

C O N T R A C T

between

THE TOWN OF MILTON

and

THE MILTON POLICE ASSOCIATION

July 1, 2022 to June 30, 2025

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The following contract, effective as of July 1, 2022 by and between respectively, the Town of Milton, hereinafter referred to as the "Town" and the Milton Police Association, hereinafter referred to as the "Milton Police Association" is designed to maintain and promote a harmonious relationship between the Town of Milton and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

## ARTICLE 1

### Recognition and Bargaining Unit

The Town hereby recognizes the Milton Police Association as the exclusive representative and bargaining agent for the following bargaining unit: All regular, full-time, appointed police officers of the Town's Police Department in the classification of Patrol Officer, but to exclude the ranks of Sergeant, Lieutenant, Deputy Chief, Chief, Chief's Administrative Assistant (Lieutenant), and Uniformed Division Commander (Lieutenant).

## ARTICLE 2

### Payroll Deduction of Police Association Dues and Agency Service Fees

#### SECTION 1: UNION DUES

The Town shall deduct Milton Police Association dues and

initiation fees, including the arrearages, from the earned wages of each employee within the bargaining unit, such amount as determined by the Milton Police Association. Said deduction shall not be made from an employee's wages unless said deduction is authorized by him on an appropriate form, a copy of which must be submitted to the Town for its approval and agreement.

It is agreed that the aforementioned form for payroll deduction continues and is coterminous with the term of this contract. Any employee who wishes to have the said form withdrawn from the Town, must notify the Town in writing thirty (30) days prior to the end of this contract.

#### SECTION 2: AGENCY SERVICE FEE

Following the thirtieth day of employment, each bargaining unit employee who chooses not to become a union member shall, as a condition of employment, be required to pay an agency service fee equivalent in amount to the union dues; the employer will deduct such agency service fee from the earned wages of any employee signing a written authorization. The union agrees to indemnify and hold harmless the Town for any costs or expenses involved in implementing this section, and warrants to the Town it is in compliance with all laws and Rules and Regulations of the Labor Relations Commission concerning agency service fees.

### ARTICLE 3

#### Bereavement Leave

In the event of a death in the immediate family of an employee, the employee will be granted up to three (3) days' leave without loss of pay, the last day of which shall be the funeral or memorial services, and such leave shall not be charged to sick leave or vacation leave. Immediate family is defined as mother, father, stepmother, stepfather, grandmother, grandfather, mother-in-law, father-in-law, son, daughter, stepson, stepdaughter, grandson, granddaughter, brother or sister. In the event of death of a spouse, the employee will be granted up to five (5) days leave without loss of pay and such leave will not be charged to sick leave or vacation leave.

Leave authorized by this provision is subject to the approval of the employee's Department Head and may be extended at the sole discretion of the Department Head.

### ARTICLE 4

#### Special Leave

##### SECTION 1: Substitutions

Each employee in the bargaining unit may be granted special leave with pay for a day on which the employee is able to secure another employee to work in his or her place. Said special leave to

be for an unusual occurrence or for some purpose not in the normal course of events. This leave shall be allowed provided:

- (A) Such substitution does not impose an additional cost to the Town.
- (B) Such substitution is within rank only.
- (C) The Officer in charge of the Department when the substitution shall take place will be notified one (1) day prior to its becoming effective, except in the case of an emergency, notification may be made on a shorter term.
- (D) Neither the Town nor the Department is held responsible for enforcing any agreements between employees.
- (E) The Chief of Police or his representative shall approve all such substitutions at least one day in advance of its becoming effective.

## SECTION 2 : Earned Days

Effective July 1, 2009, each member in the bargaining unit shall be guaranteed two (2) personal leave days per fiscal year and be given the opportunity to earn four additional leave days per fiscal year by perfect attendance in the July to September, October to December, January to March or April to June periods. Such leave may be utilized at a time mutually convenient to employer and employee. Effective July 1, 2017, only those members of the bargaining unit who are members as of this particular date, shall be guaranteed two (2) additional personal leave days per fiscal year.

## ARTICLE 5

### Uniforms and Equipment

(A) The Chief of the Police Department or some person under the Chief's supervision and control, may upon proper requisition, supply bargaining unit employees with uniforms, caps, buttons, numbers, clubs, handcuffs, and revolvers.

(B) All bargaining unit employees shall have a uniform complement per officer, including plainclothes officers, said complement for officers to include two (2) winter shirts, two (2) winter trousers, two (2) summer shirts, two (2) lightweight summer trousers, one (1) pair of foul weather foot gear, and on replacement issue one (1) cruiser jacket with zip-in liner, one (1) 3/4 length nylon reefer with zip-in liner and one (1) reversible black-orange raincoat, and accessories to same where needed. All uniform shirts are to be permanent press, wash and wear type. The Department will pay for the affixing of appropriate insignia patches on shirts and jackets for all clothing items. The aforementioned list outlines the basic uniform allowance that each officer should have for the full performance of duties.

(C) Every officer in the Police Department will be issued one (1) service pistol, holster, cuff case, and cartridge carrier and belt upon his employment.

(D) Riot helmets and riot sticks will be issued to each officer on the force and kept at the Station.

(E) The Department will maintain a supply of cylinders of riot control chemicals such as "Mace" which will be kept at the



station and issued after each officer has received appropriate training concerning its use.

(F) Uniform allowances as provided by this article shall be administered by the Platoon Commander for the officers in each platoon. As of July 1, 2010, the uniform allowance shall be four hundred dollars (\$400.00). This language shall be applicable to all officers. (**Appendix "C" Section 5**)

(G) Employees who are required to wear civilian clothes throughout the year in any assignment will receive an allowance of \$350.00 per contract year for the purchase of civilian clothes. This sum shall be payable \$175 in November and \$175 in May. As of July 1, 1999 this amount was increased to \$600.00 annually, payable \$300.00 in November and \$300.00 in May.

## ARTICLE 6

### Extra Paid Details

The following provisions shall govern the assignment of extra paid details to police officers where the detail is to be paid for by an outside individual, group, corporation or organization. Effective upon execution of this Agreement, bargaining unit employees will also be permitted to work out-of-town road and construction details within municipalities in Norfolk County; other out-of-town details will be in the sole discretion of the Chief. In any case, however, MPD overtime and Milton details will take precedence over out-of-town details.

1. At the discretion of the Chief of Police, where there is a street opening, there will be a special duty officer required and at any public function also the Chief of Police may at his discretion require a minimum number of officers in excess of one. At any time where there are four (4) or more officers on a special duty, there will be a requirement for an officer of rank to be in attendance.

2. Assignments shall be made by the Chief or representative, acting as a Detail Officer, on a voluntary basis and shall be distributed among regular officers as evenly as possible. The Detail Officer shall maintain a log of all detail requests and assignments and a continuous roster of completed details in each fiscal year shall be posted on the Guard Room Bulletin Board on a frequent basis. These records shall be available for inspection to any officer of the Police Department upon reasonable notice.

