieu of the assignment. In lieu of this, the Police Chief may deduct any remaining time owed from available accrued vacation, floating holiday, or compensation time by June 30th of each year

- All Police Officers will continue the practice of carrying portable radios at every Police detail, and there shall be no additional compensation for the extra time it may take the officer to pick up and return the portable radio to the Police Station before and after each detail job.

- The Town agrees to exercise flexibility in relieving by the day shift of the last half shift so that, subject to the approval of the Officer-In-Charge, the last half Officers may be relieved up to 15 minutes early if such relief will not be detrimental to the operation of the Department. Officers will exercise the same flexibility in beginning their shift or staying late as needed.

2.2.6 - The so-called "cover shift" when filled will be filled on a 4/10 basis. All payback and other circumstances of the "cover shift" position will be the same as for the day 4/10 officers. The Union and the Chief agree that with mutual agreement the schedule for this shift may be changed and it may further be agreed that this not be a permanent position.

Section 2.3 - Health and Safety

2.3.1 - Safety Committee. A Safety Committee of three (3) employees shall meet with the Chief of Police at least once every month to discuss and make recommendations for improvements of general health and safety of the employees. The Committee shall provide the Town Manager and the Chief with a summary report of each meeting.

2.3.2 - Hepatitis B Test. The employee will attempt to have through their medical insurance periodic tests to ensure that the employee's Hepatitis B immunization has been effective. In the event that the costs of this test cannot be borne by the employee's medical insurance, the Town will absorb the costs.

2.3.3 - Lead Test. The range officer(s) will attempt to have through their medical insurance periodic tests to ensure that the employee's lead exposure levels is within normal bounds. In the event that the costs of this test cannot be borne by the employee's medical insurance, the Town will absorb the costs.

2.3.4 - Paid Injured Leave

2.3.4.1 - An employee absent from duty on account of sickness, injury, or disability incurred in the performance of their duty shall receive full injured leave pay during their absence and shall be entitled to examination and treatment by a physician of his/her own choice.

2.3.4.2 - The Officer's physician shall be afforded the full opportunity to consult with the physician of the Town prior to any determination by the Town physician as to the employee's fitness to return to full police duty or limited/light duty.

2.3.4.3 - If the employee's physician and the Town physician disagree as to such fitness, they shall thereupon jointly designate a physician agreeable to both, who shall at the Town's expense examine the employee's fitness to return to full police duties or limited/light duty. Copies of the third physician's opinion shall be transmitted by him to both the Town's physician and the employee's physician.

2.3.4.4 - In the event of their inability to agree upon a third physician, a third physician shall be jointly selected by the Town physician and the employee's physician from a list or panel of physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts in cooperation with the parties. Such third physician shall, at the Town's expense, examine the employee and render his opinion as aforesaid.

2.3.4.5 - Pending receipt of the third physician's opinion, the employee shall not be required to resume full or light duty police duties, and the officer will continue to be compensated for lost time for any such absence. If the third physician determines that the employee is fit to resume full police duties or limited/light duty, the employee must return to duty.

2.3.4.6 - If an employee, between the time (s)he files their six (6) month notice of retirement in accordance with Section 4.2.12 and the proposed date of retirement is injured on the job and is entitled to 111f benefits, and if the employee cooperates with the Town on the filing for retirement benefits, then this paragraph will continue in full effect until the date of the retirement.

2.3.5 – Patrol Officer Exercise

2.3.5.1 Officers may be allowed to exercise during their assigned working shifts and the option to utilize this benefit will be at the employee's discretion with permission from the OIC. Staffing levels, shift assignments and emergency and volume of non-emergency calls for service will dictate the ability for an officer to be allowed to exercise on shift. Due to this unpredictability, time to exercise on shift cannot always be guaranteed, however every reasonable effort will be made to accommodate this section.

2.3.5.2 The total time an Officer may be out of uniform will be one hour. This hour time frame includes changing out of uniform, exercise time, proper hygiene steps after workout and to change back into full uniform ready to respond to calls. Officers will be required to have their radio on during their work out time in case they are needed to respond in a timely manner to a call for service in the event that other units are not able to respond or a significant call or emergency need arises

2.3.5.3 When shift staffing levels are above the minimum, Officers may be able select a time to exercise during their assigned shift. Day Shift Officers may elect to exercise for one hour during their assigned 7am to 5pm shift. Night Shift Officers may elect to exercise for one hour during their assigned 4pm- 12am shift and 12am-8am shift

2.3.5.4 Officers assigned to divisions (Detectives, SRO's and Support Services) where staffing does not count towards shift staffing levels may, with permission of their Division Commander, exercise during their assigned shifts. The same restrictions in Sections 1.1 and 1.2 will apply.

2.3.5.5 When shift staffing levels are above minimum, a maximum of two (2) Officers may sign up for the same time slot. A sign-up sheet will be utilized and hour slots will be filled by seniority. Officers assigned to the Patrol Division will have priority over Support Services or Detectives staff to sign up for these time slots.

2.3.5.6 When shift staffing levels are at minimum, in order for officers to make use of this benefit, Officers must sign up for their exercise time during the overlap shift times. If the shift staffing is high enough above minimum levels during the overlap two (2) patrol officers may exercise at the same time. Officers assigned to the Patrol Division will have priority over Support Services or Detectives staff to sign up for these time slots. Any staff requesting to use time off benefits to leave the shift early or to come in late for their shift will receive priority over requests to accommodate exercise time.

Section 2.4 – Employee Development

2.4.1 - During each fiscal year employees will attend eight (8) hours at the range for annual shooting qualification. Compensation for the range day is included in the chart in 3.1 and there will be no additional compensation to the employee. These qualifications will be done at a time, or times, to be scheduled by the Chief, at a four hour minimum.

2.4.2 - During each fiscal year employees will attend eight (8) hours of training. Compensation for this training is included in the chart in 3.1 and there will be no additional compensation to the employee. This training will be done at a time, or times, to be scheduled by the Chief, at a four hour minimum.

Section 2.5 - Performance Evaluation

The following performance evaluation system will be used by the Police Department for the Reading Police Officers.

2.5.1 - Training will be provided for the supervisors and the employees prior to evaluating the employee. The training will be approximately one (1) hour in length, and will be similar to that offered to general Town employees when their evaluation system was put into place. Following the first trial round of the evaluations, a session will be held with employees to evaluate how well the performance evaluation system is working and to suggest changes that may be appropriate.

2.5.2. - The performance evaluation will not be tied to merit pay.

2.5.3. - The language on the employee's sign off on page 6 will read as follows: "I have read and discussed this performance evaluation's goals with my supervisor. I agree (-); disagree (-); with this evaluation. Signature of employee, supervisor, department head, division head, dates. Having an unresolved disagreement with this appraisal, I request an appeal and review with the Supervisory Officer – employee.

Section 2.6 – Promotions

2.6.1 - Promotions are based upon the merits of the candidates and their personal 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.

2.6.2 - The Town Manager as defined in the Reading Home Rule Charter is the Appointing Authority.

2.6.3 - Procedures. Promotions of patrol officers to the rank of Police Sergeant are processed under the direction of the Police Chief. The duties shall include:

1. Posting written announcements of any scheduled promotional opportunities;
2. Coordinating with any vendors contracted to participate in the promotion process;
3. Protecting 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; and
4. Maintaining copies of active promotion lists.

2.6.4 - 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 approved by the Chief.

2.6.5 - Promotional materials shall be retained for the candidate's duration of employment. These include:

1. Interview questions and score sheets; and
2. Assessment Center questions, exercises, evaluations and other related materials;

2.6.6 - Notice of a Promotional Exam. The Chief shall advise all eligible personnel of an upcoming promotional exam no less than 180 days in advance of the test date by:

1. Immediately posting the notice in a prominent place; and
2. Forwarding the notice to supervisors to be read at roll call.

Officers out sick or injured, on administrative or other leave, or on active military duty, or otherwise not likely to receive notice shall be sent a copy of the examination notice by email or U.S. Mail.

