

**Agreement Between  
Town of Reading  
and the  
Reading Police Supervisory Officers'  
Association - I.B.P.O.**



**Effective: July 1, 2017**

**Expiring: June 30, 2018**

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## **PREAMBLE**

This Agreement of Understanding entered into on \_\_\_\_ day of \_\_\_\_\_ 2017 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 the Town Manager and approved by the Selectmen, hereinafter called the "Town" or the "Municipal Employer", and the Reading Police Supervisory Officers' Association, an unincorporated association of 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 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 - Recognition: The Municipal Employer hereby recognizes the Association as the exclusive bargaining representative and bargaining agent for the bargaining unit consisting of all sergeants and lieutenants employed by the Reading Police Department excluding the Police Chief, Patrol Officers, managerial and confidential employees and all other employees of the Town. 1.1.2 - Non Discrimination: The Town and the union agree not to discharge or discriminate in any way against any employee covered by this Agreement because of race, creed, color, national origin, gender, parental status, veteran status, age, union activity, religion, political affiliation, physical handicap or sexual preference.

## **SECTION 1.2 - DURATION**

1.2.1 - Duration: This Agreement shall be in effect from July 1, 2017 through and including June 30, 2018

1.2.2 - Successor Agreement: On or before December 1, 2017 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, 2018 the terms of this Agreement shall continue in effect during negotiations thereafter and any successor Agreement shall be retroactive to July 1, 2018 for both the Association and the Town.

## **SECTION 1.3 - EXCLUSIVITY OF CIVIL SERVICE**

Remedies/Non-discrimination 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 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 file or cause to be filed any complaint or petition with the Civil Service Commission or any court or agency of competent jurisdiction, as provided thereunder, any and all rights to proceed under the grievance procedure set forth herein shall be deemed to have been waived and, provided, further, that the condition or event upon which such request, complaint or petition is based shall not thereafter be the subject of any grievance instituted by the Association or employee. If any steps have been taken to process a grievance prior to the filing of such a request, complaint or petition, the filing of the request, complaint or petition shall be deemed as an abandonment of the right to proceed further, and neither the Chief nor the Municipal Employer shall have any obligation thereafter to follow the procedures to further process such grievance. 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. Pursuant to section 1.10 of this contract, all hiring and promotion after July 1, 2012 shall be done solely under the provisions of this contract, and applicable Town policies, Bylaws, rules and regulations. Employees who are promoted after July 1, 2012 will not be covered by Civil Service.

## **SECTION 1.4 - COMPLAINTS 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 presentation.

1.4.3 - The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which 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 or promoted prior to July 1, 2012 and hired under Chapter 31 of the General Laws of the Commonwealth of Massachusetts may proceed with a grievance or arbitration before the Civil Service Commission.

1.4.5 - Grievances which arise by action taken by the Chief of Police may be processed commencing with Step 3 hereunder. Grievances which arise from action taken by the Town Manager and/or Board of Selectmen 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 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 complaint under a grievance and shall be deemed to have done so if the action required under Section (B) of this Article 12 shall not have been pursued within the time specified therefore for each step under the said Section (B).

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 in not less than triplicate, 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-five (25) 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 which 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 - CONDITIONS OF EMPLOYMENT**

1.5.1 - Medical Standards. The Association agrees to participate with the Town in the formation of the plan for the purpose of established minimum standards of medical fitness for Supervisory Officers. The Association further agrees to negotiate the implementation of said plan in accordance with the procedures set forth in Chapter 1078 of the Acts of 1973, as amended. This Agreement shall be opened for this one (1) Article within one (1) year of whenever the plan has been formulated.

1.5.2 - Affirmative Action. Notwithstanding any contrary provision, the Town reserves the right to reopen this Agreement in order to negotiate the impact of its affirmative action plan under development on pre-existing conditions of employment, to the extent that such negotiations are required by law.

## **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 the official of the Town of Reading or of the Association liable personally.

## **SECTION 1.8 - PROCEDURE FOR CONDUCTING INVESTIGATIONS**

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 insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

1.8.1 - 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.

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

1.8.3 - 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.

1.8.4 - 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.

1.8.5 - 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.

1.8.6 - 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.

