

Town of Tyngsborough and the New England
Police Benevolent Association, Inc., Local 8

MEMORANDUM OF AGREEMENT FOR
JULY 1, 2010-JUNE 30, 2011

Subject to ratification votes by each party, the Town of Tyngsborough ("Town") and the New England Police Benevolent Association, Inc., Local 8 ("Union") ("the parties") hereby agree to amend the Agreement dated July 1, 2007 through June 30, 2010 as follows:

(1) Article 10, Section A (Wages) (Page 4): The parties agree to a 0% wage increase for Fiscal Year 2011.

(2) Article 10, Section A, Subsection 4 (Mileage Reimbursement) (Pages 4-5):

Rewrite subsection 4 as follows: "Effective September 28, 2010, any travel requiring the use of the employee's personal vehicle shall be reimbursed for each mile traveled at the then present IRS government rate per mile in addition to any parking, toll, and fees paid by the employee as stated in the IRS regulations."

The Union agrees to withdraw the pending grievance with prejudice on this issue that was filed on or around September 28, 2010.

(3) Article 10, Section C (Educational Incentive) (Page 5): Add Section 7 as follows:

"The Town agrees to pay the portion of the Commonwealth's share of the Quinn Bill during Fiscal Year 2011 that is not paid by the Commonwealth. This should not be construed as a waiver by either party to take any legal position concerning the payment or funding of the Quinn Bill in future fiscal years and both parties expressly reserve all such rights."

(4) Article 10, Section H (Master Patrolman) (Page 6): Add the following:

"The Police Chief shall hold an interview process by February 1, 2011 for the position of master patrolman and will appoint all qualified applicants in accordance with Article 10(H). All selected applicants will be paid their stipends by March 1, 2011. Thereafter, the test and interview process for master patrolmen will be held annually except in years where no additional officers become eligible for said stipend. Officers will become eligible for the stipend in the fiscal year that follows their fifth (5th) year anniversary as a full-time patrol officer. Tests and interviews will be completed by December 1st of each year and the stipends will be paid by December 31st of each year. If the Police Chief wants to add duties to the position of master patrolmen, he will enter into negotiations to discuss said duties with the Union."

(5) Article 12, Section A (Hours of Work – Dispatchers) (Page 6): Delete last sentence in Section A.

(Note: this will result in dispatchers overtime being calculated based upon a 37.5 hour workweek, rather than 40 hours, so their overtime will now be calculated in the same manner as all of the other police officers who also work a 4 and 2 schedule).

(6) Article 30 (Duration of agreement) (Page 16): The parties agree to a one year extension of the agreement so “July 1 2007” will be replaced with “July 1, 2010” and “June 30, 2010” will be replaced with “June 30, 2011”.

(7) Side Letter:

(a) The parties agree that patrol officers and communication specialists will be represented by the Union, as Unit A, while sergeants and lieutenants will be represented by the Union as Unit B, which will be a separate bargaining unit covered by a separate collective bargaining agreement. The parties agree that until such time as new collective bargaining agreements are agreed upon that the sergeants and lieutenants will continue to be covered under the terms of the existing collective bargaining agreement between the parties.

(b) The Town agrees that it will fill three (3) Lieutenant Positions effective July 1, 2011, with one lieutenant being assigned per shift.

(c) The Town agrees that it will withdraw the pending petition from the Division of Labor Relations.

(8) Agreement to Extend the Terms and Conditions of this Agreement:

Upon the expiration of this one-year agreement, in order to foster labor peace by providing a continuing code of conduct until such time as a successor agreement is executed, the parties agree, pursuant to G.L. c. 150E, Section 9, to extend the terms and conditions of this amended agreement, including any arbitration provision, until such time as a successor agreement is executed.

Notwithstanding this agreement to extend terms and conditions, the parties acknowledge that the successor collective bargaining agreement contemplated in this paragraph, regardless of its duration, shall be effective from June 30, 2011, the date of expiration of this one-year agreement.

FOR THE NEPBA, LOCAL 8:

FOR THE TOWN OF TYNGSBOROUGH:

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC., LOCAL 8
AND
THE TOWN OF TYNGSBOROUGH

Whereas, the Town of Tyngsborough (the "Town") is experiencing budget constraints and the voters of the Town have approved a budget recognizing those constraints;

Whereas, the Town's economic situation has compelled the Board of Selectmen (the "Board") to reduce the Town's operating budget by identifying wage items and/or positions within the workforce that must be reduced;

Whereas, the Board has engaged in impact bargaining with the Union regarding wages within the workforce that are to be subject to reductions;

Now, therefore, the Board and the Union agree as follows:

1. Term. This memorandum of agreement will be effective from July 1, 2009 through June 30, 2010.
2. Wages and Positions. The parties agree to amend the effective date of the base wage increase effective July 1, 2009, by deleting July 1, 2009 - 3%, and inserting in its place June 30, 2010 - 3%.

Further, the parties agree to insert the following: "The parties acknowledge that, due to budget constraints, 1 police officer was identified to be laid off as of July 1, 2009. By deferring the base wage increase from July 1, 2009 to June 30, 2010, the Town agrees that it will not lay off 1 police officer during the fiscal year beginning July 1, 2009. In the event that the Town lays off a police officer during said fiscal year, this Agreement shall terminate, and the Town shall pay the Union a base wage increase of 3% retroactive to July 1, 2009.

3. General. All other terms and conditions remain as per the contract.
4. Nothing in this agreement shall be construed as an admission of any fact by any party, or as an admission to or waiver of any position taken by either party during the negotiation of this agreement as to bargaining rights, contract interpretation, or management rights. Notwithstanding, other than for the enforcement of the terms of this agreement, both parties agree that each waives its right with prejudice to file a grievance, complaint, or appeal of any kind related to the express and specific terms of this agreement.

**Town of Tyngsborough
By the Board of Selectmen**

**NEPBA, Local 8
By its Representatives**

KOC
9/22/08

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC., LOCAL 8

AND

THE TOWN OF TYNGSBOROUGH

The Town of Tyngsborough ("the Town") and the New England Police Benevolent Association, Inc., Local 8 ("the Union") hereby agree to amend the agreement dated July 1, 2007 – June 30, 2010 as follows:

1. Article 18 Extra Paid Details: Add "The Chief of Police shall, at his sole discretion, determine the appropriate staffing levels of police officers or civilian flaggers to perform traffic direction in the Town to ensure public safety. The Chief of Police has the discretion to determine the presence and number of sworn police officers and/or civilian flaggers, in lieu of police officers, in all instances where there is a street opening or any work to be done on a public way. The Chief of Police has the discretion to determine that neither police officers nor civilian flaggers are required to perform traffic direction at a street opening. The parties acknowledge that the Chief of Police has the further discretion to determine the number and ranks of officers assigned in any such instance necessary to maintain public safety."