A reading list of 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 180 days in advance of the test date and shall be as relevant as possible to the position being filled. The material may include but not be limited to (as examples) items such as MA criminal law and procedure, text books, various Union Contracts for employees of the Reading Police Department, Town & Department Policies & Procedures Rules and Regulations, and Town of Reading General By-laws. The quantity of material will be comparable to the quantity of material required by Civil Service for testing for a similar position.

2.6.7 - Eligibility. To be eligible for promotion to the rank of Sergeant the candidate must be a permanent member of this department with a minimum of three (3) years of completed service as a fulltime Patrol Officer or Detective as of the test date.

2.6.8 - Examination costs will be split, half to be paid by the town, half to be paid by the candidates taking the exam, with the maximum cost to the candidates not to exceed the civil service examination fees at the time of the posting.

2.6.9 - For promotions taking place after January 1, 2016, a bachelor's degree in a discipline for which the member may be compensated pursuant to Section 3.8 of the Collective Bargaining Agreement will be required.

2.6.10 - Promotional Examination for the Rank of Sergeant. An exam for Police Sergeant will be given when determined by the Police Chief. The exam will be considered valid for any candidate(s) achieving a passing score of seventy-five (75) or higher. In the event that the written exam is intended to consist of questions other than multiple choice the Chief will meet with Union representation to discuss the make-up of the test prior to the posting of the study materials. If an agreement cannot be reached on the make-up of the exam, multiple-choice will be the standard.

Passing the exam with a score of seventy-five (75) or higher will admit candidates to the next phase of the promotion process, where their scores may be considered as one of the factors in promotion.

Exams are valid for a minimum of 1 year and a maximum of 2 years from the examination date, the exact length of validity to be determined by the appointing authority.

The candidates' test scores will not be published publicly and will be shared on an as needed basis with interviewers as deemed appropriate by the Chief. The Chief will notify candidates of their scores within seven (7) business days of the grades being certified and will provide the candidates an alphabetized list of the candidates who passed the exam.

2.6.11 - Appeals Process. A candidate may appeal an exam question in writing to the Police Chief within five 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 ten business days of the receipt of the appeal.

2.6.12 - Assessment Centers. Assessment centers may be used as part of the promotional process to rank each candidate.

2.6.13 - Candidate Interviews. Oral board(s) approved by the Police Chief 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.

2.6.14 - Candidate Selection. The Police Chief shall make a recommendation to the Appointing Authority for promotion from the list of eligible candidates based on the following criteria:

1. Job related experience;
2. Performance evaluation in his/her present position (including contributions to the department);
3. Supervisory evaluation of the employee's promotion potential

4. Score on promotional exam;
5. Sick leave record;
6. Formal education;
7. Training and education through career development;
8. Disciplinary record;
9. Philosophical agreement with the Town's and department's vision and goals and police work; and
10. Work ethic and initiative.

2.6.15 - Final Selection. The appointing authority shall determine the final selection of a candidate for promotion. There will be a probationary period of one year for all new appointments.

Section 2.7 – Seniority

2.7.1 - Date of Commencement. Seniority shall commence from the date of appointment as regular full-time members thereof, to be determined by the mark achieved by Officers entering on the same date.

2.7.2 - Break in Seniority. Seniority shall not be broken by vacation time, sick leave, injury time, temporary layoff, suspension, or any leave of absence, or any call to military service for the duration.

2.7.3 - Loss of Seniority. If an employee resigns voluntarily or is discharged for just cause, he shall lose all seniority.

2.7.4 - Reduction in Force. In the event of reduction in force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority. The Chief shall provide a written impact statement on department staffing levels to the Town Manager in advance of a reduction in force.

2.7.5 - Bidding for Day Shift. When a permanent opening occurs on the day shift, the senior employee who requests the same in writing, shall be given the opportunity to fill the vacancy. The vacancy shall be posted on the bulletin board referred to in Section 4.2 at least fourteen (14) days prior to filling said opening. When an employee applies for a transfer to the night shift and it is authorized by the Chief, the process in the first sentence of this paragraph will be used to fill the opening on the day shift.

Section 2.8 - Court Time

2.8.1 - Employees who, when not on a regular tour of duty, attend court as a witness in a criminal matter with the approval of the Chief and as the result of the performance of duty shall receive court pay at the time and one-half rate of pay for time actually worked with a four (4) hour minimum.

2.8.2 - Court time shall commence at 8:01 a.m. for an employee who attends or appears in court after conclusion of a last-half tour of duty.

2.8.3 - An employee who is required to attend the District or Superior Court and said attendance is on the so-called "short-day", shall be permitted to be excused from duty at their

option, either the shift before or after their attendance in said Court without loss of pay, subject to the following understanding:

- a) This section does not grant an additional tour of duty off over and above the compensation or time off in Sections 2.8.1, and 4.8.2 and 4.8.3 respectively.
- b) This section does not grant eight (8) hours compensatory time. Employees accrue compensatory time in relation to the time in attendance as set forth in Section 4.8.2 and 4.8.3.
- c) The purpose of this section is to permit an employee on a "short day" to swap either the 12:00 A.M. to 8:00 A.M. or the 4:00 P.M. to 12:00 midnight shift for the day shift. The officer will be reassigned to the dayshift and work 8:00 A.M. to 4:00 P.M. instead of the 12:00 A.M. to 8:00 A.M. or the 4:00 P.M. to 12:00 midnight.

2.8.4 - Civil Cases. Any employee attending District or Superior Court in regards to a civil case stemming from a departmental response, shall be compensated the same as if it were a criminal case.

2.8.5 - Vacation. An employee who is called back from vacation to attend court pursuant to Section 3.3 shall be entitled to a substitute vacation day to be taken in accordance with Section 2.3.21 of this contract.

Section 2.9 - Conditions of Employment

2.9.1 - Medical Fitness. The Association agrees to participate with the Town in the formation of the plan for the purpose of establishing minimum standards of medical fitness for patrolmen. The Association further agrees to negotiate the implementation of said plan in accordance with the procedures set forth in Chapter 1078 - Acts of 1973 as amended.

2.9.2 - Fitness Program (*see side letter for FY22*) - In order to participate in the fitness program employees must have used six (6) or less total sick days in the previous twelve month period beginning July 1 and ending June 30. The total hours of sick time will be dependent on the shift the officer is assigned to, an 8 hour shift = 48 hours, a 10 hour shift = 60 hours. The Chief may make exceptions to this section under special circumstances.

2.9.2.1 - The Chief will schedule a time in the following September or October for the physical fitness test. Employees will attend this fitness test on their own time and will not be compensated for participating. In order to qualify for the fitness stipend, employees must meet the fitness standards outlined below. The test will include a 1.5 mile run, sit-ups in one minute and push-ups in one minute.

2.9.2.2 - Employees who successfully complete the fitness test will be compensated with a lump sum payment of \$750 in their paycheck the first pay period of December.

Voluntary Physical Fitness Test

Males	Sit-ups 1 minute	1.5 mile run	Push ups 1 minute
20-29	40	12:18	33
30-39	36	12:51	27
40-49	31	13:53	21
50-65	26	14:55	15
Females			
20-29	35	14:55	20
30-39	27	15:26	14
40-49	22	16:27	13
50-65	17	17:24	9

Section 2.10 – Duty Status

Although officers of the force are assigned specific hours of regular duty, they shall be considered “on duty” at all times within their jurisdiction. This status is primarily for the preservation of the public peace and the protection of life and property and officers shall be prepared to take all reasonable police action to accomplish this purpose. All serious matters of public concern shall receive appropriate attention, even though an officer is not “on duty” at the time.

Section 2.11 – Layoffs

In the event of a layoff, employees will be allowed to exercise seniority within the bargaining unit. Employees who are laid off will be placed on a recall list for a period of one (1) year. Recall will be in order of seniority. Recall rights will terminate sooner if a recall offer is refused.