1.8.7 - 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. All recesses called during the questioning shall be recorded.

1.8.8 - 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.

1.8.9 - Right to Counsel. In such cases of citizens complaint or criminal investigation, 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.

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

## **SECTION 1.9 – MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Chief of Police and the Appointing Authority as set forth in the Constitution and General Laws of Massachusetts, the By-Laws 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; require and assign overtime; assign work and work to be performed; schedule

shifts and hours to work; hire; suspend; demote, discipline, or discharge; transfer or promote; change process; establish new jobs; provided said rules and regulations 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 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.

The RPSOA agrees to accept now, and at any time in the future, the creation by the town of a supervisory position within the Police Department, regardless of title, that is a non-union position and has confidential employee status, and who is certified as a Police Officer in Massachusetts. This position would work directly with the Chief of Police and would hold whatever authority in the agency that is delegated by the Chief or the appointing authority.

## **SECTION 1.10 – PROMOTIONS**

1.10.1 - 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.

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

1.10.3 - No candidate will be denied promotion based upon any discriminatory criteria, including, but not limited to race, creed, color, national origin, gender, parental status, veteran status, age, union activity, religion, political affiliation, physical handicap or sexual preference.

1.10.4 - Procedures. Promotions of Police Sergeant to the rank of Police Lieutenant are processed under the direction of the Chief of Police or his/her designee. His/her 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.

1.10.5 - 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 or his/her designee.

1.10.6 - 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.

1.10.7 - Notice of a Promotional Exam. If the Chief of Police chooses to give a written exam, the Chief or his/her designee shall advise all eligible personnel 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 US 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.

1.10.8 - Eligibility. To be eligible for promotion to the rank of Lieutenant the candidate must be a permanent member of this department with a minimum of two (2) years of completed service as a fulltime Sergeant as of the test date.

1.10.9 - 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.

1.10.10 - For promotions to the rank of Lieutenant, a bachelor's degree in a discipline for which the member may be compensated pursuant to Section 3.7 of the Collective Bargaining Agreement will be required.

1.10.12 - Promotional Examination for the Rank of Lieutenant. A written exam may be given for the rank of Police Lieutenant at the discretion of the Chief of Police. If a written exam is used in the promotional process it 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.

If the Chief of Police chooses to use the written exam in the promotional process 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. A copy of the exam shall be provided to the employee at the conclusion of testing, if it is available.

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.

1.10.13 - Appeals Process. A candidate may appeal an exam question in writing to the Chief of Police 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.

1.10.14 - Assessment Centers. Assessment centers may be used as part of the promotional process to rank each candidate. The cost of the Assessment Center will be \$250 per candidate, paid to the Town of Reading at a time to be determined by the Chief of Police. There will be no cost for the assessment center if a fee was paid to participate in a written examination for Lieutenant in the same examination cycle.

1.10.15 - Candidate Interviews. Oral board(s) approved by the Chief of Police will conduct candidate interviews. Interviews shall be conducted from a prepared list of questions and the board(s) will rate responses. In addition to an oral board(s), nothing shall prevent the Appointing Authority from conducting an interview of the candidates.

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

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 and/or assessment center, if given,
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.

1.10.17 - 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.

Exams or assessment center results, if given, are valid for 2 years from the examination date unless no viable candidates are available or the list is exhausted.

## **ARTICLE 2 - TIME OFF BENEFITS**

### **SECTION 2.1 – VACATION**

2.1.1 - 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 within the first six months of employment. The following vacation schedule is based upon 1 "week" of vacation being 7 working days.

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

2.1.3 - Twenty one (21) days (168 hours) vacation with pay will be granted to all permanent 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 fourteen (14) days (112 hours) earned plus the pro rated amount of the next seven (7) days (56 hours) earned that year.

2.1.4 - Twenty eight (28) days (224 hours) vacation with pay will be granted to all permanent 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 of continuous service is to be met, the vacation advanced will be the twenty one (21) days (168 hours) earned plus the prorated amount of the next seven (7) days (56 hours) earned that year.

