THE TOWN OF BELCHERTOWN, MASSACHUSETTS

and

POLICE LOCAL 3470- AFSCME COUNCIL #93

July 1, 2018- June 30, 2021
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>INDEX</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RECOGNITION</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>UNION DUES</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>AGENCY SERVICE FEE</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>UNION REPRESENTATIVES</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>LABOR-MANAGEMENT MEETINGS</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>MANAGEMENT RIGHTS</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>SAVINGS AND WAIVER</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>WORK RULES</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>STRIKES AND LOCKOUTS</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>SAFETY CODE COMMITTEE</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>11</td>
<td>APPOINTMENTS</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>12</td>
<td>PROMOTION</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>13</td>
<td>DISCHARGE, DEMOTION, DISCIPLINARY ACTION</td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>14</td>
<td>GRIEVANCE PROCEDURE</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>15</td>
<td>SENIORITY AND SENIORITY RIGHTS</td>
<td></td>
<td>11</td>
</tr>
<tr>
<td>16</td>
<td>HOURS OF WORK AND SHIFT ASSIGNMENT</td>
<td></td>
<td>12</td>
</tr>
<tr>
<td>16A</td>
<td>SHIFT SWAPS</td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>17</td>
<td>OVERTIME</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>TITLE</td>
<td>PAGE</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>CALL TIME</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>MEAL PERIODS</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>BENEFIT ELIGIBILITY</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>VACATIONS</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>HOLIDAYS</td>
<td>19</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>SICK LEAVE</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>BEREAVEMENT LEAVE</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>PERSONAL LEAVE</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>COURT LEAVE</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>MATERNITY/ADOPTIVE LEAVE</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>MILITARY LEAVE</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>OTHER LEAVES</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>SUPPLEMENTAL BENEFITS</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>UNIFORM AND EQUIPMENT ALLOWANCE</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>PROBATIONARY PERIOD</td>
<td>26</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>OUTSIDE DETAILS</td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>33 ½</td>
<td>EXTRA-DUTY ASSIGNMENTS</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>NEW CLASSIFICATIONS</td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>PROFESSIONAL INDEMNITY</td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>ARTICLE</td>
<td>TITLE</td>
<td>PAGE</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>COURT PAY</td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>COMPENSATION</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>INCENTIVE PAY</td>
<td>32</td>
<td></td>
</tr>
<tr>
<td>38A</td>
<td>QUINN BILL</td>
<td>32</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>TRAINING</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td>39A</td>
<td>FIREARMS PROFICIENCY</td>
<td>34</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>CONDITIONS OF WORKING</td>
<td>34</td>
<td></td>
</tr>
<tr>
<td>40A</td>
<td>PERFORMANCE EVALUATIONS</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>GENERAL PROVISIONS</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>WORKING OUT OF CLASSIFICATION</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>43A</td>
<td>STABILITY OF AGREEMENT</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>43B</td>
<td>REDUCTION IN FORCE</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>43C</td>
<td>PHYSICAL FITNESS</td>
<td>38</td>
<td></td>
</tr>
<tr>
<td>43D</td>
<td>LIGHT DUTY</td>
<td>39</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>DURATION</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>OPENER CLAUSE</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>SPECIAL</td>
<td>aupt Eek</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARTICLE 1</td>
<td>LIEUTENANT</td>
<td>40</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE I
RECOGNITION

1.01. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing hours and other conditions of employment for all employees who are party to the bargaining unit of the Town of Belchertown as certified by the Massachusetts State Labor Commission on December 19, 1977, MCR-2614. The classifications covered under the terms of this contract include all permanent full-time and regular part-time police officers including sergeants, but excluding the Chief and lieutenant and all other members of the Department.

1.02. The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and it shall act, represent and negotiate and bargain collectively for all employees within the bargaining unit. It shall be responsible for representing the interests of such employees without discrimination and without regard to Union or non-union membership.