ALO
[Handwritten signature]
[Handwritten initials]

FOR THE TOWN:

FOR THE UNION:

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC., LOCAL 8

AND

THE TOWN OF TYNGSBOROUGH

(JULY 1, 2007 – JUNE 30, 2010)

WHEREAS, the Town of Tyngsborough (“the Town”) and the New England Police Benevolent Association, Inc., Local 8 (“the Union”) have been negotiating for a successor contract to the collective bargaining agreement which terminated June 30, 2007; and

WHEREAS, the Town and the Union have reached an agreement in principle for a successor contract for the years July 1, 2007 – June 30, 2010;

NOW THEREFORE, the existing contract shall continue in force and effect and its terms, except to the extent specifically amended as below, shall be incorporated with the successor agreement.

1. PREAMBLE (Page 2): Delete “Local 485 of the International Brotherhood of Police Officers, hereinafter referred to as the “IBPO”” and replace with “Local 8 of the New England Police Benevolent Association, Inc., hereinafter referred to as the “NEPBA.””
2. ARTICLE 5 (Voluntary Deduction From Wages) (Page 3): Add new paragraphs which state as follows:

“There shall be an agency fee equal to 90% of union dues. The payment of the agency fee shall be a condition of employment.”

3. ARTICLE 8, Section C (Employee Grievance Procedure) (Page 5): Delete "either party" and replace with "either the Town or the Union."
4. ARTICLE 8, Section F (Employee Grievance Procedure) (Page 5): Delete last sentence.
5. ARTICLE 10, Section A (Compensation) (Page 6): 2.5%, 3.0%, 3.0%.

July 1, 2007

Communications Specialist	\$714.20
Comm. Spec. Supervisor	\$821.32
Patrolman, Base Rate	\$716.53
Patrolman (1)	\$853.88
Patrolman (2)	\$949.22
Sergeant	\$1,091.58
Lieutenant	\$1,255.31

July 1, 2008

Communications Specialist	\$735.63
Comm. Spec. Supervisor	\$845.96
Patrolman, Base Rate	\$738.03
Patrolman (1)	\$879.50
Patrolman (2)	\$977.70
Sergeant	\$1,124.33
Lieutenant	\$1,292.97

July 1, 2009

Communications Specialist	\$757.70
Comm. Spec. Supervisor	\$871.34
Patrolman, Base Rate	\$760.17
Patrolman (1)	\$905.89
Patrolman (2)	\$1,007.03
Sergeant	\$1,158.06
Lieutenant	\$1,331.76

6. ARTICLE 10 (Compensation) (Page 8): Add Section G, entitled "Bi-Weekly Pay," which states as follows:

"The parties agree that they will change to a bi-weekly payroll effective upon the full execution of the July 1, 2007 – June 30, 2010 contract."
7. ARTICLE 10 (Compensation) (Page 8): Add Section H, entitled "Master Patrolman" which reads as follows:

"To qualify a patrolman must have five (5) years of continuous full-time employment as a patrolman with the Town, and must successfully pass the written sergeants exam and an interview process. A Master Patrolman shall be paid \$500.00."
8. ARTICLE 15 (Health and Welfare) (Page 11): Modify contribution percentage rates for HMO plans as follows:

"July 1, 2008 – 77.5%/22.5% (except for new hires and employees already contributing 30%); and

July 1, 2009 – 75%/25% (except for new hires and employees already contributing 30%)."
9. ARTICLE 16 (Work Clothes and Equipment) (Page 11): Add the following language to the Article:

"Each member of the bargaining unit shall receive an annual cleaning allowance of \$300.00."
10. ARTICLE 19 (Court Time) (Page 15): Add "officer's base hourly rate" to last sentence.
11. ARTICLE 20 (Holidays) (Page 15): Amend the last paragraph to read as follows:

"Employees whose regular shift assignment requires them to work any of the above holidays, excluding Thanksgiving and Christmas, shall be paid at the rate of time and one-half (1½) their regular rate

of pay for that specific holiday worked. That additional half time (1/2) shall be included in the employees next pay period.

Employees who work either Thanksgiving or Christmas shall be paid at the rate of double their regular rate of pay for that specific holiday worked. That additional double time shall be included in the employees next pay period.”

12. ARTICLE 21 (Union Business) (Page 16): Rewrite first paragraph to read as follows:
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“The Town agrees that union E-Board members, not to exceed two (2), shall be granted time off, without loss of pay or benefits, to discuss union business with employees, provided such discussion does not interfere with police business, subject to the discretion of the Chief of Police, or discuss grievances with an employee or others involved, subject to the discretion of the Chief of Police. The Town agrees that union E-Board members, not to exceed two (2), shall be granted time off, without loss of pay or benefits, to participate in any grievance step as described in Article 8 hereof, or in any resulting arbitration procedure. The Town agrees that union E-Board members, not to exceed two (2), shall be granted time off, without loss of pay or benefits, not to exceed two (2) days, to attend the annual NEPBA Convention.”

13. ARTICLE 25 (Sick Leave) (Page 17): Add the following language to the third paragraph, next to the last line:

“For those members of the bargaining unit hired on or after July 1, 2009, each day of unused accumulated sick leave will be equivalent to the hourly rate times four (4) hours of pay.”

14. ARTICLE 25 (Sick Leave) (Page 18): Delete “at the end of each fiscal year” from first sentence of fourth paragraph.

15. ARTICLE 26 (Bereavement and Funeral Leave) (Page 21): Add Section G as follows:

“Bereavement days shall be taken in the week of the death unless there is an unusual circumstance.”

16. ARTICLE 28 (Performance Evaluation) (Page 21): Delete reference in Article to "quarterly evaluations" such that evaluations are conducted on an annual basis but provide that Town shall give a progress report to an employee six (6) months after the annual evaluation.
 17. ARTICLE 30 (Duration of Agreement) (Page 23): Amend dates of agreement.
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18. Wherever a reference is made to "IBPO" replace with "NEPBA."

FOR THE TOWN:

FOR THE UNION:

TOWN OF TYNGSBOROUGH AND IBPO, LOCAL 485

**SUPPLEMENTAL MEMORANDUM OF AGREEMENT FOR
JULY 1, 2005 – JUNE 30, 2006**

The Town of Tyngsborough ("Town") and IBPO, Local 485, the Tyngsborough police and Dispatcher's Union ("Union"), ("the parties"), hereby agree subject to appropriate funding to rescind the previously agreed to Supplemental Memorandum Of Agreement For July 1, 2005 – June 30, 2006, attached.