ARTICLE 3 – COMPENSATION

Section 3.1 Base Pay

3.1.1 - Wages (Base Salary) during this Agreement shall be as follows:

	Steps	Steps + 2.5% COLA		Steps + 2.5% COLA		Steps + 2.75% COLA	
		FY22	FY22	FY23	FY23	FY24	FY24
SPECIALISTS		Day Shift	Night Shift	Day Shift	Night Shift	Day Shift	Night Shift
Spec 1	1	79,493	84,262	81,480	86,369	83,721	88,744
Spec 2 (15 years)	2	81,878	86,791	83,925	88,961	86,233	91,407
Spec 3 (25 years)	3	84,334	89,394	86,442	91,629	88,819	94,149

POLICE OFFICERS	Steps	Day Shift	Night Shift	Day Shift	Night Shift	Day Shift	Night Shift
Step 1	1	56,753	60,157	58,171	61,661	59,771	63,357
Step 2	2	62,427	66,172	63,988	67,827	65,748	69,692
Step 3	3	65,548	69,481	67,187	71,218	69,034	73,176
Step 4	4	68,825	72,954	70,546	74,778	72,486	76,835
Step 5	5	72,267	76,603	74,074	78,519	76,111	80,678
Step 6 (15 years)	6	74,436	78,902	76,297	80,874	78,395	83,098
Step 7 (25 years)	7	76,668	81,268	78,585	83,300	80,746	85,591

FY22: Effective July 1, 2021 through June 26, 2022

FY23: Effective June 27, 2022 through June 25, 2023

FY24: Effective June 26, 2023 through June 30, 2024

In recognition of the Juneteenth Independence Day, added in Section 4.1 below, Wages under section 3.1.1 will change to the Schedule below, effective for the next full pay period after the Select Board approves this contract amendment, offered in February 2022, and remain in the contract as the new rates.

	Steps	Steps + 2.5% COLA		Steps + 2.5% COLA		Steps + 2.75% COLA	
		FY22	FY22	FY23	FY23	FY24	FY24
SPECIALISTS		Day Shift	Night Shift	Day Shift	Night Shift	Day Shift	Night Shift
Spec 1	1	79,881	84,673	81,878	86,790	84,129	89,177
Spec 2 (15 years)	2	82,278	87,214	84,334	89,395	86,654	91,853
Spec 3 (25 years)	3	84,745	89,830	86,864	92,076	89,253	94,608

POLICE OFFICERS	Steps	Day Shift	Night Shift	Day Shift	Night Shift	Day Shift	Night Shift
Step 1	1	57,029	60,450	58,455	61,962	60,063	63,666
Step 2	2	62,732	66,495	64,300	68,158	66,068	70,032
Step 3	3	65,868	69,820	67,514	71,565	69,371	73,533
Step 4	4	69,161	73,310	70,890	75,143	72,839	77,209
Step 5	5	72,620	76,977	74,435	78,902	76,482	81,071
Step 6 (15 years)	6	74,799	79,287	76,669	81,269	78,777	83,504
Step 7 (25 years)	7	77,042	81,665	78,968	83,706	81,140	86,008

3.1.2 - Step movement for Patrol Steps 1-5. All employees hired at Step 1 will move to Step 2 upon satisfactory completion of a probation period (Section 2.6.15) on their anniversary date. All employees on Step 2 or higher will move annually on July 1st until reaching Step 5.

3.1.3 - Step movement for Patrol Steps 6 and 7 On January 1 of the year in which the completion of the 15th year of continuous service in the Police Department will occur the employee will move to Step 6. On January 1 of the year in which the completion of the 25th year of continuous service in the Police Department will occur the employee will move to Step 7.

3.1.4 – Specialist. The salary of an employee who is designated as a specialist (Detective, Safety Officer, Armorer, Community Service Officer and School Resource Officer) and any other specialist position that may be created shall be paid at the rate of pay designated as specialist in the chart in section 3.1.1. If an employee has less than 15 years of continuous service (s)he will be a Specialist-1. On January 1 of the year in which the completion of the 15th year of continuous service in the Police Department will occur the employee will move to Specialist-2. On January 1 of the year in which the completion of the 25th year of continuous service in the Police Department will occur the employee will move to Specialist-3.

3.1.5 - Field Training Officer. A patrol officer who has been assigned to work in the capacity of being a Field Training Officer (FTO) will be compensated with one hour of Overtime for each shift (s)he is designated to work in a Field Training Officer capacity. The Chief will determine who is selected for FTO assignment and designation, and will determine all parameters of the Field Training Program.

3.1.6 - Pay Calculation

3.1.6.1- EMT Stipend – The EMT Stipend will be calculated by multiplying the base salary as defined in the chart in section 3.1.1 (which includes holiday pay and night shift differential where applicable), by the EMT annual stipend as described in section 3.10.1.

3.1.6.2 –Education Incentive Program (EIP)/Quinn Bill (QB) Calculation - The total salary used for determining the amount to be paid under the EIP/QB will be: the base salary as defined in the chart in section 3.1.1 (which includes holiday pay and night shift differential where applicable), plus the EMT Stipend as calculated in Section 3.1.6.1, if applicable.

3.1.6.3 – Annual Salary – The annual salary will be calculated by adding the base salary as defined in the chart in section 3.1.1, the EMT stipend as defined in section 3.1.6.1, if applicable, and the EIP/QB amount as defined in section 3.1.6.2, if applicable.

3.1.6.4 – Bi-weekly Pay – The bi-weekly pay will be calculated by dividing the annual salary as defined in 3.1.6.3 by 26 pay periods.

3.1.6.5 – Hourly Rate – The hourly rate will be calculated by dividing the annual salary as defined in 3.1.6.3 by 1946 hours.

3.1.6.7 - Out of Classification Pay. The senior Patrol Officer in charge of a full shift, or who fills 4 or more hours of a shift, shall be compensated at the maximum Sergeant's rate of pay, unless working the night shift (not including the Sergeant Detective).

Section 3.2 – Overtime

3.2.1 - All overtime will, where practicable, be evenly distributed among the employees available for such work. A record will be kept of the distribution of overtime available to the Association.

3.2.2 - Overtime is paid at the rate of time and one-half the hourly rate as defined in section 3.1.6.5, for any hours over the regular work week. Only time actually worked in a standard work week will be used in the computation of overtime. Actual work includes sick days. Time on voluntary outside details shall not be considered in the computation of overtime.

3.2.3 - If an employee who has left his place of employment or last duty assignment after having completed work on his regular work shift or tour of duty or his assigned such shift or tour is recalled to Police Headquarters or to any other place, and he reports thereat, or if an employee is so recalled on a scheduled day off or during his vacation, he shall be paid on an overtime service basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay therefore except for Breathalyzer Operators who shall be guaranteed a minimum of three (3) hours of such pay.

3.2.4 - During the change from Daylight Savings Time to Eastern Standard Time, and from Eastern Standard Time to Daylight Savings Time, employees who are working overtime on a Late Evening Shift shall be paid for the actual number of hours worked at their overtime rate.

3.2.5 – Officers currently not eligible for the night rate that are permanently assigned to work either the B Shift or D Shift, as defined in Section 3.9.1 and work beyond their normally scheduled shift, will be compensated at the six percent (6%) night rate.

3.2.5.1 – Officers defined in Section 3.2.5 who are off and are called into work, will be compensated at the six percent (6%) night rate; between the hours of 4:00 P.M. and 7:00 A.M. the next day.

3.2.5.2 – Section 3.2.5 is not intended to be used with any grants, department training or details; i.e., Click it or Ticket, Alcohol Compliance, or other similar government grants or scheduled evening trainings.

Section 3.3 - Extra Paid Details

3.3.1 - Extra Paid Details. The following provisions shall govern the assignment of extra paid details to sworn members of the Police Department (Patrol Officer and Supervisory Officers) where the detail is to be paid by an individual, group, corporation, organization or governmental entity outside the Reading Police Department.

1. Extra Paid Details are classified as Non-Town Work Details (section 3.3.2), Non-Town Road Details (section 3.3.3), Non-Town Strike Details (section 3.3.4), Town Details (section 3.3.5) and Outside of Town Details (section 3.3.6).

2. All extra paid details to sworn members will be assigned by the detail committee, in accordance with the provisions of this Agreement. Said committee shall be composed of seven (7) Police Officers as follows:

Four (4) to be appointed by the Patrol Officer's Association;

Two (2) to be appointed by the Supervisory Officers' Association; and

One (1) to be the Chief or designee.