3. All officers who wish to be assigned private work shall be available for all types of details in all types of weather. Any officer who is assigned a special detail with at least 24 hours notice, and refuses to accept same shall be charged with receiving the equivalent of the monetary value of the detail on the roster mentioned in paragraph 2. Any new officer or other officer who decides at mid-year to accept detail assignments shall have his/her name posted to the roster and shall be immediately charged with the equivalent of the total average monetary figure accrued by the officers in the Police Department as of that time.

4. No such assignments shall be made to anyone other than a regular officer.

5. No assignments shall be made or accepted by anyone other than a regular officer unless and until same have been assigned by the Detail Officer. The right to make special arrangements during an emergency is reserved to the Chief of Police or representative.

6. For private work detail assignments officers shall be paid at the rate of time and one half the maximum hourly rate for patrol officers (p.1), rounded to the nearest \$.50, with a four-hour minimum period. Effective as of the date the parties execute this Agreement, private work detail assignments shall receive a rate of five dollars (\$5.00) per hour above the basic detail rate. Effective July 1, 2021, private work detail assignments shall receive a rate of six dollars and fifty cents (\$6.50) per hour above the basic detail rate. Effective as of the date the parties execute this Agreement, private work detail assignments shall receive a rate of seven dollars and fifty cents (\$7.50) above the basic detail rate.

Effective July 1, 2011, officers assigned to street construction details (except Town DPW details) who work twenty minutes or more into the fourth hour shall be paid for a minimum of eight (8) hours worked. During the eight (8) hour minimum there shall be no pyramiding of any work hours.

7. Premium Detail Rates. The premium detail rate of one and one-half times the basic detail rate shall apply to continuous

detail hours in excess of eight, all holidays, Christmas Eve and New Year's Eve, and to hours between midnight and 5:00 a.m.

Whenever a premium detail rate becomes effective for a particular officer, that rate shall continue until the officer completes that private detail tour.

~~In the event of a strike detail the rate of one and one-half~~  
the basic detail rate shall apply.

8. When an employee on detail works twenty minutes or more into the next hour, the employee shall be paid for the full hour of work.

9. The Town shall be responsible for invoicing and collecting from the individual, group, corporation or organization who hires the detail and the Town shall withhold such taxes and other deductions as may be required. Payments for said details shall be made weekly to the officers involved.

In addition to the extra paid detail rates set forth above, the Town shall bill a figure which includes a one dollar (\$1.00) service fee. Effective as of the date the parties execute this Agreement, the Town may bill a figure, in addition to the extra paid detail rates set forth above, which includes a ten (10) percent service fee authorized under M.G.L. c. 44, Section 53C. The Town agrees to appropriate to a fund separate from all other monies of the town, one-half of the incremental difference between the current one dollar (\$1.00) service fee and the new ten (10) percent service fee, during the twenty-four (24) month period commencing with the

date of its first billing of the (10) percent service fee. Such appropriation(s) shall be made at Town Meetings first commencing after the date the parties execute this Agreement, in amounts equal to such incremental difference during said twenty-four (24) month period. The amounts of money so appropriated shall be used to expedite timely payment of paid details worked by employees.

10. It is understood that the changes to Article 6 shall not be retroactive, but are effective as of the actual signing of the Agreement.

#### ARTICLE 7

##### Work Shift Bidding

When a permanent opening occurs within a shift, the senior police officer within the rank who requests the same in writing shall be given the opportunity to apply for the vacancy. The vacancy shall be posted in a conspicuous place for at least three (3) days prior to filling said opening. The assignment of all employees in the Department shall be at the discretion of the Chief of Police in the best interest of the Police Department. The question of whether the Chief is arbitrary in denying the senior applicant the opportunity to apply for the vacancy may be appealed in the grievance procedure to the Selectmen. The decision of the Selectmen shall be final and binding. When a change in permanent assignment is to be made the procedure is to be as set forth in the first sentence of this article. It is agreed that a junior officer will be given a regular working

assignment within the Department within twelve (12) months of coming to work therefor.

## ARTICLE 8

### Overtime

~~(A) All overtime shall be paid at time and one half rate~~ for all hours in excess of eight (8) hours per day or forty (40) hours per week. In computing the amount of overtime, if any, it shall be rounded to the nearest half hour.

(B) Employees required to work on their day off, shall be paid at a time and one half rate.

(C) Employees required to return to duty shall be paid at a time and one half rate. When employees are recalled as such, they shall be paid not less than four (4) hours pay at a rate of time and one half. This minimum recall of four (4) hours shall not apply if employee or employees involved voluntarily agree to report to work less than four (4) hours before the commencement of the regular shift.

(D) In those instances where an officer's work assignment is for another Town Department, the officer will be paid in accordance with the rate as set out in Article 6 of this Agreement. The Chief or his representative shall maintain a record of the number of hours each employee works under this section and this record shall be available to any bargaining unit employee upon reasonable notice.

(E) Except in emergency or other compelling circumstances officers assigned overtime work in accordance with the provisions of this Article shall be assigned only to work in their respective division or specialty assignment.

(F) For purposes of this article, the regular shifts set forth in Article 18 of this Agreement are considered to be eight (8) hour shifts.

(G) The provisions of this Article shall not apply to any residential training programs of more than seven (7) days duration.

(H) It is understood and agreed that following return to duty from sick or injured leave, no employee shall work overtime until the expiration of eight (8) calendar days, except by special permission of the Chief or designee. This restriction from overtime will be waived for absences from duty attendant upon in-patient hospitalization satisfactorily documented to the Chief.

## ARTICLE 9

### Sick Leave Program

(A) Sick leave shall be considered to be absence from duty without loss of pay for the following reasons:

1. Illness or injury.
2. When an employee is required to undergo medical, optical, or dental treatment when such treatment cannot be accomplished on off-duty hours.

(B) An employee shall be absent from duty without loss of sick leave and without loss of pay for the following reasons:

1. When an employee is absent from duty because of an injury sustained in the line of duty for which the employee is entitled to compensation under the provisions of the General Laws, Chapter 41, Sections 100 and 111F, the employee shall receive compensation in full amount equal to normal full pay for the time of the disability, subject to the provisions of Article 35.

2. ~~When an employee is exposed to a contagious disease in the performance of duty and contracts the disease, the employee shall receive normal pay for the full extent of disability.~~

(C) Officer appointed prior to October 1, 2009 shall be paid sick leave in accordance with the following table:

<u>YEARS OF SERVICE</u>	<u>LEAVE</u>
Not more than one year nor less than six months	Five working days
Not more than five years nor less than one year	Ten working days each year
More than five years	Eighteen working days each year

Officers appointed after October 1, 2009 shall be paid sick leave in accordance with the following table:

<u>YEARS OF SERVICE</u>	<u>LEAVE</u>
Not more than one year nor less than six months	Five working days
Not more than five years nor less than one year	Eight working days each year
More than five years	Twelve working days each year

Any new hire who states in writing at the start of his/her sixth year of employment that he/she will not be participating in the



educational incentive program shall receive eighteen (18) working days per fiscal year. (See Appendix "C", Section 8)

Sick leave accrual in all instances shall be on a monthly basis, as provided by Chapter 13.C of the Milton General By-Laws (Personnel By-Law).