The Parties agree that the Memorandum of Agreement dated July 1, 2004 through June 30, 2007 is the controlling document. All Union employees will receive their 2 ½% salary increase retroactive to July 1, 2005.

All other terms and conditions as stated in the Memorandum of Agreement for the period of July 1, 2004 through June 30, 2007, shall remain in effect.

TOWN OF TYNGSBOROUGH

IBPO, LOCAL 485

By its Board of Selectmen

By the following persons:

AGREEMENT

Between

The International Brotherhood of Police
Officers Local #485

And

The Town of Tyngsborough

July 1, 2004 – June 30, 2007

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This Agreement, entered into by and between the Town of Tyngsborough, Massachusetts, hereinafter referred to as "the Town", and Local 485 of the International Brotherhood of Police Officers, hereinafter referred to as the "IBPO" or "the Union", is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by the provisions of this Agreement, in order that a more efficient and progressive public service may be rendered.

The parties acknowledge that the Employer has and must retain complete authority over the police and administration of the department, which it exercises under law except as expressly modified by a specific provision of the Agreement.

A masculine gender shall also mean the female gender.

Article 1

This Agreement incorporates the understanding of the parties on all issues, which were or could have been the subject of negotiations, including the Rules and Regulations, which are incorporated herein.

Article 2: Recognition and Bargaining Unit

In recognition of the fact that a majority of the employees in the Town Police Department who actually voted have chosen the Union, the IBPO Local 485 as their collective bargaining representative as certified by the Commonwealth of Massachusetts Labor Relations Commission in Case No. MCR-1316, the Town hereby recognizes the Union as the exclusive bargaining representative for the employees of the Town of Tyngsborough Police Department in the rank of Communication Specialist, Communication Specialist Supervisor, Patrolman, Sergeant and Lieutenant, excluding the Captain, Chief of Police, part-time and casual employees of the Police Department, and all other employees of the Town whether or not specifically excluded.

Article 3: Participation in the Union

- A. The Town recognizes the right of any employee in the bargaining unit to become a member of the Union or to refuse such membership and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the union, or refuse such membership.
- B. The Town will not aid, promote, or recognize any other Union or organizations which purport to engage in collective bargaining, or to make any agreement with any such Union or organization for the purpose of undermining the Union.

C. No elected or appointed official of the Town shall participate in the management of the Union or act as its representative if such activity would be incompatible with his official duties.

Article 4: Non-Discrimination

The parties to this Agreement agree that they shall not discriminate against any person because of race, color, creed, gender, sexual orientation or age and that such persons shall receive the full protection of the Agreement.

Article 5: Voluntary Deduction From Wages

During the life of the Agreement in accordance with the terms of the form or authorization of check-off hereinafter set forth as Appendix 1, the Town shall agree to deduct Union Membership Dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such a form and remit the aggregate amount to the Union along with a list of employees who have had said deductions made. *The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Article.*

Article 6: Rights of Management

It is agreed that management officials of the Town shall at all times retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the Police Department, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, (relieve employees from duties because of lack of work on a seniority basis) or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine methods, means and personnel by which such operations are to be conducted and to take whatever actions may be necessary to carry out the mission of the Police Department. Nothing in this Agreement shall in any way diminish or derogate from the powers, duties and responsibilities entrusted to the Police Chief as set forth in Massachusetts General Laws Chapter 41, Section 97A.

Article 7: Rules and Regulations

The Town and its management officials have the right to promulgate additional rules and regulations pertaining to the employees covered by this Agreement.

Article 8: Employee Grievance Procedure

The parties recognize that it is in the best interest of effective and harmonious performance of the duties and responsibilities of the Police Department for prompt and equitable disposition of any grievance at the lowest organizational level possible under procedures of maximum informality and flexibility. Therefore, an employee shall have the right to present any matter of personal concern to his immediate supervisor for adjustment without the necessity of the intervention of the Union, as long as such adjustment is not inconsistent with the terms of this Agreement, provided, however, that the Local Union Steward shall be advised of the existence of such matter of personal concern and, with the approval of the employee, will be given an opportunity to be present as an observer; during discussions between the employee and his supervisor to resolve the problem. All other problems defined as grievances, shall be processed in accordance with the following procedures:

A. Grievance Defined

A grievance shall be defined herein as a complaint between the Town and the Union or an employee alleging a specific and direct violation of a specific provision of this agreement.

B. Grievance Steps

Step 1: The grievance shall be presented in writing to the Police Chief within twenty (20) days of the occurrence of the event giving rise to the grievance. The grievance shall contain:

- a. name and classification of employee
- b. nature of the grievance and contract provisions involved
- c. steps taken to resolve the grievance informally
- d. requested remedy
- e. signature of the employee or employees involved

The Police Chief shall give his answer in writing within twenty (20) days of receipt of the grievance. *Should the Police Chief or the Board of Selectmen fail to answer a grievance within the time limit set forth in any given step of the grievance procedure, the grievance shall be deemed to be denied at that step and the Union or, where applicable the employee, shall have the right to move the grievance to the next step of the grievance procedure.*

Step 2: If either the employee or the Union is not satisfied with the answer given by the Police Chief, the grievance may be submitted to the Board of Selectmen not later than twenty (20) days after the date on which the answer was given by the Police Chief. The Board of Selectmen shall give their answer in writing not later than twenty (20) days after the submission of the grievance by the employee or Union.

C. Arbitration

If the grievance is not resolved by the answer of the Board of Selectmen as provided above, either party, may within twenty (20) days after such answer, upon written notice given to the other party, submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association, or the State Board of Conciliation and Arbitration.

No dispute or controversy shall be a subject for arbitration unless it involves an alleged specific or direct violation of expressed language of a specific provision of this Agreement.

The parties are agreed that no restrictions are intended on the rights and powers of the Town except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings. ***The arbitrator shall not have the authority to add to, subtract from or alter any provision of the Agreement.***

- D. Any disciplinary action or measure imposed upon an employee may be processed as a grievance by the employee. If an employee is reprimanded it shall be done in a manner that will not embarrass the employee before other employees or the public. ***Verbal reprimands may not be grieved past the level of the Board of Selectmen.***
- E. In the event of arbitration, the decision of the arbitrator shall be final and binding upon the parties hereto, however, no money shall be obligated or paid pursuant to an arbitration decision until appropriated by Town Meeting.
- F. The expense of the arbitrator's services and the proceedings shall be borne equally by the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made and make copies available to the other party. Each party shall pay the cost of the verbatim transcript, which it orders and receives. The parties shall share the cost of the copy provided to the arbitrator.
- G. A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Article 9: Compensation and Paid Fringes

All benefits presently enjoyed by and responsibilities due from the employees within the bargaining unit under the by-laws of the Town pertaining to personnel which are not inconsistent with any term of this Agreement and which are not otherwise changed by this Agreement shall be continued.