3. Paid details will be distributed among sworn Police Officers on a regular, rotating basis consistent with the availability of officers to work the details and the monetary value of same. It is agreed that all details will be posted on the bulletin board in the station where practicable, and further that the Chief will make the books on which the details are recorded available to both Associations.

4. Selection of officers for the details shall be made on the following basis:

(a) There shall be one list that shall include and combine both Patrol Officers and Supervisory Officers. A detail will first be offered to the police officer (with the lowest monetary value of extra paid details worked for the six (6) month period and offered in that order until the detail is accepted.

(b) However, in any crowd control situation (i.e., a football game or other event, a strike or job action detail, etc.) there will be one (1) Supervisory Officer if three (3) or more Patrol Officers are required. The Supervisory Officer will be assigned regardless of whether or not he has the "lowest monetary value."

(c) *NOTE: Under such circumstances, the Supervisory Officer shall be paid at his supervisor rate of one and one-half times regular base pay (which includes educational incentives). In computing compensation for such details or Town details, employees' regular pay shall mean base pay including educational incentives.*

5. A retired Police Officer (Supervisory Officer or Patrol Officer) who retires on a non-disability pension after at least twenty (20) years of service to the department may remain eligible for details. At the Chief's discretion, details are to be offered to a retired officer only after all active officers have been asked. The training equipment, uniform, and fitness for duty of a retired Police Officer shall be determined by the Police Chief.

6. All Extra Paid Detail rates that follow shall be set each year before the end of May, for the following fiscal year. The first rate-change will be no earlier than July 1, 2024. The rates are to be determined by agreement between both Associations and the Town Manager.

3.3.2 - Non-Town Work Details

1. Non-Town work detail rates are as follows:

(a) Effective July 1, 2021 \$65.00/hour for detail rate pay

(b) Effective July 1, 2021 \$97.50/hour for premium detail rate pay, which shall be 1.5x the detail rate pay in section 3.3.2.1 (a).

2. Patrol Officers shall be compensated for Non-Town work details with a four (4) hour minimum.
3. Patrol Officers shall be compensated for Non-Town work details at an hourly rate of one and one half times (1.5x) each employee's regular pay rate including educational incentives, or the rate set under section 3.3.2.1, whichever is higher.
4. If a Patrol Officer works a Non-Town work detail in a supervisory capacity in lieu of a Supervisory Officer, compensation shall be one and one half times (1.5x) each employee's regular pay rate including educational incentives, or the rate set under section 3.3.2.1 (b), whichever is higher.

3.3.3 - Non-Town Road Details

1. Non-Town road detail rates are as follows:
 - (a) Effective July 1, 2021 \$65.00/hour for detail rate pay
 - (b) Effective July 1, 2021 \$97.50/hour for premium detail rate pay, which shall be 1.5x the detail rate pay in section 3.3.3.1 (a).
2. Premium detail rate pay in section 3.3.3.1 (b) shall be used when Patrol Officers are required to work:
 - (a) 10:00pm to 7:00am;
 - (b) Saturdays, Sundays, or Holidays (as recognized in section 2.6.1);
 - or
 - (c) on the same detail in excess of eight (8) consecutive hours.
3. Patrol Officers shall be compensated for Non-Town work details with a four (4) hour minimum. In addition, any part of the detail beyond four (4) hours but less than eight (8) hours shall be eight (8) hours.
4. Patrol Officers shall be compensated for Non-Town work details at an hourly rate of one and one half times (1.5x) each employee's regular pay rate including educational incentives, or the rate set under section 3.3.3.1, whichever is higher.

3.3.4 Strike Details

1. Strike detail rates are as follows:
 - (a) Effective July 1, 2021 \$100.00/hour for detail rate pay
 - (b) Effective July 1, 2021 \$150.00/hour for premium detail rate pay, which shall be 1.5x the detail rate pay in section 3.3.4.1 (a).
2. Premium detail rate pay in section 3.3.4.1 (b) shall be used when Patrol Officers are required to work:
 - (a) 10:00pm to 7:00 am;

- (b) Saturdays, Sundays, or Holidays (as recognized in section 2.6.1);
or
- (c) on the same detail in excess of eight (8) consecutive hours.

3. Patrol Officers shall be compensated for Strike details with a four (4) hour minimum.
4. Patrol Officers shall be compensated for Strike details at an hourly rate of one and one half times (1.5x) each employee's regular pay rate including educational incentives, or the rate set under section 3.3.4.1, whichever is higher.
5. The Supervisory Officer Designated as the Officer in Charge of the Strike Detail shall be compensated at the premium rate of \$150.00/hour. The Premium Rate as described in Section 3.3.4.2 for the Officer in Charge shall be \$200.00/hour.

3.3.5 - Town Details

1. Town details will be paid at one and one-half times (1.5x) each individual employee's regular pay including educational incentives but in no case shall the rate be less than the non-Town detail rate per hour as outlined in section 3.3.3. paragraph 2. There shall be a four (4)-hour minimum for Town details. For Town details that are "road jobs," the detail rate shall for hours worked in excess of 4 hours but less than 8 hours will be paid for 8 hours. A Town "road job" is defined as any job where the primary responsibility of the detail is traffic control and direction. Work at the elections is not considered a road job. Any dispute over whether the detail is a road job shall be resolved by the Chief.
2. The Town shall maintain a special fund, in accordance with the provisions of Chapter 44, Section 53C of the General Laws, to compensate employees for all paid details worked within the next applicable pay period. When the information on a detail has been submitted through the Department's normal payroll process and is submitted to the Town Payroll Division Office during the morning of the first Town workday of the week of payday (Monday or Tuesday, if Monday is a holiday), the detail will be paid in that payroll.
3. All Police work, which includes the protection of life and property through enforcement of laws and by-laws, prevention and detection of crime, apprehension of violators, preservation of order, traffic control (vehicular and certain pedestrian at paid detail locations as determined by the Chief), direction of traffic and including all traditional work performed by Police Officers, within the boundaries of the Town of Reading, either on regular assigned or special details, shall be assigned only to members of the Town of Reading bargaining units (Patrol Officers and Supervisory Officers); and

retirees in accordance with Section 3.3.1.5.; and Officers from surrounding communities in accordance with Section 3.3.4, paragraph 5 of this Agreement. The employer shall not offer or assign such work to people outside the bargaining units. The employer shall not contract out any such work.

4. It is agreed that Reading Police Officers (Patrol Officers and Supervisory Officers) may, with the approval of the Chief, and through normal procedures, do detail work in adjacent communities as long as the detail work in any way affects the ability of Reading Police officers to cover on-duty and detail work within the Town. In addition, with the approval of the Chief, there is no objection to having Police Officers from surrounding communities do detail work in Reading if the Town is not able to cover the details with Reading Police personnel, after such detail has been offered to each and every eligible police officer (Patrol Officers and Supervisory Officers), eligible retiree, in accordance with the provisions of this Agreement.

Section 3.4 – Education Incentive Program

3.4.1 The Town of Reading accepted MGL ch.41-s.108L (the Quinn Bill), in November 1993. For purposes of this Section, the term “Education Incentive Program” shall include the Quinn Bill as long as MGL ch.41-s.108L remains in place unamended. In the event that the acceptance of MGL ch.41-s.108L shall be repealed or amended by the Town, or in the event that the State repeals or amends MGL ch. 41 sec 108L, the following shall apply:

Employees shall continue to receive the pay and percentages they were/are entitled to and were/are receiving or may be entitled to receive in accordance with this Education Incentive Program as detailed in this section, and the Town of Reading shall be responsible to guarantee that the entire amount is paid.

It is the intent of this Section to guarantee 100% payment of education incentive pay benefits notwithstanding any subsequent legislation which might affect MGL ch.41-s.108L, or the Town of Reading's reimbursement by the Commonwealth of Massachusetts.

3.4.2 Employees who are eligible will be paid under this Education Incentive Program.

3.4.3 The payments under this Education Incentive Program will be paid in the bi-weekly payroll, and payments will thereby be prorated, if an employee is not employed for the full fiscal year.