2.1.5 - This section only applies to employees who have twenty years or more of continuous service as of July 1, 2010. 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 day (11.2 hours) each year of vacation in addition to the twenty eight (28) days (224 hours) previously earned will be advanced so that on January 1 of the year that the completion of the 24th year of service will occur, a total of thirty five (35) days (280 hours) of paid vacation will be earned.

2.1.6 - Vacations must be taken within the calendar year. An employee granted up to three weeks (168 hours) vacation may elect to carry over seven days (56 hours) of vacation into the next calendar year. An employee granted four weeks (224 hours) or more vacation may carry over up to fourteen 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 Department Head.

2.1.7 - Vacations are scheduled under the direction of the Department Head at the convenience of the department.

2.1.8 – 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.

2.1.9 - Vacation will not be granted in less than one day increments unless approved by the Department Head.

2.1.10 - 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.

2.1.11 - 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. Employees who are retiring and give at least six months notice will be entitled to the full year's paid vacation without proration. 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 5.3.

2.1.12 - Seniority for purposes of vacation preference is first based on the highest rank and secondly, the amount of time in the rank as between two Supervisory Officers of equal rank.

2.1.13 - The Town reserves the right to pay cash at straight time for vacation leave in excess of two (2) weeks, rather than grant time off at the request of the employee and with the approval of the Chief.

## **SECTION 2.2 - SICK LEAVE**

2.2.1 - All permanent employees who have completed 6 months of employment 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 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. Unused sick leave shall be accumulated from year to year without limitation.

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.

When absence by reason of sickness or injury is for a period of three consecutive days or more, the Department Head may require the employee to submit a letter from a regularly licensed practicing physician giving the diagnosis and 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.

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

A complete and accurate record shall be maintained by the Department Head 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 by the individual employee upon reasonable request and shall be annually reviewed with the employee.

2.2.2 - Officers returning to duty from absence on sick leave shall not be eligible to receive any paid detail opportunity(s), except for emergencies approved by the Chief, until twenty-four (24) hours have passed from the end of the last shift within which sick leave was used.

2.2.3 - Sick Leave Buy Back. No member of this bargaining unit shall be paid for unused sick leave.

2.2.4 - 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.

The Town Manager may, upon written request from an employee, with written endorsement from the Police Chief, advance sick leave to any employee. 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 which may be cause to deny the advancement of sick leave;
3. Whether the employee has used all accrued compensatory time, personal days 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.

2.2.5 - 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 which elects to participate (Engineers Unit, Public Works Unit, Police Officers, Police Supervisory Officers and Dispatchers) 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.

## **SECTION 2.3 – BEREAVEMENT**

2.3.1. 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.

2.3.2. One (1) day leave with pay will be granted to any employee to attend the funeral or other memorial service 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".

2.3.3. The Town Manager may extend the bereavement/emergency leave beyond what is permitted in 2.3.1 or 2.3.2 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 2.4 – HOLIDAYS**

2.4.1 All employees shall be granted 11 holidays with pay for 8 hours at time and one half for all holidays:

New Year's Day	Memorial Day
Veterans' Day	Martin Luther King Day
Independence Day	Thanksgiving Day
Presidents' Day	Labor Day
Christmas Day	Patriot's Day
Columbus Day	

2.4.2 - A "floating holiday" is a day off to be taken at the employee's discretion with the prior approval of the Chief or his designee. If up to one day notice is given, the Chief or his designee shall not refuse said benefit to any employee unless granting it results in a public emergency to the department. Each employee will be given two floating holidays per calendar year, and the holidays must be used in that calendar year. 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.

2.4.3 – The 11 designated holidays in Section 2.4.1 shall be included in the base pay of employees of the Supervisory Officers Association for purposes of determining their payment under the Education Incentive Program only. Compensation for the eleven recognized holidays in Section 2.4.1 will be included in the chart in Section 3.1 Wages. There will, therefore, be no separate pay for holidays since the holiday pay will be included in the biweekly pay.

## **SECTION 2.5 - JURY SERVICE**

An employee shall be allowed leave without loss of pay to fulfill jury duty. If the jury fees, exclusive of travel allowances, received by the employee for jury duty are less than the regular pay received by the employee from the Town, the difference between the fees and regular pay shall be paid to the employee by the Town. However, as a condition of receiving such payment, the employee agrees that if discharged for a major portion of regular work hours, the employee will report to his/her supervisor for such work as may be assigned. An employee performing jury duty and who desires the benefits of this Article may be required to present weekly to the Department Head a certificate by the Court or a duly authorized representative as to the time spent by the employee in jury duty during the week.