Article 10: Compensation

A. Rate of Pay/Weekly

	July 1, 2004	July 1, 2005	July 1, 2006
Communication Specialist	\$663.21	\$679.79	\$696.78
Comm. Spec. Supervisor	\$762.68	\$781.75	\$801.29
Patrolman, Base Rate	\$665.37	\$682.00	\$699.05
Patrolman (1)	\$792.91	\$812.73	\$833.05
Patrolman (2)	\$881.44	\$903.48	\$926.07
Sergeant	\$1013.64	\$1038.98	\$1064.96
Lieutenant	\$1165.68	\$1194.82	\$1224.69

1. Police Officers after serving one year and after successful completion of the Police Academy receive patrolman (1) rate.
2. Police Officers after serving two years receive patrolman (2) rate.
3. Any money paid to any employee other than the base rates of pay listed above shall have included with the pay check a separate slip of paper which shall contain the following information
 - a. The source of money, (extra detail, overtime, court time, etc.)
If the money is not from the Town, the name of the company or individual paying the money shall be included.
 - b. The date or dates that the money was earned.
 - c. The number of hours worked or the days or hours of court time.
4. Any travel requiring the use of the employee's personal vehicle shall be reimbursed for each mile traveled at a rate of \$0.34 ½ per mile in addition to any parking, toll and fees paid by the employee as stated in the Internal Revenue Service regulations. The rate will be adjusted at the beginning of each fiscal year (July 1) never to decrease.
5. Whenever a member of the bargaining unit permanently leaves the Department, all pay due the employee shall be paid at the established rate of pay for that time. Said monies shall be paid to the individual or in case of his/her death to his/her estate.

B. Longevity

Longevity qualification time will be determined from original date of appointment as full time employee, covered by this agreement. The differential will be unconditionally granted to employees at rates reflective of time in, beginning at

completion of 5 years of service. The rates set forth below will be divided by 52 and paid with wages on a weekly basis. Rates as follows:

10 Years - \$1697	15 Years - \$2546
20 Years - \$3399	25 Years - \$4244

Employees eligible for educational incentive payments pursuant to the following paragraph below ("Quinn Bill") will not receive longevity payments. Employees receiving a five (5) year 2% longevity payment as of 6/30/98 will continue to receive said payment at the FY98 rate notwithstanding its deletion from the contract.

C. Educational Incentive

1. "Quinn Bill"

- a. Any employee hired after July 1, 1998 must qualify under s.108L in order to receive educational incentive payments.
- b. Employees who qualify for payments under s.108L, will be paid yearly in two equal installments, one on the second pay period in December and one on the second pay period in June.
- c. Thereafter, the Town of Tyngsborough shall deduct from the payment made to each eligible officer, the pro-rata amount, if any, by which the Commonwealth's reimbursement to the Town pursuant to s.108L has fallen short of the statutory fifty (50%) percent during the most recent fiscal year for which such reimbursement has been received by the Town.
- d. In the event that the town makes such deductions, it is agreed that the individual officers and the union are deemed to have authorized such deductions.
- e. The Massachusetts Board of Higher Education requires that all transcripts needed for an officer to receive Quinn Bill benefits must be submitted by September 1. To meet this deadline, it shall be the responsibility of each officer to present all the required documentation to the Chief of Police or his designee on or before August 21. Any employee failing to meet this requirement will not receive this incentive until the following fiscal year. No employee will be eligible for Quinn Benefits until certified by the Massachusetts Board of Higher Education.
- f. If an employee is working towards a degree and expects to receive that degree by September 1, he/she must provide the Chief with written notification of this fact no later than December 31.

D. Shift Differentials

For each full or partial night shift worked a differential shall be paid at a rate above the base pay as follows:

	July 1, 2004	July 1, 2005
Communication Specialist	\$1.22 /hour	\$1.37 /hour
Patrolman	\$1.30 /hour	\$1.40 /hour
Sergeant	\$1.35 /hour	\$1.45 /hour
Lieutenant	\$1.40 /hour	\$1.50 /hour

Shift differential is not to be included in the calculation of other wage items.

E. Pre-tax Payment of Health Premiums

The Town shall make available to the union members a so-called section 125 plan under which health insurance premiums will be paid in pre-tax dollars

F. Specialty Rates

1. Specialty rates shall be established for the following:

Effective July 1, 2005 Detectives - \$40 per week

Article 11: Overtime

Overtime will accrue after eight (8) hours has been worked on a given day or for more than eight (8) hours worked consecutively. Overtime shall be available according to seniority on a rotating basis. Overtime will not be denied to regular permanent officers. Employees may work double shifts upon prior approval of the Chief of Police or his designee.

For the purposes of calculating overtime, the D.A.R.E. Officer, Department Community Policing/Crime Prevention Officer, Court Prosecutor and Officers assigned full-time to the Detective Bureau will work a forty (40) hour week, but the overtime rate will be calculated on a thirty-seven and a half (37.5) hour week to keep overtime consistent with patrol officers.

The overtime rate shall be time and one-half (1 ½) the base hourly rate in effect at the time said overtime is worked.

Article 12: Hours of Work

A. Schedule

Each employee covered by this agreement, with the exception of the D.A.R.E. Officer, Department Community Policing/Crime Prevention Officer, Detective(s), and Court Prosecutor, will work four (4) consecutive days on and will have the next two (2) consecutive days off. Notwithstanding the preceding sentence, the hourly wage for dispatchers will continue to be calculated in the same manner as prior to the dispatchers switching to a 4 and 2 schedule.

The Court Prosecutor will work five (5) consecutive days on (Monday – Friday) and have two (2) consecutive days off, as dictated by the work schedule of the court.

The D.A.R.E. Officer shall work five (5) consecutive days on (Monday – Friday) and have two (2) consecutive days off as dictated by the school schedule.

The Department Community Policing/Crime Prevention Officer will work five (5) consecutive days on (Monday – Friday) and have two (2) days off as dictated by the work schedule of the Court.

Detective(s) will work five (5) consecutive days on (Monday – Friday) and have two (2) days off as dictated by the work schedule of the Court.