Paid sick leave may accumulate from year to year, provided, however, that any use of paid sick leave in excess of forty-five (45) days in one year shall be subject to review by the Personnel Board. Paid sick leave shall never be available except to cover actual illness and every use of paid sick leave shall be verified by the Head of Department and/or Governing Board. A physician's certificate of illness, if deemed necessary by the Department Head or Personnel Board, may be required. Sick leave made necessary by injury or illness in line of duty shall be reviewed by the Personnel Board with regard to the Workmen's Compensation Law or other laws governing municipal employees and each application shall be judged on its merits. Such line of duty sick leave shall not be deducted from the employee's accumulated sick leave.

(D) The Police Department shall maintain a record for each employee of all sick leave used and accumulated. A summary of said sick leave accumulated shall be sent to the Secretary of the Milton Police Association within the month of January each year for the purpose of posting on the bulletin board.

(E) If an employee is out on sick or injured leave more than 180 calendar days, he or she shall not accrue sick leave while absent beyond the 180 calendar day period.

Notwithstanding the foregoing provisions, it is not intended hereby that any period of absence on sick or injured leave shall ~~result in proration of sick leave as aforesaid, until absence due to~~ said separate incident itself exceeds 180 days. In this regard, exacerbation or re-injury of a pre-existing incident, after return from sick or injured leave due to same, shall be treated as a separate incident of sick or injured leave, with a new 180 day grace period. Subject to the provisions of Article 35.

(F) Accumulated Sick Leave

Effective July 1, 2017 for all current and future bargaining unit members, the Accumulated Sick Leave Buy Back program shall be discontinued. Upon termination from employment for any reason, all accumulated sick leave days shall be forfeited without any compensation.

(G) Sick Leave Bank. The parties agree to create a sick leave bank ("the bank"). The Union is solely responsible for administering the bank, and any decisions made by the Union with respect to the bank shall not be subject to the parties' grievance and arbitration procedure. **(Appendix "C", Section 7)**

## ARTICLE 10

### Court Time

Any police officer who goes to court after his/her regular shift or on a day off on an assignment or trial or as a witness in connection with criminal or civil case or is issued a Subpoena on Police Department business will receive compensatory time off in accordance with General Laws, Chapter 262, Section 53C or will be paid for a minimum of four (4) hours at time and one half rate. If an employee finishes the last half shift and is scheduled to appear in court by 9:00 a.m. his court time schedule shall commence at the end of the last half shift. All officers will be notified eight (8) hours in advance in case of continued cases or be compensated as a result thereof. Said notification takes into consideration obvious potential emergencies that can arise.

Employees regularly scheduled and assigned to the new third night shift who must go to Court after working their regular scheduled 16-hour shift who are required to remain in Court after 10:30 A.M. must take the following shift off in lieu of receiving Court time pay.

## ARTICLE 11

### Holidays

The following days shall be considered holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day

Patriot's Day  
Memorial Day  
Independence Day

Thanksgiving Day  
Christmas Day  
Juneteenth

Any employee whose regular day off falls on a holiday shall be given an additional day's pay in lieu thereof and such additional day's pay shall be based on a forty (40) hour week. Holiday pay shall be paid at the rate of one and one-half (1.5) times his/her regular rate of pay. The aforesaid list of holidays and the circumstances under which they will be paid should be construed to mean a guaranteed twelve (12) paid holidays. Holiday pay shall be paid in each fiscal year according to the following:

1st payment shall be paid in the payroll period following

Thanksgiving Day:

Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Juneteenth

2nd payment shall be paid in the payroll period including the 15th of June:

Christmas Day  
New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Patriot's Day  
Memorial Day

## ARTICLE 12

### Unused Time Off and Overtime

Employees shall be compensated in cash for any accumulated (unused) overtime and any other time off due them when they are permanently separated from employment as a result of voluntary resignation, retirement or death. In the event of death, payment is to be made to the estate of the employee or his designated beneficiary. The amount of payment of all unused overtime is to be calculated on a forty (40) hour week at the employee's rate of pay in effect on the day immediately preceding the employee's separation. In no event shall an employee be eligible to receive more than 52 weeks pay in any calendar year.

The overtime roster shall consist of each member of the Department and shall be maintained by the Chief's office or representative.

## ARTICLE 13

### Union Business Leave

(A) All employees covered by this contract who are officers of the Collective Bargaining team not to exceed three (3) shall be allowed time off for local business, negotiations, or conference with Town administration or Chief of the Department, without loss of pay or benefits, and without the requirement to make up said loss of time, subject to prior approval of the Chief of the Department.

(B) The members of the Milton Police Association Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Milton Police Association and for time required to prepare grievances, and for the purpose of processing grievances, when such activity takes place at a time during which such employee is scheduled to be on duty. Subject to prior approval by the Chief of Police.

(C) Officers and members of the Milton Police Association, not to exceed three (3), as may be designated by the Milton Police Association, shall be granted leave to attend meetings of the Massachusetts Police Association as provided by Massachusetts General Laws, Chapter 147, Section 17D.

#### ARTICLE 14

##### Bargaining Committee Security

The Town of Milton agrees not to discharge or discriminate in any way against bargaining unit employees for lawful Association activities.

#### ARTICLE 15

##### Disciplinary Action

No permanent employee shall be suspended, demoted or discharged, except for just cause. All permanent employees shall retain the rights provided for them under Chapter 31 of the General Laws.

Whenever the Chief of Police makes an inquiry into the conduct of one of his officers, he may call in such officer for such inquiry. An officer shall be entitled to bring a union representative to any such meeting.

## ARTICLE 16

### Health Insurance and Life Insurance

#### SECTION 1

The Town shall continue to provide employees the option to enroll in health care organization ("HMO") insurance coverage, family and individual, pursuant to G.L. C.32B, Section 16. Employees shall pay fifteen (15) percent of the total monthly premium cost or rate for HMO insurance coverage. The Town shall pay eighty-five (85) percent of the total monthly premium cost or rate for such coverage.

#### Section 2

Indemnity plan coverage, if any, shall be on the basis of a fifty (50) percent premium contribution by the employee and fifty (50) percent premium contribution by the Town, to cover all employees of the Department and their families, retired employees of the Department and their surviving spouse. In the event that the Town offers an indemnity plan, it shall give prior written notice to the Association, and upon timely demand, the Town will negotiate to agreement or impasse.

### Section 3

In accordance with the provisions of Chapter 32B of the General Laws, with no premium cost to the Town, the Town will purchase additional group life and group accidental death and dismemberment insurance for employees.

### ARTICLE 17

#### Itemized Deductions (Payroll)

Nothing contained herein shall prohibit the Town Treasurer's Office from instituting and maintaining payroll deduction program(s) for Credit Unions or other systematic savings or investments.