# ARTICLE 3 – COMPENSATION

## Section 3.1 – Wages

3.1.1 - Wages during this Agreement shall be as follows:

DAYS	7/1/2017		NIGHTS	7/1/2017
Sergeant 1 (entry)	79,057		Sergeant 1 (entry)	83,800
Sergeant 2	80,638		Sergeant 2	85,476
Sergeant 3	82,251		Sergeant 3	87,186
Sergeant 4	83,897		Sergeant 4	88,930
Sergeant 5 (maximum)	85,574		Sergeant 5 (maximum)	90,708
Detective Sergeant	90,708		Detective Sergeant	96,151
Lieutenant 1 (entry)	93,277		Lieutenant 1 (entry)	98,873
Lieutenant 2	95,142		Lieutenant 2	100,851
Lieutenant 3 (maximum)	97,044		Lieutenant 3 (maximum)	102,867
Lieutenant Detective	101,897		Lieutenant Detective	108,011
Executive Officer	106,810		Executive Officer	113,218

3.1.2 – Any day shift Supervisory Officer working overtime on the 4 to midnight or midnight to 8 am shift, will be paid time and one half (1 1/2 ) as a night shift Supervisory Officer in accordance with schedule above. This section does not change the current practice on how the Town compensates for night shift differential.

3.1.3 - Step Movement. Employees shall move through the steps from Sgt 1 to Sgt. 5 and from Lieutenant 1 to Lieutenant 3 by following the schedule below:

DATE PROMOTED	ONE HALF STEP INCREASE	ADDITIONAL HALF STEP	STEP INCREASE
Jan 1 – June 30	January 1 <sup>st</sup> of the following calendar year	July 1 <sup>st</sup> of the following calendar year	
July 1 – Dec 31	—	—	July 1 <sup>st</sup> of the following calendar year

Patrol officers being promoted to Sergeant will start at Step 1 unless Step 1 annual base contractual salary is less than 5% above the promoted officer's annual base contractual salary. If this difference is less than 5% the promoted officer will be moved to the lowest step at or above 5% more than their current base contractual salary, but not higher than Step 3. The

calculation will be done as though the officer is remaining on the same shift before and after the promotion.

3.1.4.1 – Dispatch Supervisor. The member of the Bargaining Unit responsible for supervision of the dispatch operation shall receive a 3% stipend annually to be included in the base pay and paid bi-weekly.

3.1.4.2 – Accreditation Manager. The member of the Bargaining Unit responsible for supervision of the accreditation process and maintaining the department's accreditation status shall receive a 3% stipend annually to be included in the base pay and paid bi-weekly.

3.1.5 - Pay Calculation - For those employees receiving payments under the Education Incentive Program, one - half of the amount received under the Education Incentive Program is included in the calculation of overtime, details and holiday pay.

3.1.6 - Pay Calculation - Effective 7-1-11

3.1.6.1 – Education Incentive Program Calculation – The salary used for determining the amount to be paid under the Education Incentive Program 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 Dispatch Stipend if applicable.

3.1.6.2 – Annual Salary – The annual salary will be calculated by adding the base salary as defined in the chart in section 3.1.1 and the Education Incentive Program amount as defined in section 3.7.1, if applicable.

3.1.6.3 – Bi-weekly Pay – The bi-weekly pay will be calculated by dividing the annual salary as defined in 3.1.6.2 by 26 pay periods.

3.1.6.4 – Hourly Rate – The hourly rate will be calculated by dividing the annual salary as defined in 3.1.6.2 by 1946 hours.

## **SECTION 3.2 – OVERTIME**

3.2.1 – Distribution. 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 - Rate. Overtime is paid at the rate of time and one-half for any hours over the regular work week. The regular work week is defined in this contract as 37.5 hours per week. Only time actually worked in a standard work week along with paid holiday time 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. Overtime will be calculated by dividing the annual base pay by 1946 hours per year. Beginning on July 1, 2011, the hourly rate as described in Section 3.1.6.4 will be used to calculate the overtime rate.