An employee who is not employed as of September 1st of the fiscal year, or who has not attained a degree which is reimbursable under the Quinn Bill education incentive by that date, will not receive the Quinn Bill education incentive payment until the following September 1 if he is eligible at that time.

Police Officers who graduate from the academy and are sworn in as full time Police Officers after July 1, 2010, and who are eligible for payment under this Education Incentive Program but are not eligible under the Quinn Bill, will be paid upon successful graduation from the police academy and upon being sworn in as a full-time Police Officer.

Officers who receive an approved degree will be eligible for payment under the Education Incentive Program upon providing to the Police Chief appropriate transcripts verifying the receipt of the degree.

3.4.4 The base salary for determining the amount to be paid under the Quinn Bill, or Education Incentive Program will be the base salary pursuant to the contract (which includes holiday pay, night shift differential, EMT Stipend & Specialist Pay where applicable) and shall exclude overtime.

3.4.5 The Education Incentive Program payments shall be determined by calculating at the beginning of the fiscal year the total educational incentive to which the employee will be entitled during the fiscal year.

The Town and the Union agree that if the Quinn Bill is repealed or under-funded by the State, the Town shall continue to pay the full Education Incentive Program payment as detailed in paragraph (7) below.

3.4.6 The Education Incentive Program payments shall be as follows:

- For an Associate's degree – 10% of base pay as listed in the contract
- For a Bachelor's degree – 20% of base pay as listed in the contract
- For a Master's Degree or Juris Doctor degree – 25% of base pay as listed in the contract.

3.4.7 An Associates, Bachelors or Master's degree in the following major concentrations shall be eligible for the Education Incentive Program:

- Criminal Justice
- Law enforcement

A Juris Doctor degree is also an eligible degree and shall be treated as a master's degree for the purposes of this agreement.

Degrees shall have been awarded by a college or university listed in the database of accredited postsecondary institutions and programs maintained by the US Department of Education.

3.4.8 Any employee who attends a school or course (including the Police Academy and/or Police Training Courses, but excluding college credit courses) to better his knowledge in a specific area of police work shall be reimbursed for any out-of-pocket

expense (meals, gasoline, equipment). No employee shall attend any course or school and receive any reimbursements without the prior approval of the Chief of Police.

Section 3.5- Uniforms and Equipment

3.5.1 - New employees appointed as Patrol Officer by the Town shall, upon appointment, receive a complete set of uniforms, leather, foul weather gear and equipment as agreed with the Chief of Police.

3.5.2 - As of July 1, 2014, the annual clothing allowance is included in the officer's base salary. Officers shall wear such uniforms as determined in the Department Policy and Procedure Manual. They should present a good personal appearance to the public at all times and reflect a positive image as officers of the Reading Police Department. The police uniform identifies the officer and makes them readily accessible to the citizen. It is, therefore, vital that the officers of the department maintain a neat and clean appearance and that the uniform serve as an appropriate introduction to the members of the community. Uniforms shall be kept neat, clean, in good repair and well-pressed at all times. Officers will repair or replace articles as instructed either prior to their next working shift, or during the shift.

3.5.3 - If an employee during the course of duty damages or otherwise destroys an article of clothing or required Police equipment, or an item necessary to perform his/her duty (i.e prescription glasses), said item shall be replaced or repaired by the Department at no cost to the employee.

3.5.4 - Uniform changes initiated by the Town shall be paid by the Town over and above the allowances in the base pay. Nothing shall prohibit the Town from initiating changes in the uniform that are phased in upon replacement, but not later than two years from date of notification of change. The cost of such phased in changes shall be borne by the officer.

3.5.5 - The Town will supply batteries, including rechargeable batteries, appropriate to the flashlights owned by members of the Department and purchased through the allowances in this section. The Town may require the phased in standardization of flashlights and other equipment to ensure that batteries and replacement items are standard.

3.5.6- The Town shall compensate employees, up to a maximum of \$100, for the reasonable replacement cost of personal property (glasses, artificial teeth, watches, etc.) damaged by accident in the course of employment. **3.5.7**- Patrol Officers will be required to be trained in and to utilize the "Automatic External Defibrillators" (AED's) owned or leased by the Town. This will be done at no additional compensation to the employees. Specific policies and procedures on training and use shall be developed and from time to time modified by the Chief. Any training pertaining to AED's that occurs outside of regular hours of duty as outlined in Section 2.2 (excluding in-service training) will be compensated as agreed between the RPPA and the Chief.

Section 3.6 - EMT Stipend

3.6.1 – Section 3.6 only applies to current employees who are both certified as an Emergency Medical Technician (EMT) and employed by the Reading Police Department as a Police Officer on July 1, 2012. If an employee who is certified on July 1, 2012 loses the EMT certification for any reason, (s)he is no longer eligible for the stipend in the future. Any employee who is certified as an EMT shall receive a 3% annual stipend that shall be paid bi-weekly according to the schedule set forth in Section 3.1.

3.6.2 - EMT's shall have a duty to perform, and shall train with personnel from the Reading Fire Department.

3.6.3 - Continuing Education re-certification and refresher classes will be done at the employee's expense. If manpower is sufficient, then an employee may attend EMT training during their tour of duty, and not receive any additional compensation, subject to the approval of the officer in charge.

3.6.4 - The Town will pay the employee's re-certification fee(s), as mandated by the State.

Section 3.7 - Pay Period

The members of the Association shall be paid bi-weekly.

Article 4 - Employee Benefits

Section 4.1 – Holidays

4.1.1 - The Town recognizes the following twelve (12) holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth Independence Day	Christmas Day

Compensation for the twelve recognized holidays listed above is included in the chart in Section 3.1 Wages. There will, therefore, be no separate pay for holidays.

4.1.2 - A "floating holiday" is a day off to be taken at the employee's discretion with the prior approval of the Chief. Each employee will be given two floating holidays per calendar year, and the holidays must be used in that calendar year. A floating holiday will not be available to an employee during his/her probationary period. Each floating holiday will be granted in the actual number of hours the employee is scheduled to work per day - i.e., 8 hr. shift = 1 day; 10 hr. shift = 1 day.

If up to one day's notice is given, the Chief shall not refuse said benefit to any employee unless granting it results in a public emergency to the department. The exception to this rule is Christmas Day.

Section 4.2 – Vacation

4.2.1 - Paid vacations are available to all employees. For employees hired after July 1, 1995, the vacation schedule shall be in accordance with the following Sections. For employees hired before July 1, 1995, the following sections shall apply, except that in Sections 2.3.4, 2.3.5 and Section 2.3.6, if applicable, the entire additional week of vacation shall be advanced to the employee on January 1 for the entire calendar year.

4.2.2 - Vacation shall accrue at the rate of 1.17 days per month for the remaining portion of the calendar year in which the employee is hired. Thereafter, vacation will be advanced to an employee on January 1 for the entire calendar year. No vacation will be taken during the first six (6) months of employment.

4.2.3 - 14 days (112 hours) vacation with pay will be granted to all regular employees beginning January 1 after their employment.

4.2.4 - 21 days (168 hours) vacation with pay will be granted to all regular employees beginning on the date of completion of their fifth year of continuous service. On January 1 of the year in which the completion of the fifth year of continuous service is to be met, the vacation advanced will be the 14 days (112 hours) earned plus the prorated amount of the 7 days (56 hours) earned that year.

4.2.5 - 28 days (224 hours) vacation with pay will be granted to all regular employees beginning on the date of completion of their tenth year of continuous service. On January 1 of the year in which the completion of the tenth year continuous service is to be met, the vacation advanced will be 21 days (168 hours) earned plus the prorated amount of the 7 days (56 hours) earned that year.

4.2.6 - This section only applies to employees who have twenty years or more of continuous service as of July 1, 2010. When there are no longer any employees of the bargaining unit who are subject to this section, the section will be removed from the contract. On January 1 of the year in which the completion of the 20th, 21st, 22nd, 23rd or 24th year of continuous service are to be met, 1.4 additional days (11.2 hours) each year of vacation in addition to the 28 days (224 hours) previously earned will be advanced so that on the January 1 of the year that the completion of the 24th year of service will occur, a total of 35 days (280 hours) of paid vacation will be earned.