### ARTICLE 18

#### Hours of Duty and Work Schedule

##### 1. Work Week. Work Hours

The hours of work or shift schedules shall consist of not more than forty (40) hours per week, and not more than eight and one-sixth (8 1/6) consecutive hours per tour of duty or work shift, as follows:

- A. Days - 7:30 A.M. to 3:40 P.M.
- B. First Half - 3:30 P.M. to 11:40 P.M.
- C. Second Half - 11:30 P.M. to 7:40 A.M.

There shall be no time off for meal periods as the employees will eat while on duty at the Station or on their route.



Nothing in this Section shall preclude the Town from instituting First Half only shifts, overlap shifts or high crime impact shifts.

Only employees hired as permanent patrol officers after December 31, 1972 or employees by specific assignment to specialists positions shall be required to accept assignments to such shifts, which shall be by seniority pursuant to Article 7, provided, however, employees permanently appointed as police officers in the bargaining unit prior to January 1, 1999 shall not be assigned to the new third night shift established pursuant to Section 2 of this Article, except on a voluntary basis, and provided, further, that employees permanently appointed on or after January, 1999 as permanent police officers in the bargaining unit may be assigned to such new third night shift involuntarily, by order of seniority, if there are not sufficient volunteers for said shift among employees in the Department. Article 7, except as hereinabove provided, shall continue to be in effect for any new shifts created under this Section. Any such shift may be established between 3:30 P.M. and 2:30 A.M. Any such shift shall be permanently established for eight consecutive hours. It shall be understood that when and if an overlap shift is established, no permanently assigned employee(s) shall be required to accept a reassignment as a result of the shift change (except those defined in the first sentence of this section).

2. Work Schedules, day-off or squad schedules.

All employees shall receive not less than one hundred twenty-one and one-third (121 1/3) regular days off annually, and not less than two (2) consecutive regular days-off weekly, in accordance with a characteristic of the four-and-two work schedule which shall be the permanent work schedule.

~~-----~~(a) All employees, under the four-and-two work week so-called, the four-on, two-off work schedule, shall receive not less than fourteen (14) days off in each six week period; within each such six week period, the work cycle for the four-and-two work week shall be completed. An employee's days-off, except as hereinafter provided in subparagraph (b) of this Section, shall drop back one (1) day every week. Employees working days or a permanent First Half shift or an overlap or high crime impact shift, shall work four (4) consecutive days and then receive two (2) consecutive days-off. Employees working the two alternating night shifts (Night Platoons 1 and 2) shall alternate between first and last half tours of duty and shall go on days-off after a first half tour of duty; as example, a night officer working said alternating shifts shall commence work on a last half tour of duty, then work a first half tour of duty the same day, then receive a day-off, then return to work for a last half tour of duty, then work a first half tour of duty the same day, and then go on his/her two (2) consecutive days-off, then return to work the same cycle.

Effective as of the date the parties execute this Agreement, a new third night shift is established. Employees working the third

night shift shall commence work on the last half tour of duty, then work a first half tour of duty the same day, then work a last half tour of duty immediately following, then work a first half tour of duty the same day, then receive three (3) days-off, then return to work on the last half of the fourth day thereafter, to work the same cycle.

Assignment of employees to the four-and-two work schedule (i.e. days and nights, one, two or three), shall be in general pursuant to the present assignments, except as otherwise above provided upon the establishment of the new third night shift, provided, however, notwithstanding the provisions of Article 7, the Chief of Police may assign a particular employee to a particular shift if, in his/her judgment, it is in the best interest of the Police Department to do so (including Specialist and Detectives).

(b) Excepted from the regular four and two-work schedule so called set forth in subparagraph (a) above shall be employees assigned as follows, each of whom shall work five (5) consecutive days-on, and receive two (2) consecutive days off:

- |   |                                   |
|---|-----------------------------------|
| (A) Prosecutor                              | (E) Detective - Days              |
| (B) Safety Officer                          | (F) Training Courses of more than |
| (C) Juvenile Officer                        | seven (7) days duration           |
| (D) No more than one (1) day patrol officer | (G) Dare Officer                  |

In addition to the above positions, if the Chief of Police determines that there are special situations which are in the best interest of the Town where a four-and-two work schedule is not appropriate, the Chief of Police shall sit down and discuss the same

with the Association prior to the implementation of such an alternate schedule.

In the event that the Chief of Police is arbitrary or capricious in his/her determination of whether or not to implement such schedule, the Association may grieve his/her decision.

~~All employees so assigned, pursuant to this subparagraph (b)~~ shall be entitled to and shall receive, in addition to the two (2) consecutive days-off weekly each shall receive under the five (5) day work week above mentioned, seventeen and one-third ( $17 \frac{1}{3}$ ) additional days-off annually, so that each such employee so assigned shall receive the same number of days-off annually as will employees working the regular four and two work schedule described in subparagraph (a) of this Section. These seventeen and one-third ( $17 \frac{1}{3}$ ) additional days-off shall be taken one (1) each three (3) weeks, or on holidays, or otherwise in accordance with a schedule that shall be determined by the Chief of Police.

4. The Town expressly reserves its management rights, during the period that the four-and-two work schedule is in effect, to assign employees, including but not limited to, the number of employees in a cruiser, location of assignments, number of employees on a shift and other similar and related matters, except as otherwise provided above with respect to the new third night shift.

## ARTICLE 19

### Vacation

#### SECTION 1

Vacations shall be granted on a seniority basis by Platoon to be assigned by the Platoon Commander. Vacation may be taken in either eight (8) hour increments or four (4) hour increments only. Such four (4) hour increments must be either the first four (4) or last four (4) hours of the shift only. At no time shall more than two patrol officers from the same shift be on vacation.

There will be an allowance for an officer to split vacation by week if desired and the officer will not be required to take successive weeks of vacation.

Officers will receive vacation based on the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
From 30 weeks through 5th yearly vacation period	two weeks
Beginning with the 6th yearly vacation period and through 10th yearly vacation period	three weeks
Beginning with the 11th yearly vacation period	four weeks
Beginning with the 21st yearly vacation period	five weeks

An officer who is eligible for a maximum of two weeks' vacation, and because of the officer's work schedule does not receive five (5) working days off during any one or both of the two vacation weeks, shall receive such additional day or days during the course

of the calendar year. The time for taking such day or days shall be at the sole discretion of the Department Head.

Vacations shall begin on a Saturday and end on a Friday.

Drawing a selection of vacation periods shall be in two (2) sections. The first section for the prime vacation period shall be ~~for the first two (2) weeks to which an officer is entitled.~~ The second section, held thereafter, shall be for the remaining vacation weeks, if any, to which an officer may be entitled.

The list for selection of vacations will be posted and scheduled on or before February 1 of each year.

Subject to the discretion of the Chief the Police Department will be permitted to have two (2) patrol officers and one (1) superior officer from the same shift go on vacation during the same week. The Chief's discretion shall be determined in the best interest of the Town.