3.2.3 – Recall. 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 - Compensatory Time. In lieu of overtime pay in cash at time and one-half, with the Chief's approval, 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. This section does not provide compensatory time off for court time. Alternatively, upon agreement between the employee and the Chief of Police or his designee, prior to working the overtime, an employee may receive in lieu of overtime pay or comp time, a voucher for the number of hours actually worked. The employee at his/her discretion may then take off the hours covered by the voucher as long as the Town can hire a voluntary replacement for the time to be taken off.

### **SECTION 3.3 - COURT TIME**

3.3.1 - Rate of Pay. 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.

3.3.2 - Comp Time. In lieu of such court time compensation, an employee described in paragraph (A) may elect to receive compensatory time off in an amount equal to one and one-half the actual times worked, with a three (3) hour minimum in each instance. The election provided herein must be made by the employee at the time he returns from such court attendance. Compensatory time off may be accumulated at a maximum of thirty-two (32) hours and shall be scheduled by mutual consent of the employee and the Chief.

3.3.3 - Last Half. 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.

3.3.4 - Short Day. 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 his option, either the shift before or after his attendance in said Court without loss of pay, subject to the following understanding:

1. This section does not grant an additional tour of duty off over and above the compensation or time off in Sections 1 and 2 respectively.
2. 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 (B).
3. The purpose of this section is to permit an employee on a "short day" to swap either the 12am-8am or the 4pm-12midnight shift for the day shift. The officer

will be reassigned to the dayshift and work 8am-4pm instead of 12am-8am or 4pm-12midnight.

3.3.5 - 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.

3.3.6 – Vacation. An employee who is called back from vacation to attend court pursuant to Section 3.3.4 shall be entitled to a substitute vacation day to be taken in accordance with Section 2.1 of this contract and applicable Department rules and regulations.

## **SECTION 3.4 - EXTRA PAID DETAILS**

3.4.1 - Extra Paid Details. The following provisions shall govern the assignment of extra paid details to sworn members of the Police Department (Patrol Officers and Supervisory Officers) where the detail is to be paid by an individual, group, corporation, organization or governmental entity outside the Reading Police Department. New detail rates for Non-town work details, non-Town Road Jobs, and Town Details shall go into effect with the signing of this agreement, and are not retro-active.

1. 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, one being the Chief of Police or his designee, two (2) to be appointed by the Supervisory Officers' Association, and four (4) to be appointed by the Patrolman's Association.
2. Paid details will be distributed among sworn Police Officers (Patrol Officers or Supervisory 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 or his designee will make available to the members of the Associations (Patrol Officers and Supervisory Officers) the books on which the details are recorded. Selection of Officers for the details shall be made on the following basis:
3. There shall be one list which shall include both Patrol Officers and Supervisory Officers. Said detail will first be offered to said Police Officer (Patrol Officer or Supervisory 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. 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 Supervisory Officer if three or more Police Officers are required. The Supervisory Officer will be assigned regardless of whether or not he has the "low monetary value." Under such circumstances, the Supervisory Officer shall be paid at his supervisor rate of one and one-half times his regular base pay (which includes education incentives). In computing compensation for such details or Town details, employees' regular pay shall mean base pay including education incentives.

4. A retired Police Officer (Supervisory Officer or Patrol Officer) who retires on a non-disability pension after at least 20 years of service may remain eligible for details. Details are to be offered to a retired Officer after regular Officers have been asked. The training, equipment, uniform and fitness for duty of a retired Police Officer shall be determined by the Chief of Police.

#### 3.4.2 - Non-Town Work Details

1. Employees shall be compensated for non-Town work details with a four (4) hour minimum, at the following rates: Effective 7-1-01 and until revised in accordance with paragraph 3 below, the rate shall be \$35 per hour.
2. Effective with the signing of this contract, it is agreed that where employees are required to work a strike or job action, the rate shall be \$61.50 per hour; except that if a Supervisory Officer is required to work in a supervisory capacity in accordance with 3.4.1 paragraph 3 above, the supervising Supervisory Officer shall be paid at his rate of one and one-half times his overtime rate of pay (which includes education incentives). If a Police Patrol Officer is serving in a supervisory capacity in lieu of a Supervisory Officer, that Police Patrol Officer shall be paid at one and one half his regular base pay (which includes educational incentive) or \$50 per hour, whichever is the higher rate.
3. The non-Town detail rate shall be set each year in May, for the following Fiscal Year. The first rate change will be no earlier than July 1, 2018. The rate is to be determined by agreement between the bargaining unit and the Town Manager.