All work performed when an employee is not on his regular tour of duty will be paid overtime as defined in Article 11. The work week will consist of an average of thirty-seven and a half (37.5) hours for the purposes of computing hourly wage and overtime pay for employees working a four (4) on and two (2) off schedule.

B. Shift Bidding

1. Shifts in the uniform patrol division and the communication specialist division shall be bid every year, no later than February 1 to take effect on July 1 with the posting of the shifts to be no later than February 15. Preference shall be given on the basis of seniority, as defined in Article 29, subject to Chief's right to limit the number of relatively inexperienced officers assigned to one shift or to override seniority for a bona fide operational reason which he shall specify in writing to the union and the members effected.
2. When vacancies occur in shifts in the period between shift bids, for any reason, the Chief shall decide whether to fill such vacancy by re-assignment. If so, the vacancy shall first be offered to volunteers (seniority to prevail). Failing a volunteer, the Chief may then reassign an officer, ordinarily, the

junior officer. The Chief shall submit in writing this shift assignment to the union members as soon as practical.

3. Nothing in this article shall impair the right of the Chief to determine the number, classification, and rank of employees assigned to each shift nor impairs his right to alter said determination in his discretion. This article does not apply to the selection of employees for any special assignments, which shall remain in the discretion of the Chief. Nothing in this paragraph shall act so as to restrict the ability of the Chief of Police to assign the Communication Specialist Supervisor to such shifts as the Chief determines are appropriate.

4. The Town shall bear no additional wages caused by shift bidding, unless the re-assignment is ordered by the Chief.

C. Shift Swaps

Each member of the bargaining unit will be allowed to exchange an unlimited number of shifts with other bargaining unit members of equal rank subject to the following conditions:

1. Notice of a proposed shift exchange will be given to the Chief of Police or his designee at least twenty-four (24) hours in advance of the proposed exchange. This provision may be waived by the Chief or his designee.
2. All proposed shift exchanges are subject to the prior approval of the Chief of Police or his designee.

D. Compensatory Time

1. All members of the bargaining will have the right accumulate compensatory time off in lieu of monetary overtime compensation. Compensatory time will be credited at the rate of 1.5 hours of compensatory time for each hour of overtime worked. No employee may accumulate more than forty (40) hours of compensatory time. Nor more than forty (40) hours of compensatory time off may be carried over in the fiscal year after it is accrued. Upon termination of employment, members of the bargaining unit will be paid for not more than forty (40) hours of unused accumulated compensatory time off.
Effective July 1, 2005, increase compensatory time accumulation to fifty (50) hours.
2. Subject to the following conditions, employees who have accrued compensatory time off shall be permitted to use such time off within a reasonable period of time after making the request:
 - a. No compensatory time off may be used without the prior approval of the Chief of Police or his designee;

- b. Compensatory time off may not be used if such usage will result in added expense to the Town, including, but not limited to the payment of overtime compensation to an employee who is required to cover for another employee who is using compensatory time off.

Article 13: Call-in-Pay

Employees not on duty who are recalled to work after their regularly scheduled time shall be paid time and one-half (1 ½) for a minimum of three (3) hours.

Article 14: Health and Safety

- A. It shall be the policy of the Town and the Union to promote the health and safety of employees covered by this Agreement by adherence to the rules for prevention of accidents.
- B. A committee of not more than three (3) Union members within the bargaining unit may meet monthly with the Police Chief and such other persons as either party may desire to be present. Such meetings are to be held at a mutually and convenient time and place. Matters to be discussed shall be of an informal nature but an announced agenda shall be published prior to the meeting.

Article 15: Health and Welfare

The Town agrees to continue its present health and welfare plan for the benefit of members of this unit. **HMO health insurance contribution rates will be a 70/30-employer/employee split for bargaining unit members hired on or after July 1, 2005. If other Town-side unions (DPW, Mid-Management, or Clerical) do not agree to a similar 70/30 split for new employees prior to July 1, 2005, the Town agrees to re-open the contract for the purpose of negotiating this provision.**

Article 16: Work Clothes and Equipment

Each member of the bargaining unit shall receive an annual clothing allowance as listed below:

Patrolmen, Sergeants and Lieutenants:

July 1, 2004 - \$900 July 1, 2005 - \$1000 July 1, 2006 - \$1000

Communication Specialist:

July 1, 2004 - \$750 July 1, 2005 - \$850 July 1, 2006 - \$850

Effective July 1, 1992, employees required to carry firearms will be entitled to an additional \$100, to be used solely for ammunition to be fired yearly for the purpose of maintaining firearm proficiency not for firearms qualifications or other department required events.

Effective July 1, 1994, employees with the rank of Patrolman, Sergeant and Lieutenant shall be supplied so-called "soft body" armor at the expense of the town. Each member of the bargaining unit shall have his/her "soft body armor" replaced with "soft body armor" of equal or greater standards after five (5) years from the date of issue, the cost of this replacement shall be made at the sole expense of the Town of Tyngsborough.

"Soft body armor" damaged in the course of an officers duties will be replaced at the sole expense of the Town of Tyngsborough with "soft body armor" of equal or greater standards.

A list of employees showing their individual clothing allowance and monthly deductions there from shall be maintained by the Chief of Police or his representative and shall be posted on the station bulletin board.

Any member of the bargaining unit with unused clothing allowance monies remaining at the end of a fiscal year will be paid said monies prior to July 15 of the following fiscal year in a separate check. Unit members who elect to have the Town retain their entire clothing allowance until the end of the fiscal year may direct that payments be made to vendors of their choosing. Additionally, any officers who make said election will have uniforms and equipment damaged in the performance of their official duties repaired or replaced at the sole expense of the Town to the extent that any unused portion of their uniform allowance available at the time said damage occurs fails to cover such repair or replacement.

Article 17: Vacation

Vacation will be granted in accordance with the existing and applicable By-Laws of the Town and in accordance with applicable sections of Massachusetts General Laws, Chapter 41. Vacations must be taken in the year in which they are due and shall not accumulate from year to year. In order to prevent problems with seniority, any employee entitled to and desiring a vacation between July 1 and Labor Day of any year must file with the Chief of Police a request for leave by March 1. Any employee failing to do this shall lose his/her seniority rights to vacation during that period of time. The approved vacation schedule shall be posted on or before May 15 of each year. Vacation requests are subject to the approval of the Chief of Police or his designee, which approval shall not be unreasonably withheld.

Vacation requests for the day after Labor Day through the remainder of the fiscal year (the following June 30) that are received between January 1 and February 28 will be approved per seniority. Requests made after February 28 will be approved on a "first received, first approved" basis.