## SECTION 2

Vacation leave shall accumulate and accrue during an employee's injured leave under c.41, Section 111F, and shall vest on January 1st of each year, and during each calendar year on an employee's anniversary date when he or she reaches any of the eligibility milestones above stated. However, if an employee is absent on sick or injured leave for more than 180 calendar days, attributable to a given incident, his or her vacation leave credits thereafter shall be proportionately reduced by the percentage of

time absent after 180 days as a factor of 365 days. Subject to the provisions of Article 35.

Notwithstanding the foregoing provisions, it is not intended hereby that any period of absence on sick or injured leave due to a separate incident of sick or injured leave shall result in proration of vacation as aforesaid, until absence due to said separate incident itself exceeds 6 months. In this regard, exacerbation of re-injury of a pre-existing incident, after return from sick or injured leave due to same, shall be treated as a separate incident of sick or injured leave, with a new 6 month grace period.

## ARTICLE 20

### Leave of Absence Without Pay

Leave of absence for a limited period not to exceed three (3) months may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Reasonable purpose in each case may be agreed upon by the Milton Police Association and the employer. In no event will such leaves be granted for an officer to "try out" some other type of employment.

## ARTICLE 21

### Longevity Pay

Section 1. Officers appointed prior to October 1, 2009 shall be paid longevity pay in one lump sum, in the payroll period which includes June 15; employees who have then completed ten or more years

of continuous full-time employment for the Town of Milton shall receive a longevity payment for each such year of service, as set forth herein:

7/1/10: \$28.33 per year of service (**Appendix "C", Section 4)**)

Section 2. All officers appointed after October 1, 2009 shall not be eligible for a longevity payment. (Appendix "C", Section 11)

## ARTICLE 22

### Grievance Procedure

#### (A) PURPOSE

The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible so as to insure efficiency and employee morale.

Complaints, disputes, or controversies of any kind, which arise between one or more employees and the Town or its agents concerning the working conditions, hours of work, wages, fringes or rates of pay referred to in this Agreement, may be processed as a grievance under the following procedure:

#### (B) PROCEDURE

STEP 1: Grievances may be first presented by the employee and/or the union steward to the superior officer involved, and an earnest effort shall be made to adjust the grievance in an informal manner. The aggrieved employee may communicate with the steward over the department communication system, telephone or other available means to advise of the grievance. The officer in charge



may, on request, permit the employee and/or the steward to be excused for a reasonable period (as determined by the superior officer) from their regular duty without loss of pay for the purpose of a meeting to discuss the grievance.

STEP 2: If the grievance is not resolved in Step 1, the grievance shall be reduced to writing by the Milton Police Association and presented to the Chief of Police. The Chief, or in the Chief's absence, the Deputy Chief of Police, shall meet with the Grievance Committee within the seventy-two (72) hours from the time the grievance is presented and shall answer the grievance in writing within the forty-eight (48) hours after the meeting.

STEP 3: If the grievance is not resolved in Step 2, the Grievance Committee may refer the complaint to the Board of Selectmen within five (5) days from receipt of the Step 2 answer, exclusive of Saturdays, Sundays and holidays. The Board of Selectmen shall meet with the Grievance Committee within five (5) days to discuss the grievance, and will answer the grievance in writing within forty-eight (48) hours after the meeting ends.

STEP 4: If the grievance is not adjusted satisfactorily in Step 3, or answered by the Board of Selectmen within the time limit set forth above, it may thereafter be submitted by the Association, and only by the Association, except as hereinafter provided, within forty-five (45) calendar days after the answer of the Board of Selectmen is due or received, to arbitration, by written notice,

delivered in hand or by mail, postage prepaid, addressed to the Board of Selectmen.

If the parties fail to agree on the selection of a single arbitrator, the Association may request the American Arbitration Association to provide a panel of arbitrators from which a selection of a single arbitrator shall be made in accordance with the Rules of the American Arbitration Association. The parties shall share equally in the cost, if any, of the arbitrator's services.

The award of the arbitrator shall be final and binding upon the parties to this Agreement.

Any dispute relative to suspension, discharge or demotion may be a subject of grievance and arbitration under the terms of this Agreement, with the option in an employee to proceed at Step 4 of the grievance procedure, or may be processed respectively before a Retirement Board and/or the Civil Service Commission; provided, however, that an employee may not pursue both remedies in terms of the same dispute. If an employee elects arbitration, any action previously taken by the Town pursuant to Chapter 31 or Chapter 32 will be considered the equivalent of a Step 3 determination; and his election in writing will constitute the grievance hereunder. For purposes of this paragraph "action previously taken by the Town" may include action by the Chief of Police or the Board of Selectmen. Any disciplinary action by the Chief of Police may first be appealed to the Board of Selectmen at the employee's option, before election

of Retirement Board/Civil Commission remedies or arbitration as above provided for.

Any of the time limits outlined in this Article may be changed by written agreement of the parties.

(C) Each party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.

(D) The Police Association shall be entitled to submit grievances in the name of the Police Association in the same manner as provided herein for employees, said submission to start at Step 3 in the grievance procedure.

(E) No settlement or decision at Step 1 of the grievance procedure shall be of any precedential value. The parties may agree to omit Step 1 by mutual agreement of the Association and the superior officer involved.

## ARTICLE 23

### Management Rights

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it. It shall have the sole and unquestioned rights, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- (A) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- (B) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- (C) To discontinue processes or operations or to discontinue their performance by employees.
- (D) To select and to determine the number and types of employees required to perform the Town's operations.
- (E) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the Department.
- (F) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (G) To insure that related duties connected with department operations, whether enumerated in job descriptions or not, shall be performed by employees.
- (H) To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Milton Police Association or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town, it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Town Board of Selectmen by virtue of statutory and Charter provisions and are not subject to delegation in whole or in part.

## ARTICLE 24

### Seniority

(A) Seniority within the Milton Police Department shall commence from the date of appointment as a regular full-time police officer. In those instances where two (2) or more officers are appointed on the same day, the officer appointed first by the appointing authority shall be senior.

(B) Seniority shall not be broken by vacation time, sick time, injury time, temporary lay-off, suspension or any leave of absence, or any call to military service for the duration.

(C) If an employee resigns voluntarily or is discharged for just cause, the employee shall lose all seniority.

(D) In the event of reduction in force, layoff shall be in inverse order of hiring and any recall to work shall be done by seniority.

(E) Seniority on matters governed by Civil Service shall be determined in accordance with Chapter 31, Section 15D of the General Laws.

(F) A member who leaves the employ of the Town Police Department and is later re-employed in the Police Department shall have his or her service bridged in accordance with Civil Service, if applicable.

## ARTICLE 25

### Educational Incentive Program

#### Section 1

Effective July 1, 2010, the Town and the Association hereby agree to the following educational incentive program for bargaining unit employees.---Payment shall be made in December in each year in one lump sum. The deadline for determining the successful completion of courses for movement from one tier to the next shall be September 1<sup>st</sup> of each year.

Any educational incentive pay paid to bargaining unit members shall be considered regular compensation for retirement purpose, pursuant to 804 CMR 15.03.