#### 3.4.3 - Non-Town Road Jobs

1. Outside details, specifically non-Town road jobs, shall be defined as any job where the primary responsibility of the detail is traffic control and direction, and for which the Town is not legally responsible to pay. Any dispute over whether the detail is a road job or a non-town detail shall be resolved by the Chief of Police.
2. Employees shall be compensated for said non-Town road jobs with a four (4) hour minimum. Until revised in accordance with the paragraph below, the detail rates shall be:

July 1, 2017    \$50/hour

The non-Town road job detail rate shall next be set in May 2018 and may be set for a period of time up to three years by mutual consent. The rate is to be determined by agreement between the bargaining units and the Town

Manager. All other rates for non-Town road jobs, as specified in paragraph 5 shall remain as indicated.

3. In addition to the four (4) hour minimum, any part of the detail after four (4) hours but less than eight (8) hours shall be eight (8) hours.
4. Any details under this section shall be paid at the following premium rate of pay which is and shall in the future be equal to time and one half the rate established in section 3.4.3 paragraph 2 above, but only one premium rate of pay shall apply – the highest of the applicable rates:

July 1, 2017 \$75.00/hour

These premium rates shall apply to a) 12:00 midnight to 6:00AM; b) Sundays; c) Saturdays; d) Holidays; e) Hours worked on the same detail in excess of eight (8) consecutive hours.

#### 3.4.4 - Town Details

1. Town Details are defined as work done directly for the Town or for Contractors who are working directly for and paid by the Town. The "Town" shall mean all departments including the RMLD, School Department and all other departments. Town Details will be paid at one and one-half (1-1/2) times each individual employee's regular pay including educational incentives, but in no case shall the rate be less than \$35 per hour. There shall be a four (4) hour minimum for Town Details. For Town Details which 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 of Police.
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 Bylaws, prevention and detection of crime, apprehension of violators, preservation of order, 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 bargaining units (Patrol Officer and Supervisory Officer); and retirees in accordance with Section

3.4.1 paragraph 4 of this Agreement; and Officers from surrounding communities in accordance with Section 3.4.4 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 no 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 Officer and Supervisory Officers), eligible retiree, in accordance with the provisions of this Agreement.

### **SECTION 3.5 - TRAINING TIME**

3.5.1. During each fiscal year employees will attend sixteen (16) hours of training. Compensation for this training is included in the base pay 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. This training may include but is not limited to firearms training at the range.

3.5.2. Leadership/Professional Development Training. During each fiscal year employees will attend (16) hours of Leadership Training. Compensation for this training is included in the base pay 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. This training may include but is not limited to Professional Development/Command Staff Meetings. Training will be allowed at increments of less than four hours at the Chiefs discretion.

In the event that training time obligations are not met the Chief may deduct any remaining training time owed from available Compensatory, Vacation, or Floating Holiday time.

This training is in addition to the 16 hours under Section 3.5.1 of this contract.

### **SECTION 3.6 - BIWEEKLY PAY**

The members of the Association shall be paid biweekly.

## **SECTION 3.7 - EDUCATION INCENTIVE PROGRAM**

### **3.7.1 - Education Incentive Program**

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 un-amended. 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.

2. Employees who are eligible will be paid under this Education Incentive Program.
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 1<sup>st</sup> 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 a Police Recruit Training 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 Chief of

Police or his designee appropriate transcripts verifying the receipt of the degree.