4.2.7 - Vacations must be taken within the calendar year. An employee granted up to 21 days (168 hours) vacation may elect to carry over 7 days (56 hours) of vacation into the next calendar year. An employee granted 28 days (224 hours) or more vacation may carry over up to 14 days (112 hours) of vacation into the next calendar year. Any vacation carried over must be taken by June 30 of the next calendar year. All carry over must have prior approval of the Chief. The Chief may approve more carryover than what is outlined in this section but this approval will only be granted for extraordinary circumstances. Retirement is not considered an extraordinary circumstance.

4.2.8 - Vacations are scheduled in accordance with Sections 4.2.15, 4.2.16, and 4.2.17 of this Agreement.

4.2.9 - Vacation will not be granted in less than one day increments unless approved by the Chief.

4.2.10 - Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on his/her part, or by resignation in good standing, retirement or death, (s)he or his/her estate shall be paid at the regular rate of compensation payable at the termination of employment, an amount in lieu of earned but unused vacation.

4.2.11 - An employee who terminates employment with the Town and who has taken vacation in excess of that which has accrued (determined on a monthly accrual basis) must compensate the Town for the excess vacation either directly or by withholding from paychecks.

4.2.12 - Employees who are retiring and give at least six months' notice will be entitled to the full years paid vacation without pro-ration. This option is available only once. If, after giving six (6) months' notice, an employee decides not to retire, the employee may not take advantage of this option again, unless the employee is out on 111f and falls under the provisions of Section 5.1.6.6.

4.2.13 - For purposes of this Section, a vacation week will be considered 7 working days (56 hours) in accordance with the past practice of the Department and in accordance with the so-called "Holyoke Decision."

4.2.14 - The Chief will cause a vacation schedule to be posted on or before February 1 in each year. If the list is posted prior to February 1, no employee shall be required to pick his/her vacation according to the requirements in 4.2.15 until February 1.

4.2.15 - A seniority list for the purpose of vacation selection shall be established. Each employee in order of his seniority shall be entitled to select his vacation leave. Each employee shall be allowed a maximum of two (2) working days to make his vacation selection. If said employee fails to select his vacation within the prescribed two (2) day period, then his name will be placed at the bottom of the seniority list, and he will not be eligible for another selection until all less senior employees have had the opportunity to make their selection. Administrative Specialists and Detectives are not on the patrol vacation list.

4.2.16 - Employees shall be entitled to schedule two (2) weeks (112 hours) of their vacation at a time, making their selection therefore in accordance with the provisions of Section 2.3.15 of this Article. After the list has been exhausted, by seniority the employee shall be entitled to schedule up to two (2) additional weeks (112 hours) vacation. Selection shall be in accordance with the provisions of Section 4.2.15.

4.2.17 - Employees who have one (1) full week (56 hours) of vacation due them as of October 15 of each year may request the vacation be taken the week commencing with Christmas Day or including Christmas Day. Such request shall be submitted to the Police Chief in writing at any time prior to the 15th of October, and further, a list of employees who will receive the Christmas vacation shall be posted by November 1 of the same year. In the event that more requests are received than the Chief determines advisable to grant, the names of those employees so requesting shall be drawn from a hat by the President of the Association or his designee, up to a number determined by the Chief. The employees whose names are drawn shall be entitled to take their vacation during such week.

4.2.18 - Employees shall be entitled to take their individual vacation days after giving the Department no less than twelve (12) hours-notice. The Chief has the right of refusal with reason.

4.2.19 - The Town reserves the right to pay cash at straight time for vacation leave in excess of two (2) weeks (112 hours), rather than grant time off at the option of the employee and at the discretion of the Chief.

4.2.20 - When a vacation is requested in writing, confirmation shall be given in writing within a reasonable time.

4.2.21 - When an employee takes a full week vacation or more (4 or more shifts off, or 5 shifts off if assigned to the administrative schedule), the vacation period will commence immediately when the employee completes their regularly scheduled tour of duty and continue until the employee returns to work their regularly assigned scheduled shift; inclusive. Details and overtime worked while on vacation shall not affect this section

Section 4.3 - Sick Leave

4.3.1 - All employees shall be eligible for payment from accrued sick leave for time absent due to illness, injury, or medical appointments that cannot be arranged after regular working hours. Sick leave may be taken in increments of no less than one (1) hour.

4.3.1.1 - Sick time may be used during the probationary period with the following restrictions:

- 1) Only accrued sick time may be used;
- 2) Sick time may be used only for personal injury or illness;
- 3) The Town may require the employee to submit a letter from a regularly licensed practicing physician giving the prognosis of the illness or injury before the employee shall be entitled to sick leave with pay.

4.3.2 - Sick leave shall be accrued on the basis of one (1) day (8 hours) per month of service, beginning on the first day of the month of employment for a total accrual of twelve (12) days (96 hours) per year. Unused sick leave shall be accumulated from year to year without limitation.

4.3.3 - Up to 5 days (40 hours) of accrued sick leave may be used by an employee to attend to a spouse, parent, child, immediate family member or someone who lives in the same household as the employee and who is ill. There will be no carry-over of this benefit from one calendar year to another calendar year.

4.3.4 - After the completion of the probationary period, when absence by reason of sickness or injury is for a period of three consecutive days or more, the Chief may require the employee to submit a letter from a regularly licensed practicing physician giving the prognosis before the employee shall be entitled to sick leave with pay. The Town, at its expense, reserves the right to have a physician examine the employee.

4.3.5 - An employee who is on paid vacation and who is hospitalized for an injury or illness, at his/her option and provided that (s)he has sick leave available, may have his/her vacation time changed to paid sick leave for the period of the actual hospitalization.

4.3.6 - No member of this bargaining unit shall be paid for unused sick leave.

4.3.7- Advancement of Sick Leave. It is recognized that, under some circumstances, an employee may be ill or injured and not have adequate accrued sick leave to cover the incident.

4.3.7.1 - The Town Manager may, upon written request from an employee, with written endorsement from the Police Chief, advance sick leave to any permanent full time or permanent part time employee who works 20 hours or more per week. Included in the consideration of approval of the advancement of sick leave will be:

1. The likelihood that the employee will be able to re-pay the advanced sick leave;
2. A pattern of abuse of sick leave that may be cause to deny the advancement of sick leave;
3. Whether the employee has used all accrued compensatory time, or floating holidays. The Town Manager may require accrued vacation to be used prior to advancement of sick leave, depending upon the time of year the incident occurs and the amount of vacation time available.
4. Other factors that may be relevant to the issue of advancement of sick leave.

4.3.8 - Sick Leave Bank. A "Sick Leave Bank" shall be established and maintained for the purpose of protecting permanent full time employees against loss of income due to long term illness or disability.

The Sick Leave Bank will be administered by a committee consisting of one (1) member to be elected from each of the constituent bargaining units that elects to participate (Engineers Unit, Town Hall Unit, Public Works Unit, Patrolman, Police Supervisory Officers and Dispatchers and others) and appointees of the Town Manager one less than the aggregate number of members representing the Unions. All members of the Sick Bank Committee shall be participants in the Sick Bank. Any member(s) who join the Sick Bank shall have preference through "election" by the unit to be the representative to the Sick Bank.

4.3.9 - Officers returning to duty from absence on sick leave shall not be eligible to receive any paid detail or overtime opportunity(s), except for emergencies approved by the Chief, until forty-eight (48) hours have passed from the end of the last shift within which sick leave was used. Up to three shifts of family sick leave and absences of two hours or less for medical appointments do not constitute sick leave time taken exclusively for the purposes of this Section.

Section 4.4 – Light Duty

4.4.1 – The Reading Police Department will provide limited/light duty to all Officers who become injured, whether on or off duty and are not totally incapacitated:

1. An Officer on limited/light duty, at the discretion of the Chief, may not be permitted to wear their uniform so as not to be called upon by the public to perform police duty that may jeopardize their injury.
2. The Officer will be assigned by the Chief to a shift that in the opinion of the Chief will increase the effectiveness of the Police Department. If possible, the Officer will be assigned to his normal shift.
3. An Officer on limited/light duty shall not be eligible for details without the expressed approval of the Chief, and will not be eligible for overtime.