It is understood and agreed that any tiered educational Incentive program base salary increases shall not be included in overtime pay calculations, but holiday day pay shall be included in the base upon which incentives are calculated. (**Appendix "C", Section 9)**

#### Section 2.

For the purpose of this section officers shall be defined as any officers enrolled in an approved educational program by the Department of Education prior to October 1, 2009. (**Appendix "C", Section 1)**

Officers enrolled in the program shall have one hundred (100) accrued sick days deducted from their accrued sick leave.

**(Appendix "C", Section 2)**

Officers who earn an Associate's Degree from an approved, accredited institution of higher learning shall be paid at a rate that is ten percent (10%) higher than their current step pay rate.

Officers who earn a Bachelor's Degree from an approved, accredited institution of higher learning shall be paid at a rate that is twenty percent (20%) higher than their current step pay rate.

Officers who earn a Master's Degree from an approved, accredited institution of higher learning shall be paid at a rate that is twenty-five percent (25%) higher than their current step pay rate. **(Appendix "C", Section 12)**

Section 3.

New hires shall be defined as any officers who were not enrolled in an approved educational program by the Department of Education as of October 1, 2009. **(Appendix "C", Section 1)**

New hires who earn an Associate's Degree from an approved, accredited institution of higher learning shall be paid at a rate that is ten percent (10%) higher than their current step pay rate.

Starting with their second year of employment, new hires who have earned an Associate's degree as set forth herein shall be reimbursed in the amount of two percent (2%) per fiscal year for a period of five (5) years.

New hires who earn a Bachelor's or Master's Degree from an

approved, accredited institution of higher learning shall be paid at a rate that is twenty percent (20%) higher than their current step pay rate.

Starting with their second year of employment, new hires who have earned a Bachelor's or Master's degree as set forth above shall be reimbursed in the amount of two percent (2%) per fiscal year for a period of ten (10) years. (Appendix "C", Section 12)

## ARTICLE 26

### No Strike Clause

The Milton Police Association on its own behalf and on behalf of each of its members and officers it represents, hereby agrees and covenants that, during the term of this Agreement, it will not authorize, approve, participate or in any way encourage any strike, work stoppage, slowdown or the withholding of services, including extra hour services, from the employer, Town of Milton.

## ARTICLE 27

### Compensation

Appendix "A" - shall be the schedule of salary and wage rates for the Police Department's Patrol Officers, subject to approval and funding by the Town Meeting.



## ARTICLE 28

### Staff Meetings

Each member of the Department shall attend one (1) staff meeting a year without compensation.

Should additional staff meetings be scheduled they shall be paid at the straight time rate with a two (2) hour minimum according to the following schedule:

Patrol Officer	Two (2) additional meetings
Detectives, and Specialists	Five (5) additional meetings

Employees required to attend staff meetings called in excess of the above schedule will be compensated at a time and one half rate.

## ARTICLE 29

### In-service Training, Riot Control and EMT Training

#### SECTION 1

Compensation for training ordered beyond the employees normal work week will be compensated at time and one half (overtime) rate of pay.

## ARTICLE 30

### Evaluation

Bargaining unit employees shall be evaluated annually by means of the evaluation instrument attached as Appendix B.

- (a) Such evaluations shall be performed by each employee's immediate supervisor
- (b) The evaluation shall be maintained as part of the employee's records by the Town.
- (c) Prior to each evaluation period the immediate supervisor shall inform the employee of the evaluation, and that such evaluations may be utilized in future personnel determinations.
- (d) After the evaluation document has been completed, the immediate supervisor shall meet with the employee to discuss the evaluation and the employee shall sign the same signifying agreement or disagreement with the evaluation.
- (e) The evaluation may be grieved by an employee, commencing at Step 2.
- (f) It is agreed that the performance evaluation form may not be introduced by either side nor by the employee in any disciplinary procedure or proceeding.

### ARTICLE 31

#### Stability of Agreement

No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

### ARTICLE 32

#### Funding and Duration Clause

Within thirty (30) days after execution of this agreement the town shall submit to Town Meeting a request for an appropriation sufficient to fund the cost items contained herein. Such salary and

other cost items are subject to approval of a request or requests to fund same, in accordance with the provisions of c.150E Section 7 of the General Laws.

It is further understood and agreed that the wage adjustment provided for in the subsequent years of this agreement are specifically subject to an appropriation earmarked for that purpose. In the event the Town Meeting fails, neglects or refuses to fund the incremental cost of a subsequent year annual salary wage adjustments, the parties shall return to the bargaining table for the sole or limited purpose of negotiating wages for the said subsequent year of this agreement.

This Agreement shall become effective as of July 1, 2022, or at such later date as to certain provisions thereof as may be specifically referred to in this Agreement and shall remain in full force and effect until and including June 30, 2025. On or after November 1, 2024, either party may submit its proposals for a new agreement to be effective on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

In the event that the cost items for any contract-year of this 2023-2025 agreement, are not funded by Town Meeting, the new night shift and the restructuring differential shall be null and

void and the employees shifts shall revert to the schedule in effect prior to the change.

### ARTICLE 33

#### Joint Study Committee

~~A Joint Study Committee shall be formed to review physical fitness issues and eight-day sick rule, and report back to the parties.~~

### ARTICLE 34

#### GPS

The Department, at its discretion, may install and implement GPS and/or similar devices in any Department vehicle. The Department may display, utilize and record the information for real time and later reference for any reason. The Department will provide notice to the Union forty-five (45) days prior to implementation of the program.

### ARTICLE 35

#### Injury Leave - Return to Work Program

Effective July 1, 2022, the following language modifies members' rights and benefits under General Laws, Chapter 41, Section 111F and Article 9.

**Modified Duty:***Modified Duty - Required When Injured On-Duty:*

Members injured on duty shall return to full duty once they have recovered and are able to perform their regular duties. Prior to being medically cleared for a return to full duty, members may be assigned to perform modified duties at the discretion of the Chief and subject to the terms of this Article. Modified duties shall be consistent with the nature of the injury and any restriction imposed by a Town-designated physician or medical facility. In making assignments, the Chief shall have broad authority to prescribe any modified duties available which the member can perform consistent with any conditions imposed by the Town-designated physician or medical facility. These modified duty assignments may be changed or terminated at the discretion of the Chief and are not subject to existing job descriptions or collective bargaining but should be reasonably related to existing job duties or the objectives of the Department. The Chief has discretion to make modified duty assignments on the member's existing schedule or an alternate schedule based on department needs, including mandatory overtime consistent with the modified duty. In no event shall modified duty extend beyond the period of disability or include permanent disability.

A member assigned to modified duty shall retain and accrue all the time off and pay benefits of the position they held at the time of their injury regardless of what assignment or hours they are assigned for temporary modified duty. After receiving the report from a Town-designated physician or medical facility providing that a member may perform modified duties, the Chief will give the member a minimum of seven (7) calendar days' notice prior to assigning the member to a modified duty assignment. If the member's treating healthcare provider disagrees with the assessment of the Town-designated physician or medical facility, the member may, at their own expense, provide further medical information to the Chief for review in determining whether and to what extent modified duty is appropriate. However, such additional information will not supersede the Chief's discretion in making such assignments or delay the implementation of such assignments except as may be ordered by the Chief.