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 and night shift differential where applicable) and shall exclude overtime.
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.
6. The Town and the Union agree that if the Quinn Bill is repealed or underfunded by the State, the Town shall continue to pay the full Education Incentive Program payment as detailed in paragraph (7) below.
7. The Education Incentive Program payments shall be as follows:
  - ◆ For an Associates degree – 10% of base pay as listed in the contract
  - ◆ For a Bachelors degree – 20% of base pay as listed in the contract
  - ◆ For a Masters Degree or Juris Doctor degree – 25% of base pay as listed in the contract.
  - ◆ An Associates, Bachelors or Masters 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.
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 3.8 - UNIFORMS AND EQUIPMENT**

3.8.1 - Allowance. 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. Supervisory officers shall make the determination on acceptable uniforms in terms of cleanliness, neatness, and general appearance during inspections. Officers will repair or replace articles as instructed by supervisors prior to their next working shift, or if determined by the supervisor, during the shift.

3.8.2 - Damage to Uniform. If an employee during the course of duty damages or otherwise destroys an article of clothing or required Police equipment, said item shall be replaced or repaired by the Department at no cost to the employee, nor shall the cost of said replacement or repairs be deducted from the employee's uniform allowance, all in accordance with past practice.

3.8.3 - Uniform Changes. 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 which 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.

### **SECTION 3.9 - HOURS OF DUTY/WORK WEEK**

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

Day shift 7:00 a.m. to 5:00 p.m.

Early Evening Shift - 4:00 p.m. to midnight

Late Evening Shift - midnight to 8:00 a.m.

The "four and two" work week shall continue for the purposes of this Agreement. The shift rotation of Night Patrol Division Sergeants promoted after July 1, 2012 shall be Late Evening, Late Evening, Early Evening, Early Evening. The Early and Late Evening shifts will be considered as one shift.

Any Sergeant currently assigned to the Night Patrol Division shall remain on the "Short Day" schedule that was in effect on January 1, 2012.

On July 1, 2014 any Sergeant still remaining on the "short day" cycle will transition to the Late Evening, Late Evening, Early Evening, Early Evening schedule. At this time the two "Short Day" cycle will be discontinued.

Each uniformed Sergeant and Lieutenant shall be present and in full uniform and ready to work at their assigned duty station no less than 10 minutes prior to their shift as noted above for the purpose of providing the necessary transition between shifts. This additional ten minutes per shift is included in the base pay as noted, and there will be no addition to or charge to any time off benefit of this 10 minutes per shift.

3.9.2 - 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. Nothing shall prohibit the employer from making permanent changes in the work schedule of any employee.

3.9.3 - The day shift for uniformed sergeants 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 schedule will make up a total of 40 hours to the Department and agrees to the following changes in current practice:

- For day shift sergeants, 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. This training assignment may include distance learning which will be credited to the Officer's time owed at a rate equivalent to the corresponding Continuing Education Units (CEU's) 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;
- For day shift sergeants, each Police Officer will participate in additional training programs or conduct special projects, both at the direction of the Police Chief and both without compensation. In lieu of this, the Police Chief may deduct any remaining time-owed from available Compensatory Time at the end of the fiscal year. In the event that the officer has no available Compensatory time the Police Chief may deduct from available accrued vacation or floating holiday time.
- 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.

3.9.4 - Sergeants who are not assigned to the Patrol Divisions, and all Lieutenants will work a 40 hour per week administrative schedule. 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 2.4.1 off and will be credited 7 vacation days that will equal 56 hours, January 1 of each year, subject to pro-ration if the employee's schedule changes during the year. All days will be based on an 8-hour day. 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. If the agreed schedule includes more than 5 hours of work on a shift after 4pm and prior to 7am, the full night shift rates of pay from 3.1.1 will apply.

In the case where agreement on the schedule cannot be reached, 8am - 4pm or 4pm – 12 Midnight or 12 Midnight – 8am Monday through Friday would be the standard hours of work.

3.9.5 – The so called “Cover Shift” when filled as determined by the Police Chief, will be filled on a 4/10 basis (4:00pm – 2:00 am). 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. It is further agreed that while this position is filled, overtime shifts will be filled on the overnights in 8 hour blocks (12:00am-8:00am) as is the standard practice when position is not filled.

### **SECTION 3.10 AUTOMATIC ELECTRONIC DEFIBRILLATORS**

Members of the Police Supervisory Officers Bargaining Unit will be required to be trained in and to utilize the “Automatic Electronic Defibrillators” (AED’s) owned or leased by the Town. Specific policies and procedures on training and use shall be developed and from time to time modified by the Chief of Police.