1.03. Pursuant to such representation the Employer will allow a unit member who serves on the bargaining committee the opportunity to attend any bargaining session with the Employer that may be scheduled during his regular hours of work with the provision that he notify the Chief twenty-four (24) hours in advance of the date and place of such absence for such purpose.

1.04. The bargaining agent for the Town specifically represents that it will in good faith seek from an appropriate Town Meeting or governing body the necessary appropriations and by-law changes necessary to accomplish the terms of this Agreement. It is understood by the parties that all provisions of this Agreement which require that necessary appropriations be made and authorized by the Town Meeting are subject to said authorization and conditional upon the granting of said authorization by the Town Meeting; and in the event that said necessary authorization is not given by the Town Meeting, said matters shall be returned to the parties for further bargaining without any obligation to conform to the earlier Agreement in their records.

1.05. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

1.06. When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. The designation of the job classification in which the position is established shall be at the sole discretion of the Employer. The Union shall have the right to bargain over the wage rate and hours of work for the position.
ARTICLE 2

UNION DUES

2.01. Employees of the bargaining unit may authorize payroll deductions for the purpose of paying Union dues. Any employee desiring to have Union dues deducted shall execute a written assignment in the form attached.

2.02. The Town agrees 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 form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had such dues deducted. Such remittance shall be made the third week of the succeeding month.

2.03. The Union will indemnify, defend, and hold the Town blameless against any and all claims made, and against any suit instituted against the Town arising out of deduction of money for Union Dues from an employee's pay.

ARTICLE 3

AGENCY SERVICE FEE

3.01. In accordance with Chapter 1078 of the Acts of 1973 (M.G.L.A. C.150E, s.12) effective thirty (30) days after the signing date of this Agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay to the Union an Agency Service Fee. Such fee shall be paid monthly and shall be commensurate with the cost of contract negotiations and administration, including the cost of grievance arbitration.

3.02. The Union will indemnify, defend, and hold the Town blameless against any and all claims made, and against any suit instituted against the Town on account of any check off of the Agency Fee provision.

3.03. The Union agrees to refund to the Town any amount paid to it in error on account of the check off and Agency Fee provision upon presentation of proper evidence thereof.

3.04. The Union certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

3.05. Authorization for payroll deductions for Agency Fee shall be made by the employee executing a written assignment in the form attached.
3.06. No action by the Town shall be considered against any employee of the bargaining unit for failure to meet his agency service fee obligations, unless and until the Union certifies in writing to the Town that said employee has not met the obligation imposed by this Article.

ARTICLE 4

UNION REPRESENTATIVES

4.01. A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

4.02. The above shall be granted reasonable time off during working hours to investigate and settle grievances. They shall first notify the Chief in advance of taking time off.

4.03. No more than two (2) hours per week will be granted for the above duties.

ARTICLE 5

LABOR-MANAGEMENT MEETINGS

5.01. The Union shall designate a standing committee of three (3) employees whose rates and conditions of employment are covered by this Agreement, which committee shall meet with the Board of Selectmen, or their designated representative, from time to time at the request of either party. Such meetings shall be held at the convenience of both parties, if possible within ten (10) days from the date upon which such request is received. This clause is not to be considered part of the grievance procedure hereinafter described.

ARTICLE 6

MANAGEMENT RIGHTS

6.01. The Town shall not be limited in any way in the exercise of the functions of municipal management or government, and the Town shall have retained and reserved unto itself, and without bargaining with the Union, all the powers, authority and prerogatives of municipal management of government including, but not limited to, the following:

(a) The operation and direction of the affairs of the department;

(b) the determination of the level of services to be provided;
(c) the direction, control, supervision and evaluation of the officers and sergeants, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation;

(d) the determination and interpretation of job descriptions;

(e) the planning, determination, direction and control of all the operations and services of the department;

(f) the increase, diminishment, change or discontinuation of operations in whole or in part;