*Modified Duty- Optional When Injured Off Duty:*

Members injured off-duty can elect to utilize the same modified duty system or use their own accrued paid time balances.

*Abatement Trigger:*

*Abatement* Members who have suffered an on-duty injury but are not performing modified duties in accordance with the section above, shall not accrue the following collective bargaining benefits after a ten (10) calendar day grace period from the date of the initial

incident causing injury, since they are not working: (1) Vacation, (2) Sick, (3) Personal, (4) Night Differential, (5) Weekend Differential, and (6) Holiday Pay. These benefits will stop accruing and be prorated and deducted from balances and future allotments, including after the fact if already provided, based on any period the member is not working modified duty. Members who are medically cleared for modified duty by a Town designated physician or medical facility, shall not be kept out of work by the Chief and subject to abatements. The Chief and/or Town has the discretion to waive any conditions related to the Injury Leave - Return to Work program. Serious on-duty bodily injuries stemming from critical incidents will be given consideration by the Chief and/or Town to be treated as fully covered injuries under General Laws, Chapter 41, Section 111F, and thereby exempted from the modified duty requirements under Article 35 under the same discretion standard set forth in the preceding sentence.

## APPENDIX A

### Section 1.A Effective July 1, 2022 (2% adjustment)

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Ten Year Step</u>
P-1	\$983.09	\$1,088.47	\$1,188.80	\$1,284.07	\$1,407.16	\$1,435.30
Hourly	24.58	27.21	29.72	32.10	35.18	35.88

### Section 1.A Effective July 1, 2023 (2.5% adjustment)

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Ten Year Step</u>
P-1	\$1,017.50	\$1,126.56	\$1,230.40	\$1,329.01	\$1,456.41	\$1,485.54
Hourly	25.44	28.16	30.76	33.23	36.41	37.14

### Section 1.A Effective July 1, 2024 (2.5% adjustment)

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Ten Year Step</u>
P-1	\$1,048.02	\$1,160.36	\$1,267.31	\$1,368.88	\$1,500.10	\$1,530.11
Hourly	26.20	29.01	31.68	34.22	37.50	38.25

### Step Increase:

Effective July 1, 2015, union members who are on the Milton Police Department payroll as of July 1, 2005 are eligible to receive a ten (10) year step increase in the form of a weekly base wage increase of one (1) percent.

Any union member who came on or comes onto the Milton Police Department payroll after July 1, 2005 are eligible to receive the ten (10) year step increase only upon their ten (10) year anniversary within the department. Said payment shall commence on the first full weekly pay period following their tenth (10) anniversary date.



## SECTION 2 Night Differential

Those employees who are regular and permanent sworn members of the Police Force prior to July 1, 2010 and are permanently assigned to the first and second half tours of duty, shall be paid a per week night differential, which shall be payable in two lump sums, half in December and half in June in the contract year. Such night differential payment shall not be applicable to overtime pay computations, but shall be included in the base upon which educational incentive is calculated.

CONTRACT YEAR	WEEKLY NIGHT DIFFERENTIAL
7/1/16:	\$85.00
7/1/17:	\$95.00
7/1/18:	\$105.00

## Night Differential - New Hires

Effective July 1, 2010, for new hires the night differential payment shall not be included in educational incentive pay computations. (Appendix "C", Section 9)

## SECTION 3 Weekend Differential

An employee who was hired prior to July 1, 2010 who is assigned to a day shift on Saturday or Sunday shall receive an incremental payment in addition to normal compensation for each such shift. Such weekend differential payment shall not be applicable to overtime pay computation

but shall be included in the base upon which educational incentive is calculated. Weekend differential shall be payable in December and June. The amount shall be as follows:

BEGINNING	PER HOUR
7/1/15:	\$6.50
6/30/16:	\$7.00

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#### Weekend Differential - New Hires

Effective July 1, 2010 for new hires, the weekend differential payment shall not be included in educational incentive pay computations. (**Appendix "C", Section 10**)

#### SECTION 4 Night and Weekend Differential Abatement

Effective on signing, such differentials shall not be payable during an employee's absence on sick or injured leave of more than one hundred eighty (180) days. Notwithstanding the foregoing, it is not intended hereby that any period of absence on sick or injured leave due to a separate incident of sick or injured leave shall result in non-payment of said differentials until absence due to said separate incident exceeds 180 days. In this regard, exacerbation or re-injury of a pre-existing incident, after return from sick or injured leave due to same, shall be treated as a separate incident of sick or injured leave, with a new 180 day grace period. Subject to the provisions of Article 35.

## SECTION 5 Shift Change/Restructuring Differential

Effective on or after January 1, 1999, the Town may implement a new night shift, in the form of the so-called Randolph Plan, attached. All members of the bargaining unit now assigned or to be assigned to nights will receive a Restructuring Differential payment in the following amounts, as of the following dates:

7/11/99 -	1.0%	"
1/1/00 -	1.0%	"
7/1/00 -	1.0%	"

These payments will be paid weekly and they will be included in base pay for pension/retirement purposes.

## Section 6 Defibrillator Training

Effective January 1, 1999, all bargaining unit employees shall be properly trained and certified in the use of the Cardiac Defibrillator. All officers shall be responsible for carrying out any and all duties and responsibilities in connection with the use of defibrillators as they have done in the past, notwithstanding the elimination of the stipend. (Appendix "C", Section 3)

## Section 7 Injury Leave - Return to Work Differential

All members will receive an Injury Leave - Return to Work Differential in the form of base pay adjustments in accordance with the following:

July 1, 2022	one-half percent (.5%)
July 1, 2023	one percent (1%)
July 1, 2024	one-half percent (.5%)

## APPENDIX B

### Specialists Stipend

Officers specifically assigned to work as specialists in the following positions shall receive the stipend indicated for each contract year:——\$1,500.00.

Detective

Detective and Juvenile Officer (one)

The K-9 Officer Patrol (one)

The Officer assigned to coordinate private work and overtime assignments (one)

D.A.R.E. Officer

School Resource Officer

Officers specifically assigned to work as specialists in the following positions shall receive the stipend indicated for each contract year:     \$750.00.

Elderly Affairs Officer

CDL Officer

If either the Elderly Affairs Officer or the CDL Officer becomes a full-time assignment, the annual stipend will be \$1,500.00.