Employees unable to take their scheduled vacations due to sickness or injury will be allowed to reschedule their vacations, but not so as to interfere with the established schedule. Advance payments for vacations shall be in accordance with M.G.L., Chapter 44, Section 65.

Vacation shall not be taken in units of less than one (1) day. Single days may only be taken with no less than one (1) day's notice to the officers immediate supervisor in the chain of command, or with the approval of the Chief or his designee.

The Town shall grant seven (7) working days off from duty for each week of vacation provided the employee. Vacations shall be provided as follows:

After six (6) months, one day per month up to ten (10) days.

One (1) year but less than five (5) years, fourteen (14) working days.

Five (5) years but less than ten (10) years, 21 working days.

Ten (10) years but less than fifteen (15) years, 28 working days.

After fifteen (15) years, thirty-five (35) working days.

Every employee shall be entitled to three (3) personal days per year. Personal days will not be accumulative year to year.

Any employee who has fourteen (14) accumulated vacation days may take payment for seven (7) of said accumulated days in any fiscal year in lieu of taking time off. This option may only be used once in any fiscal year, and the request may not be for less than seven (7) days pay.

Article 18: Extra Paid Details

The following provisions shall confirm the assignment of extra duty details for police officers where the detail is to be paid by an outside individual, group, corporation, organization or municipal department:

- A. All extra paid details shall be offered first to all members of the bargaining unit who signify in writing their desire to accept extra duty police detail. A current file of names will be maintained at the police headquarters. It is understood that the first obligation of police officers is to fill all vacancies in the regular tours of duty.

Exchanging of extra duty police details by the employees may be made if a superior officer, assigning said details, makes the reassignment.

- B. All assignments to extra duty police details and mailing of bills shall be made by a superior officer designated by and responsible to the Chief of Police or the Chief's designee. All details will be distributed fairly and equitably as to the number of details type and compensation. A police officer committed to his regular tour of duty is not eligible for extra duty details, but he would maintain his name on the list. Police officers shall be given the maximum possible advanced notice of detail assignments.
- C. All assigned details will be posted on a chart and available to police officers.
- D. Any employees who perform a detail not officially assigned by such superior officer and recorded and reported, as required by this agreement, will not be protected by the provisions of the Massachusetts General Laws, Chapter 41, Section 100, and as amended. Therefore, there will be no extra duty detail performed unless he has been officially assigned pursuant to this agreement.
- E. The extra duty police detail callback roster shall be posted.
- F. All Police detail assignments for a minimum of four (4) hours shall be made when the person, firm, corporation, Town of Tyngsborough or entity of governmental agency, requesting or required to have such detail, has agreed to pay the rate of time and a half (1 ½) the top sergeants hourly wage (as set forth in this agreement minus Quinn Bill payments) to the officer and shall not decrease from year to year.
- G. Employees who report for work shall receive not less than four (4) consecutive hours pay. Employees who work road/utility details shall be paid in four (4) hour blocks, example: details in excess of four (4) hours will be guaranteed eight (8) hours pay. Employees who work road/utility details, in excess eight (8) hours, will be paid on an hourly basis, and any portion of an hour shall be considered the full hour.
- All hours worked in excess of eight (8) hours shall be paid at the rate of time and a half (1 ½).
- The four (4) hour minimum shall be paid in case of cancellation by the party requesting, unless the employee is notified at least two (2) hours in advance.
- H. The Board of Selectmen agrees to establish a revolving account with a minimum of \$10,000.00 for the purpose of weekly payment of wages for all extra duty assignments.
- I. Full-time communication specialists hired prior to July 1, 1992 and who are appointed as Special Police Officers, shall be eligible for extra paid details. These employees shall fall at the bottom of the seniority list for the purpose of

detail assignment. Full time communication specialists hired after July 1, 1992 shall not be included in the extra paid detail assignments.

- J. The Chief of Police reserves the right to prioritize detail assignments and decide which detail(s) shall be first assigned and which detail(s) if any, shall be left unfilled if there are insufficient employees available to work all such details and/or a public safety emergency exists.
- K. Strike Duty: Members of the bargaining unit shall be compensated at two (2) times the regular detail rate for details at any labor dispute when, in the judgment of the Chief of Police, the dispute is likely to be confrontational.

Article 19: Court Time

Court time spent at any courts shall be paid as follows:

Minimum of four (4) hours pay shall be paid to any member of the bargaining unit, who in the performance of his/her duties is required to appear other than in Cambridge, Boston or any location more distance from Tyngsborough in air miles than Middlesex Superior Court (Cambridge, MA) for which a minimum of five (5) hours shall be paid. All time spent in Court over the minimum shall be paid to the nearest hour. All court time shall be paid at time and a half (1 ½).

The above is in accordance with Massachusetts General Laws, Chapter 262, Section 53C.

Court time earned shall be paid to employees on the following weeks payroll.

Article 20: Holidays

Employees in the bargaining unit shall be entitled to the following holidays:

New Year's Day (January 1)	Washington's Birthday	Patriot's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day	Martin Luther King Day	
National Police Memorial Day		

Holiday pay shall be computed on the employee's hourly rate based on the employee's base pay, i.e.: Thirty-seven and a half (37.5) hour or forty (40) hour work week. These holidays shall be paid annually in a lump sum for all holidays on the first payday in December, except December 25, which shall be paid in the pay week.

Employees whose regular shift assignment requires them to work any of the above holidays shall be paid at the rate of time and a half (1 ½) their regular base rate of pay for

that specific holiday worked. That additional half time (1/2) shall be included in the employees next pay period.

Article 21: Union Business

The Town agrees the Union officers who wish to swap shifts with other police officers in order to absent themselves from the department to conduct union business may be allowed to do so upon written notice, given to the Police Chief and with his permission.

Members of the negotiation team shall be granted time-off to conduct collective bargaining without the loss of benefits or compensation. The request must be given to the Chief of Police in writing with at least twenty-four (24) hours notice.

Article 22: Injured Leave

- A. Employees claiming paid injured leave under M.G.L., Chapter 41, Section 111F, shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:
1. Provide affirmative evidence of incapacity for duty because of injury sustained in the performance of his duty without fault of his own.
 2. Notify the Police Chief of any material change in medical condition, including, but not limited to, hospitalization; provide a written release of all relevant medical records concerning an illness or injury for which benefits are claimed, or, when the employee is sent to a Town-designated physician for evaluation of fitness for duty, to release such medical records as are relevant to an evaluation of the employees current fitness for duty. The Town shall pay the cost of examinations it initiates under this provision.
 3. Assign all insurance payments from town policies to the town.
- B. Vacation leave and sick leave shall not accrue after any period of three (3) consecutive calendar months in which the employee is on injured leave. For the purpose of this section, any return to work for less than four (4) consecutive days during the three (3) month period shall not constitute a break in the employee's "injured leave" status.
- C. Nothing in this Agreement shall act so as to prevent any officer who has been injured and/or who is sick from voluntarily agreeing with the Chief of Police to return to work in a limited duty capacity for a period not to exceed ninety (90) days.