### **SECTION 3.11 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.

## **ARTICLE 4 - UNION BUSINESS**

### **SECTION 4.1 - UNION BUSINESS LEAVE**

All employees who are members of the Bargaining Team, not to exceed three (3) shall be allowed time off for negotiation or conferences with the Town Manager and/or Board of Selectmen 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, that any such member attending any such negotiation session or conference during his normal tour of duty shall return to duty if the Chief shall determine such return is required in the interests of the public safety of the Town.

Up to three (3) members of the Association shall annually have leave of up to 2 days to attend the IBPO Annual Convention, or the Annual Convention of a successor professional organization with which the Association may become affiliated.

### **SECTION 4.2 - BULLETIN BOARD**

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.

### **SECTION 4.3 - PAYROLL DEDUCTION OF UNION DUES**

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

# **ARTICLE 5 – MISCELLANEOUS**

## **SECTION 5.1 - HEALTH AND SAFETY**

5.1.1 - Group Health Insurance. The Town shall comply with State Law regarding group health and life insurance. Further, the Town and the Bargaining Unit recognize the validity of a coalition bargained agreement dealing with the subject of group health insurance, and the Town and the Bargaining Unit recognize that they are bound by this Agreement as it may be modified through the coalition bargaining process from time to time.

5.1.2 - Hepatitis B Test. The employee will attempt to have through his/her 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.

5.1.3 - Lead Test. The range officer(s) will attempt to have through his/her 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.

5.1.4 - HIV/AIDS. The Town recognizes that Police work is a high risk occupation when it comes to the possibility of infection by the HIV/AIDS virus. The Town will continue to take reasonable precautions, on behalf of its employees, to protect the employees from HIV/AIDS. The Town will work with the Union to develop and advocate for appropriate State legislation that deals with the subject of HIV/AIDS, and its effect on Public Safety employees. Following the adoption of legislation, the Town will evaluate and consider local acceptance of such legislation, if local acceptance is required.

## **SECTION 5.2 - LIMITED/LIGHT DUTY**

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 his/her uniform so as not to be called upon by the public to perform police duty that may jeopardize his/her injury.
2. The Officer will be assigned by the Chief to a shift which in the opinion of the Chief will increase the effectiveness of the Police Department. If possible, the Officer will be assigned to his/her 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 his/her return to full duty. The review shall be performed in accordance with the paid injury leave sections of this Section.

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

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.

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 his/her injury. Such time off will be with the prior approval of the Chief, 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.

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

### **SECTION 5.3 - PAID INJURED LEAVE**

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

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.

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.

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.

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.

## **SECTION 5.4 - SENIORITY**

5.4.1 - Date of Commencement. Seniority shall commence from the date of appointment as a regular full-time Supervisory Officer, to be determined by the mark achieved by Officers entering on the same date, based first on highest rank and then the amount of time in rank.

5.4.2 - 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.

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

5.4.4 - 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.

5.4.5 - 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 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.

5.4.6 - Bidding for Cover Shift. When an opening occurs on the "cover 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 at least fourteen (14) days prior to filling said opening.

## **SECTION 5.5 - LEGAL REPRESENTATION**

5.5.1 - 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.

5.5.2 - 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 attorneys 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 Board of Selectmen. 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.

5.5.3 - 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.

5.5.4 – 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.

5.5.5 - 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 which fall within the scope of this Section.

## **SECTION 5.6 – PERFORMANCE EVALUATION**


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


- 5.6.1. Training will be provided for the supervisors and the employees prior to evaluating the employee. The training will be approximately 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.
- 5.6.2. The performance evaluation will not be tied to merit pay.
- 5.6.3. The language on the employee's sign off will read as follows: "I have read and discussed this performance evaluation 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 Chief– employee.

IN WITNESS WHEREOF the parties to this Agreement have caused those present to be executed by their agents on this 10<sup>th</sup> day of May 2017.

Town of Reading:  
Association:

Reading          Supervisory          Officer's

  
\_\_\_\_\_  
Robert W. LeLacheur, Jr. CFA  
Town Manager

  
\_\_\_\_\_  
Richard P. Abate  
President