APPENDIX "C"

As referenced in the Memorandum of Agreement dated October 12,  
2010

1. This Agreement shall contain two parts, one for participating officers and one for new hires. Participating officers shall be defined as any officers participating in the educational incentive program prior to October 1, 2009. New hires shall be defined as any officers who were not participating in the educational incentive program as of October 1, 2009.
2. All participating officers shall have one hundred (100) accrued sick days deducted from their accrued sick leave. The parties shall work out a mutually agreeable method of deducting the one hundred (100) sick days. Upon ratification of this Agreement, the parties shall have sixty (60) days to work out a mutually agreeable solution. In the event that the parties are unable to reach an agreement within sixty (60) days, they shall mutually file a petition with the Joint Labor Management Committee and seek a remedy through that process. The police department shall, on its monthly sick leave report, generate a record of accrued sick leave for each officer reflecting the deduction of accrued sick days.
3. For participating officers who are currently participating in the educational incentive program, the contract language in Appendix A, Section 6 providing for a defibrillator stipend

shall be deleted and all officers shall no longer be eligible for said stipend. All officers shall still be responsible for carrying out any and all duties and responsibilities in connection with the use of defibrillators as they have done in the past, notwithstanding the elimination of the stipend. The revised language in Appendix A, Section 6 shall read as follows:

"Defibrillator Training -Effective January 1, 1999, all bargaining unit employees shall be properly trained and certified in the use of the Cardiac Defibrillator."

4. For participating officers who are currently participating in the educational incentive program, Article 21 of the parties' contract shall be revised so that the annual longevity payment shall be reduced by one-third (1/3). The revised language in Article 21 shall read as follows: "\$28.33 per year of service". The new longevity language shall be applicable to all officers.
5. For participating officers who are currently participating in the educational incentive program, Article 5, Section F, second sentence, shall be revised to read as follows: "As of July 1, 2010, the uniform allowance shall be four hundred dollars (\$400.00)." This language shall be applicable to all officers.
6. For fiscal year 2011 and continuing forward, one (1) position of deputy chief shall be discontinued.
7. The parties agree to create a sick leave bank ("the bank"). Each bargaining unit member who wishes to participate in the

bank shall provide one (1) accrued sick day to the bank. The Union is solely responsible for administering the bank.

8. For new hires only, create a second table in Article 9, Section C which will read as follows: "For new hires (any officers who were not participating in the educational incentive program as of October 1, 2009) only, effective July 1, 2010:

Not more than one year nor Less than six months	Five working days
Not more than five years nor less than one year	Eight working days
More than five years	Twelve working days"

9. Appendix A, Section 2. Insert the following language as the new third sentence in this section: "In addition, effective July 1, 2010 for new hires, the night differential payment shall not be included in educational incentive pay computations."
10. Appendix A, Section 3. Insert the following language as the new third sentence in this section: "Effective July 1, 2010 for new hires, the weekend differential payment shall not be included in educational incentive pay computations."
11. Appendix A, Section 5. Insert the following language as the new fourth sentence in this section: "Effective July 1, 2010 for new hires, the shift change/restructuring differential payment shall be discontinued."
12. Article 25. Effective July 1, 2010, delete the existing language in this article and replace with the following

language: "Section 1 - "The Town and the Association hereby agree to the following educational incentive program for bargaining unit employees. Payment shall be made in December in each year in one lump sum. The deadline for determining the successful completion of courses for movement from one tier to the next shall be September 1<sup>st</sup> of each year.

It is understood and agreed that any tiered educational incentive program base salary increases shall not be included in overtime pay calculations, but holiday day pay shall be included in the base upon which incentives are calculated. Effective January 1, 2000, night and weekend differentials, for participating officers only, shall be included in the base upon which incentives are calculated.

Section 2 - Participating officers who earn an Associate's Degree from an approved, accredited institution of higher learning shall be paid at a rate that is ten percent (10%) higher than their current step pay rate. Participating officers who earn a Bachelor's Degree from an approved, accredited institution of higher learning shall be paid at a rate that is twenty percent (20%) higher than their current step pay rate. Participating officers who earn a Master's Degree from an approved, accredited institution of higher learning shall be paid at a rate that is twenty-five percent (25%) higher than their current step pay rate.



New hires who earn an Associate's Degree from an approved, accredited institution of higher learning shall be paid at a rate that is ten percent (10%) higher than their current step pay rate. Starting with their second year of employment, new hires who have earned an Associate's degree as set forth herein shall be reimbursed in the amount of two percent (2%) per fiscal year for a period of five (5) years. New hires who earn a Bachelors or Master's Degree from an approved, accredited institution of higher learning shall be paid at a rate that is twenty percent (20%) higher than their current step pay rate. Starting with their second year of employment, new hires who have earned a Bachelors or Master's degree as set forth above shall be reimbursed in the amount of two percent (2%) per fiscal year for a period of ten (10) years.

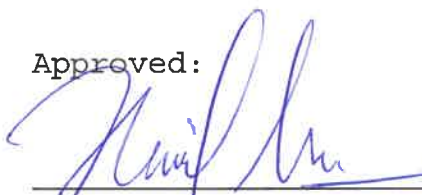
13. This Agreement contains and constitutes the entire understanding and agreement between the parties hereto and cancels any and all previous oral and written negotiations, agreements, commitments, and writings in connection with the subject matters addressed herein.
14. It is the intent of the parties to this Agreement that any educational incentive pay paid to bargaining unit members shall be considered regular compensation for retirement purpose, as Quinn bill benefits have been in the past, pursuant to 804 CMR 15.03.

15. The Union further agrees to withdraw with prejudice to refiling any and all matters related to any matters addressed in this Agreement, including but not limited to all pending grievances, demands for arbitration and unfair labor practice charges. The Union further agrees that it will not pursue or file in any ~~forum any matters against the Town or its agents related to the~~ matters addressed in this Agreement, except as may be necessary to enforce a term or terms of this Agreement.
16. In the event that either party to this Agreement attempt to enforce a right or rights which they believe they may have which are inconsistent with the terms of this Agreement, this Agreement shall be null and void and the parties shall revert to the contract language and practices in effect prior to this Agreement.
17. The parties agree to support any efforts to file a warrant article at town meeting to rescind or other revoke acceptance of Mass. Gen. L. ch. 41, § 108L, as amended.

*Complete list of officers participating in the educational incentive  
program prior to October 1, 2009:*

Bennett, Joseph	Fahey, Joseph B.
Bulger, William J.	Feeney, Christine
Bullard, Louis B.	Lio, Patricia M.
Cherry, Michael A.	Lundrigan, Lawrence J.
Chipman, Kristen P.	Mandeville, Patty-Anne
Choi, Eric	Martin, Maria A.
Cimildoro, Mark A.	Mason, Michael P.
Clifford, Kristen	Mercer, Matthew H.
Conklin, Jason R	Morrissey, Matthew J.
Coska, Mary E	Pires, Valter
Craig, Wanda M.	Purcell, Ronald F.
Digiovanni, Pamela L.	Roper, Liam
Dillon, Michael G.	Sanchez, Kenny
Douglas, Brendan M.	Seaton, Gennes J.
	Withrow, Russell

Approved:



Nicholas Milano  
Town Administrator  
Town of Milton

Date: 3/13/2024

Approved:



Milton Police Association

Date: 3/13/24

AFAGAN/MYFILES/CONTRACTS