Article 23: Resolution of Differences by Peaceful Means

The Union and the Town agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union and employees within the bargaining unit both individual and collectively in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it will not authorize, cause, instigate, sanction or condone or any concerted refusal to perform normal work duties on the part of any employee or group of employees covered by this Agreement.

Notwithstanding Chapter 1078 of the Act and Resolves of 1973, the Town may, in addition to filing a petition with the State Labor Relations Commission, petition the Court for an injunction and seek any other appropriate legal remedies.

Article 24: Bulletin Boards

The Town shall provide bulletin board space for union notices concerning union business and activities in the Police Station. Parties to this Agreement, both of who may use the bulletin boards for notices of a routine nature, agree that it would be improper to post political, denunciatory or inflammatory written or pictorial materials in such bulletin boards.

Article 25: Sick Leave

Each employee shall earn and accrue fifteen (15) days of sick leave per year, at the rate of one and a quarter (1 ¼) days per month. Unused sick leave days per year may be accumulated from year to year up to a maximum of one hundred and fifty (150) days.

All members of the bargaining unit will be allowed to use one (1) sick day per year as family sick time. These days will not count against any other provisions of the agreement. Family members will be defined as spouse, children, any family member living at the same residence for more than six (6) months.

Upon notification to the Town by the County Retirement Board that an employee has retired, or upon the death of an employee, the employee, or any person designated by the employee as his/her beneficiary in the event of his/her death, shall be reimbursed for the unused accumulated sick leave up to a maximum of one hundred and fifty (150) days. For the first one hundred and twenty (120) days, each day of sick leave will be equivalent to the hourly rate times eight (8) hours of work at the time of retirement/death. For the remaining thirty (30) days, each day of sick leave will be equivalent to the hourly rate times four (4) hours of work at the time of retirement/death. In the event of death, said reimbursement will be made directly to the employees designated beneficiary, and will not be treated as part of his/her estate.

A retiring employee shall have the option of receiving his/her cash payment on the date of notification as set forth above in one payment or two equal payments. The first payment shall be made forthwith upon notification to the Town by the County Retirement Board that the employee has retired, and if the employee so elects, the second such payment shall be made on the date of the first payday falling after January 5 of the following year.

In cases of suspected abuse, the Chief may require a doctor's certificate from the employee.

In cases where an employee is absent for three (3) or more consecutive workdays, the Chief may require a doctor's certificate from the employee.

The Chief of Police or his/her designee will review the attendance of each employee at the end of each fiscal year. If in the course of reviewing an employee's attendance, the Chief of Police determines that there are attendance issues with respect to said employee such as using sick leave as soon as it is earned, and/or has had more than five (5) occurrences of sick leave use during the fiscal year, the Chief will implement the following steps:

- A. The Chief or his designee will meet with the employee to discuss the employee's attendance. In the event that misuse of sick leave is found at that time a verbal warning (a record of which will be retained by the Chief in the employee's permanent personnel file) shall be given to the employee. For the next six (6) months, the employee may be required to submit a doctor's certificate for each subsequent occurrence of sick leave upon returning to work. In the event that there has been no reoccurrences of abuse issues during said six (6) month period, the record of the verbal warning will be destroyed, and the requirement of the doctor's note will be lifted.
- B. Should the abuse issues reoccur during the six (6) month period after said initial meeting, the employee will be issued a written warning that there are attendance issues, as defined above, with his/her attendance. Said notice will identify the basis for such concerns. This notification will be retained by the Chief until the end of the fiscal year. If there are no further attendance issues, as defined above, within said fiscal year, the notification will not be placed in the employee's personnel file, and no further action will be taken. The Chief will meet with the employee to discuss attendance issues, which gave rise to said notification.
- C. Once the employee has been notified, pursuant to paragraph B, the Chief will personally review the employee's sick leave usage every month during the next fiscal year

An occurrence is defined as any absence using one or more consecutive days of sick leave regardless of duration.

In the event said reviews continue to disclose abuse issues, as defined above, with respect to said employee, both the record of the written warning, and the record of the oral warning shall become a part of the employee's personnel file. Additionally, the Chief may take further disciplinary action against said employee.

In the event that the first occurrence of attendance issues as hereinbefore set forth are determined to be the result of alcohol or other substance abuse, the employee will be permitted to follow a treatment program as recommended by a recognized professional in lieu of the implementation of the process as set forth above. Any subsequent reoccurrences of attendance issues will be handled in strict accordance with the provisions set forth above.

Any employee who has used one (1) sick day or less in a fiscal year will be granted two (2) additional **personal** days in the following fiscal year. Any employee who has used not more than two (2) sick days in a fiscal year will be granted one (1) additional **personal** day in the following fiscal year. **Personal days** earned pursuant to this paragraph is earned for one (1) year only, and employees must qualify for such additional days on an annual basis.

Sick Leave Bank

- A. A Sick Leave Bank will be established for use by qualified bargaining unit members whose sick leave accumulation is exhausted through prolonged illness and who require additional leave to recover from an extended illness.
- B. Each member of the bargaining unit, upon the accumulation of fifteen (15) sick days, becomes eligible for membership in the Sick Leave Bank. They then will contribute five (5) sick days initially and one (1) sick day each succeeding year. In the event that the accumulation of bank days fall below two hundred (200) days, members shall contribute additional days as deemed necessary by the Sick Leave Bank Committee.
- C. Any Sick Leave Bank days remaining in the bank at the end of the fiscal year shall be carried over to successive fiscal years.
- D. A Sick Leave Bank Committee consisting of two (2) members appointed by the Union and two (2) members designated by the Board of Selectmen shall administer the Sick Leave Bank. The Chief of Police will serve as an ex-officio (non-voting) member of the Committee. In the event of a tie decision of the Committee, the Chair of the Board of Selectmen shall cast the tie-breaking vote.
- E. Application for benefits shall be made in writing to the Sick Leave Bank Committee prior to the point at which the employee's sick leave is exhausted as hereinbefore provided, and shall be accompanied by a doctor's certificate

as to the need for and anticipated extent of extended recovery time from the illness.