4. Limited/light duty shall be for periods of up to 180 calendar days. A review of the officer's injury will be made periodically to determine the likelihood and the timetable for their return to full duty. The review shall be performed in accordance with the paid injury leave sections of this Article.

5. Any Police Officer not complying with the limited/light duty provisions may forfeit compensation during the period of time (s)he was in violation, after going through the process outlined in the paid injury leave sections of this Article.

6. Duties that may be assigned to an Officer on limited/light duty include the following:

- (1) Maintain and update police records, and be a report review officer.
- (2) Update teletype information such as warrants, green sheets, etc.
- (3) Assist the Crime Prevention Officer in dealing with school or neighborhood problems.
- (4) Transport drugs and evidence to the State lab.
- (5) Attend and help coordinate training.
- (6) Assist Officers in writing reports.
- (7) Assist the Court Officer and detectives with records and reports.
- (8) Assist the Dispatcher during peak hours or when needed.
- (9) Any and all administrative, clerical or other duties that may be assigned by the Chief.

4.4.2 - An employee who is on limited/light duty assignment may be afforded time off without loss of pay for medical examinations, treatment, and rehabilitation as needed, in connection with their injury. Such time off will be with the prior approval of the Chief (which approval shall not unreasonably be withheld), and upon the submission of satisfactory documentation detailing the necessity of such an examination, treatment, or rehabilitation, and the necessity of such to enable the employee to return to full police duty as soon as possible.

4.4.3 - An Officer on limited/light duty will not replace an Officer on a regular schedule.

Section 4.5 – Bereavement

4.5.1. Upon the death of an immediate family member, not less than four (4) working shifts will be granted with pay within the next seven calendar days for employees working "non-administrative" schedules. Employees working "administrative" schedules will be granted not less than five (5) shifts off with pay within the next seven calendar days. Immediate family is defined as a spouse, parent, grandparent, grandchild, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law or son-in-law.

4.5.2. One (1) day leave with pay will be granted to any employee to attend the funeral or other memorial service upon the death of other members of his/her family defined as aunt, uncle, sister-in-law, brother-in-law, niece or nephew. For purposes of this section, one day shall be defined as two shifts for an employee on his/her "short day".

4.5.3. The Town Manager may extend the bereavement/emergency leave beyond what is permitted in 4.5.1 or 4.5.2 above (such extension to be in time off, or in terms of the relative for whom leave is granted, or the employee status for whom leave is granted). This leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case, and denial of such a request is not subject to appeal.

Section 4.6 - Military Leave

The Town's policy on Military Leave is included in the Town's Personnel Policies and is binding for this bargaining unit.

Section 4.7 - Special Leave

Each employee shall be granted special leave with pay for a day on that he is able to secure another employee to work in his place, said special leave to be for an unusual occurrence or for some purpose not in the normal course of events. This leave will be allowed, provided:

1. Such substitution shall have been approved by the Police Chief or where impractical to secure prior approval of the Chief, the approval of the officer in charge of the employee's shift.
2. Such substitution does not impose an additional cost on the Town with regard to the payment of salaries or wages.
3. Neither the Association nor the Town is held responsible for enforcing any agreement between employees.
4. Should the substitute secured by the employee fail to work such employee's entire shift, any extra cost of covering all or part of such shift shall be deducted from the salary of the employee.

Section 4.8 - Compensatory Time Off Benefits

4.8.1 - In lieu of overtime pay in cash at time and one-half, at the Chief's discretion, an employee may elect to receive compensatory time off on a time and one-half basis, one and one-half (1-1/2) hours for each hour actually worked.

4.8.2 - In lieu of such court time compensation, an employee may elect to receive compensatory time off in an amount equal to one and one-half the actual times worked, with a four (4) hour minimum in each instance. The election provided herein must be made by the employee at the time he returns from such court attendance.

4.8.3 - Compensatory time off may be accumulated at a maximum of forty (40) hours and shall be scheduled by mutual consent of the employee and the Chief.

Section 4.9 - Service Credit

If a former employee returns to employment in the Reading Police Department, (s)he will be required to pay back an amount equal to that received from the Town upon termination. This may be done on a gradual basis through regular payroll deductions. At the time that the accumulated total equals the amount originally received from the Town upon prior termination, the employee will be entitled to the number of sick days equal to that for which (s)he was paid at the time of his termination.

Section 4.10 – Records

A complete and accurate record shall be maintained of each employee setting forth the dates used from sick leave and the number of sick days remaining. Such record shall be available for inspection each individual upon reasonable request. Employee's present sick leave credits will be maintained.

Article 5 - Union Business

Section 5.1 - Payroll Deduction of Union Dues

5.1.1 - The Town will deduct the regular Association dues and initiation fees (if any) from the wages of employees who have authorized such deduction in writing.

5.1.2 - Persons covered by this Agreement who are not Association members shall be required, as a condition of employment, to pay to the Association an agency service fee proportionately commensurate with the cost of collective bargaining and contract administration not to exceed Association dues. The Association agrees to indemnify the Town for any financial liability it may incur in complying with this section.

Section 5.2 - Union Business Leave

5.2.1 - All employees who are members of the Collective Bargaining Team, not to exceed five (5), shall be allowed time off for negotiation or conferences with the Town Manager and/or Select Board without loss of pay or benefits; and without the requirement to make up said loss of time, provided, however that no more than two (2) such members shall be allowed such time off for any one negotiating session or conference and provided, further, any such member attending any such negotiation session or conference during his normal tour of duty shall return to duty if the Chief or the Officer in charge of the shift shall determine such return required in the interests of public safety of the Town.

5.2.2 - The member of the Association attending any of the meetings or conferences specified in Steps 1 through 3, inclusive, of Section 1.4 shall be granted leave from duty with no loss of pay or benefits for such meetings or conferences when such meetings or conferences take place at a time during which such member is scheduled to be on duty.

5.2.3 - Up to three (3) members of the Association shall annually have leave of up to 2 days each to attend the MASS C.O.P. annual convention, or the annual convention of a successor professional organization with which the Association may become affiliated.

Section 5.3 - Bulletin Board and Memos

Bulletin board space for Association announcements will be provided in the Police Station and may be in an electronic format. Such announcements shall not contain anything political, denunciatory or inflammatory or anything derogatory to the Municipal Employer or any of its officers or employees. Any Association authorized violations of this section shall entitle the Municipal Employer to disregard its obligations thereunder.

The Union will be supplied with a copy of all memos and directives that are binding and that affect terms of employment and conduct of members of the Bargaining Unit.

Article 6 - Miscellaneous

Section 6.1 - Exclusivity of Civil Service Remedies

6.1.1 – Nothing herein shall be deemed to limit any rights of employees granted or defined in Chapter 31 of the General Laws of the Commonwealth of Massachusetts or any other amendments to such Chapter or any other provision of the General Laws superseding, modifying, defining or enlarging such Chapter; provided, however, the remedies specified thereunder, if elected by an employee, shall be exclusive and should the Association or any employee request a hearing before the Civil Service Commission or any court or agency of competent jurisdiction as provided thereunder, and any and all rights to proceed under the grievance procedure set forth in Section 1.6 shall be deemed to have been waived and, provided further, the condition or event upon which such request, complaint, or petition is based shall not thereafter be the subject of any grievance by the Association or the employee to be determined under Section 1.6. If any steps have been taken to process a grievance under Section 1.6 prior to the filing of such a request, complaint or petition, the filing of the request, complaint or petition shall be deemed to be an abandonment of the right to proceed further under Section 1.6 and neither the Chief nor the Municipal Employer shall have any obligation thereafter to follow the procedures to further process such grievance.

6.1.2 - Only those officers hired prior to July 1, 2012 and hired under Chapter 31 of the General Laws of the Commonwealth of Massachusetts may request a hearing before the Civil Service Commission.