- F. A prolonged illness will be construed to be one, which causes the employee to be absent from work twenty (20) consecutive workdays. Recurrence of an illness must be diagnosed by the doctor as being related and/or a continuation of the original illness. Under this provision, the twenty (20) prolonged illness days may be waived.
- G. If a member's sick days are exhausted because of a prolonged illness, any additional days needed for other illnesses will be considered on an individual basis provided a doctor has certified the need for such days.
- H. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.
- I. Additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
- J. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:
 - 1. Medical evidence of serious extended illness.
 - 2. Prior utilization of eligible sick leave.
 - 3. Seniority

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

- K. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other bargaining unit members.
- L. **For each occurrence qualified members of the Sick Leave Bank who use less than ten (10) days will not have to pay these days back to the Sick Leave Bank. Members who use more than ten (10) days from the Sick Leave Bank will be required to pay these days back at the rate of four (4) days per year.**
- M. **Use of this Article does not prevent the Town or the Union from filing a retirement application under Chapter 32.**

Article 26: Bereavement and Funeral Leave

- A. All unit members shall be granted bereavement leave.
- B. Such leave shall not be charged as sick, vacation, or personal time.
- C. The employee shall be granted four (4) paid working days without loss of pay or benefits for the loss of: mother, father, spouse, or child of the employee or the employee's significant other.

D. The employee shall be granted three (3) paid working days off without loss of pay or benefits for the loss of: grandparent, grandchild, brother, sister, mother/father-in-law of the employee or the employee's spouse and any other relative residing with the employee and the death of any person for whom the employee is responsible for making funeral arrangements.

E. The employee shall be granted one (1) paid working day without loss of pay or benefits for the loss of: brother/sister-in-law, aunt, uncle, niece, nephew, cousin and all other relatives of the employee or of the employee's spouse.

F. There shall be no distinction of foster, step or half-relatives in the granting leave under this section.

Article 27: Training

An employee who is required by the Town to attend any school course of instruction or training session of any kind, except the police academy or other course of instruction which is a condition of employment, or act as an instructor therein while not on duty in pay status shall be paid for such time spent at the rate of time and a half (1 ½) the employee's applicable hourly rate.

Article 28: Performance Evaluation

Each employee attached to the Police Department Bargaining Unit will be evaluated quarterly, except as hereinafter set forth. Probationary employees and employees who fail their quarterly evaluations will be evaluated monthly. The Chief of Police may, in his sole discretion, waive quarterly evaluations for any employee, provided each employee is evaluated at least once per year.

Standard "Performance Evaluation" forms shall be used for this purpose.

The employee shall be given a copy of said performance evaluation and may appeal the evaluation for any legitimate reason.

An Appeals Committee shall be set up consisting of four (4) persons; one (1) person designated by the Board of Selectmen; two (2) persons designated by the Union Membership, one (1) person designated by the Police Chief. This committee shall take into consideration any complaints regarding performance evaluation and act on same, submitting a report to the Board of Selectmen and Police Chief.

Performance evaluations shall be used as a basis for future promotions or assignments; as a record which would become part of an officer's record; and for training purposes through corrective action.

Article 29: Seniority

Seniority shall be established as follows:

A. Effective July 1, 1998, all new employees seniority shall be determined as follows:

1. Date of appointment to full time status.
2. If more than one employee is appointed on the same date, the seniority date shall be determined as follows:
 - i. Past time in service with the Tyngsborough Police Department;
 - ii. Graduation date from an academy for full time police officers;
 - iii. If i and ii are the same, the higher score of the police academy grade shall be used to determine placement in seniority;
 - iv. If i, ii and iii are the same, then a lottery mutually agreed upon by the Town and the Union will determine seniority.

B. Superior Officers' seniority shall be established as follows:

1. Date of Rank.
2. If more than one employee is promoted to the same rank on the same date, the higher score/grade shall be used to determine seniority.
3. If the scores/grades are the same, past time in paid service with the Tyngsborough Police Department shall determine seniority.
4. If items 1,2 and 3 are the same, then a lottery mutually agreed upon by the Town and the Union will determine seniority.

In accordance with Article 29, seniority shall be as follows for current members of the Union:

Patrol Personnel

1. John Georges
2. Thomas Walsh
3. Steven Manning
4. Stephen Georges
5. Andrew Ray
6. Cindy Weeks
7. Daniel Smith
8. Michael Miceli
9. Chris Rider
10. Charles Melanson
11. Ronald Goulet
12. Charles Rubino
13. Shaun Woods

Sergeant

1. Chuck Chronopoulos
2. Joe Piviorotto
3. John Manning
4. Chris Chronopoulos
5. Richard Howe
6. Mark Bourque
7. Bryan Nasworthy
8. Shaun Wagner

Comm Specialists

1. John Martin
2. Robert Gray
3. Glenna Greenslade
4. Kenneth Healy
5. Patrick Timmins
6. Michael Cassella

- C. Union members being laid off due to lack of work or lack of funding of a position shall be relieved of duty as follows:
1. The Union member affected shall be laid off using the established seniority list on a last-in, first-out basis.
 2. Before any union member is laid off, all union positions or shifts being filled by non-union members will be filled by union members.
 3. Furthermore, if any position is cut the affected union member will be given the opportunity to accept the layoff or take a lesser paying position, i.e. sergeant to patrolman, patrolman to communication specialist, etc., whichever is his or her choice.
 4. All laid off union members will be rehired on a last-out, first-in basis, for a two (2) year period before any new employees are hired.
- D. All newly hired and/or promoted employees shall be considered probationary employees until they complete a probationary period of six (6) months from the date of their promotion or, in the case of new hires, from the date of their completion of the full time police academy. During the probationary period, the employment of newly hired officers may be terminated at the discretion of the Chief of Police at any time. In cases of promotion, the Chief of Police may at his discretion, return the probationary employee to his previous position in the Tyngsborough Police Department.

Article 30: Duration of Agreement

A. Term

This agreement shall become effective July 1, 2004 until June 30, 2007 and shall remain in force and effect until a new contract is agreed upon, and from year to year thereafter unless any portion hereof, which by law requires Town Meeting action, shall not become effective until such action.

B. Termination or Modification

Should either party desire to modify or terminate this Agreement at the end of the period specified above, notice of such modification or termination must be sent to the other party by certified U.S. Mail at least thirty (30) days prior to said termination date.

C. Validity

The validity of any provisions whether judicially declared or otherwise shall not effect the remaining portions of the Agreement.

Article 31: Stability of Agreement

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

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

Article 32: Service Credit

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

For the Town of Tyngsborough
Tyngsborough Board of Selectmen

For the Union