Section 6.2 - Procedure for Conducting Investigations

6.2.1 - The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contact and relationships with the public. Out of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by Supervisory Officers designated by the Police Chief. In an effort to ensure that these investigations are conducted in a manner that is conducive to good order and discipline, the following guidelines are promulgated:

6.2.2 - Interrogation. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise. When practicable, interrogations should be scheduled for the daytime and the reassignment of the member of the force to a day tour of duty should be employed. No member shall suffer loss of pay for time spent under interrogation.

6.2.3 - Location. The interrogation shall take place at a location designated by the investigating officer. Usually it will be at the Station.

6.2.4 - Persons Involved in Investigation. The member of the force shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and all persons present during the investigation. If a member of the force is directed to leave his post and report for interrogation other than at the Station, the Station shall be promptly notified of his whereabouts.

6.2.5 - Information to Person being Investigated. The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The address of the complainants and/or witnesses need not be disclosed; however, sufficient information to apprise reasonably the member of the allegations should be provided. If the complaint is filed in writing, or statement of the complaint is or has been recorded stenographically or mechanically, a copy should be furnished to said member(s); if it is known that the member of the force being interrogated is a witness only, he should be so informed at the initial contact.

6.2.6 - Timing of Investigation. The questioning shall not be overly long. Reasonable respites shall be allowed. Time also shall be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

6.2.7 - Conduct of Investigation. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

6.2.8 - Recording of Investigation. The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "off-the-record" questions.

6.2.9 - Rights. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the Miranda decision.

6.2.10 - Right to Counsel. In all other cases, the Police Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel before being questioned, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for purpose of counsel past 10:00 A.M. of the day following the notification of interrogation. Counsel, if available, and a representative of the Association may be present during the interrogation of a member of the force.

6.2.11 Refusal to Cooperate. In any case, the refusal by a member of the force to answer any pertinent questions may result in disciplinary action.

6.2.12 No Self Incrimination. An employee will not be compelled to testify against himself in an administrative investigation unless he is granted transactional immunity by a person authorized to grant transactional immunity.

6.2.13 Privacy. The Town will respect the privacy of the members of the Association.

Section 6.3 - Legal Representation

6.3.1 - Town to Provide. The Town agrees to provide legal representation, or at its option, reasonable attorney's fees and costs, for the defense of any civil or criminal action. This shall include but is not limited to criminal complaint application(s), criminal complaints(s), criminal indictment(s), civil suits(s), and any criminal or civil appeals, brought against any Police Officer or Officers [or in the case of any appeal, by any such Officer(s)] on account of

any action, intentional tort or any negligence or violation of the civil rights of any person(s), provided that such Officer was acting within the scope of his duties at that time.

6.3.2 - Selection of Counsel. When the Town opts to provide legal representation for the Officer, it may provide its Town counsel or counsel through its insurance company. When the insurance company is providing counsel, it may consider but shall not be required to consider the employee's preference. When the Town opts to reimburse attorney's fees rather than to provide legal representation, the officer(s) shall select legal counsel to defend or appear on behalf of such police officer or officers subject to the approval of the Select Board. The fee for said services shall be the fee customarily charged in Middlesex County for similar legal services. However, counsel's office is not required to be located in Middlesex County.

6.3.3 - Court to Determine when Acting in Scope of Duties. The Officer or Officers shall be deemed to be acting within the scope of his official duties until a court, arbitrator or civil service hearing, determines that he was not acting within the scope of his official duties. A civil service hearing is only available to those officers hired prior to July 1, 2012 and hired under Chapter 31 of the General Laws of the Commonwealth of Massachusetts. However, prior to said determination being made the Officer or Officers shall be deemed to be acting within the scope of his official duties until all appeals have been exhausted by said Officer or Officers. Upon such a determination that the Officer(s) was not acting within the scope of his official duties the Officer(s) shall reimburse the Town for fees and costs expended in his defense, otherwise he shall not reimburse the Town.

6.3.4 – Settlement. The Town shall seek the consent of the Officer or Officers for any settlement agreement, which consent shall not be unreasonably withheld. In the event that there is such an agreement for judgment or settlement entered into voluntarily by the Town, with or without the employee's consent, the Officer or Officers shall be deemed to have been acting within the scope of their official duties. In any instance where the Officer or Officers are deemed to have been acting within the scope of their official duties, the Town shall pay all costs of judgments, interests and related expenses.


6.3.5 - Copies to Association. The Association and its general counsel shall be provided with copies of all pleadings, correspondence, and other related documents received or filed by the Town as they are produced and/or sent to appropriate courts and/or other parties throughout the proceedings of any matters that fall within the scope of this Section.

Signature Page

IN WITNESS WHEREOF the parties to this Agreement have caused those present to be executed by their agents on this 24 day of February 2022.

Town of Reading:

Reading Police Patrol Officer's Association:



Robert W. LeLacheur, Jr. CFA
Town Manager

DET. M. FITZGERALD # 62

Mass Cop Local #191, AFL-CIO

2 / 23 / 22

Date

Mass Cop Local #191, AFL-CIO

**Side Letter 1 Between
Town of Reading
and the
Reading Police Patrol Officers Association
Association – Mass Cop Local #1919, AFL-CIO
July 1, 2021 through June 30, 2024**

The following sections shall replace those in the body of the main contract for the period July 1, 2021 through June 30, 2024. The Fitness Program and Fitness Test as described under Section 2.9.2 in the previous contract will be offered to those meeting the eligibility criteria previously established. Section 4.3.6 (below) is meant to replace Section 2.9.2, so there will be no Fitness Program offered during this Agreement.

The parties agree to meet no later than February 1, 2024 to review the results of this side letter, for purposes of negotiating a permanent change to the contract. If the parties cannot reach such an agreement or extend the duration of the side letter, this side letter will cease after June 30, 2024 without further negotiation. If this side letter expires without a permanent change made to the contract, eligibility for the Fitness Program would be re-instituted during fiscal 2025 with the next Fitness Test administered in the fall of 2025.

~~2.9.2 Fitness Program – In order to participate in the fitness program employees must have used six (6) or less total sick days in the previous twelve month period beginning July 1 and ending June 30. The total hours of sick time will be dependent on the shift the officer is assigned to, an 8 hour shift = 48 hours, a 10 hour shift = 60 hours. The Chief may make exceptions to this section under special circumstances.~~

~~2.9.2.1 – The Chief will schedule a time in the following September or October for the physical fitness test. Employees will attend this fitness test on their own time and will not be compensated for participating. In order to qualify for the fitness stipend, employees must meet the fitness standards outlined below. The test will include a 1.5 mile run, sit ups in one minute and push ups in one minute.~~

~~2.9.2.2 – Employees who successfully complete the fitness test will be compensated with a lump sum payment of \$750 in their paycheck the first pay period of December.~~

Voluntary Physical Fitness Test

Males	Sit ups 1-minute	1.5 mile run	Push ups 1-minute
20-29	40	12:18	33
30-39	36	12:51	27
40-49	31	13:53	21
50-65	26	14:55	15
Females			
20-29	35	14:55	20

30-39	27	15:26	14
40-49	22	16:27	13
50-65	17	17:24	9

4.3.6 – No member of this bargaining unit shall be paid for unused sick leave.

An employee may be eligible for annual sick leave buyback if they meet the following conditions:


- (a) Minimum balance of 500 hours of sick leave at calendar year-end; and
- (b) Sick leave taken during that previous calendar year was 40 hours or less.

If both conditions are met, the employee has a choice to sell back up to 32 hours of sick leave to the Town at straight time, or to swap up to 32 hours of sick leave in exchange hour-for-hour for Compensatory Time. Such a request must be made by February 1st and payment shall be made by the Town by March 1st.

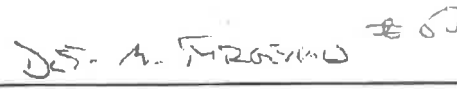
IN WITNESS WHEREOF the parties to this Agreement have caused those present to be executed by their agents on this ____ day of _____ 2021.

Town of Reading:

Reading Police Patrol Officer's Association:



 Robert W. LeLacheur, Jr. CFA
 Town Manager



 Michael Fitzgerald
 Mass Cop Local #191, AFL-CIO

received in HR 12/20/2021