(g) the institution of technological changes or the revising of the processes, systems or equipment, from time to time;

(h) the subcontracting of work;

(i) the alteration, addition or elimination of existing methods, equipment, facilities or programs;

(j) the determination of the location, organization, number and training of officers and sergeants of the department;

(k) the assignment and transfer of officers and sergeants;

(l) the scheduling and enforcement of working hours;

(m) the determination of what and whose duties need be performed;

(n) the assignment and requirement of overtime;

(o) the determination of whether employees (if any) in a classification are to be called into work at times other than their regular scheduled hours and the determination of the classification to be so called;

(p) the determination of whether goods should be made, leased, contracted or purchased on either a temporary or a permanent basis;

(q) the hiring, appointment, and promotion of officers and sergeants;

(r) the layoff of officers and sergeants due to lack of funds or of work;

(s) the relief of officers and sergeants—because of the incapacity to perform duties;
(t) the granting and scheduling of leaves, including placement on administrative leave;

(u) the making, implementation, amendment and enforcement of rules and regulations and operating and administrative procedures;

(v) the reorganization of the department in whole or in part;

(w) the appropriation of funds;

(x) the determination of employee competency;

(y) the conferring with employees regarding methods of operation;

(z) the creation and change of shifts, including the establishment, determination and change, from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts;

(aa) the assignment by the Chief of Police from time to time of officers and sergeants to shifts, including the change of shift assignments by the Chief of Police;

(bb) the ability to require the officers and sergeants to respond to a recall to duty;

(cc) the requiring of officers and sergeants to submit to and undergo alcohol and drug testing, subject to Supreme Judicial Court cases on drug testing;

(dd) the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Town;

(ee) the determination of the style, color, items and standards of the uniform worn or used by officers and sergeants;

(ff) the discipline, suspension, discharge or demotion of officers and sergeants;

(gg) the determination of employee classifications;

(hh) the right to send officers and sergeants for fitness for duty examinations to the extent permitted by law; except to the extent expressly abridged by a specific provision of this Agreement.

(ii) The Chief will have sole discretion if a part time officer shall be reappointed to a part time position based on performance, hours worked in fiscal year, and availability for shift coverage; this will not be subject to the grievance procedure.
6.02. Nothing in this Article shall be interpreted or deemed to limit or deny any rights of management provided the Town by law.

6.03. Notwithstanding any provision in this Agreement to the contrary, during an official emergency the Town shall have the right to take any action necessary to meet the emergency.

ARTICLE 7

SAVINGS AND WAIVER

7.01. Should any provision of this Agreement be found to be in violation of any Federal or State law by final decree of a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties will meet as soon as practicable for the purpose of renegotiating the provision or provisions affected to ensure compliance with the law. Any renegotiations shall be limited in scope to the provision(s) of this Agreement found to be in violation of the law.

7.02. The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE 8

WORK RULES

8.01. Subject to the provisions of this Agreement, the parties agree that the making of reasonable rules to assure an effective and orderly working of the Department is the right of the Town.

8.02. The Town agrees to request input from the Union before establishing new or modifying or amending existing work rules.

8.03. The Town agrees to furnish each member of the bargaining unit a copy of the existing work rules and a copy of any further changes or new rules.
ARTICLE 9

STRIKES AND LOCKOUTS

9.01. No lockout of employees shall be instituted by the Town during the term of this Agreement.

9.02. The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement will call, instigate, authorize, participate in or sanction any strike, work stoppage, slow down, sickout, picketing, sympathy strike or other withholding of services, including so-called work to rule, concerted refusal to perform overtime, or refusal to cross picket lines.

9.03. Violation of Section 9.02 or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement and shall be just cause for disciplinary action by the Town against a police officer, and such other action that the Town may deem appropriate.

9.04. If there is any violation of this Article by the Union or police officers, the Town may, in addition to the remedies under Chapter 150E of the General Laws of this Agreement, file independently an action in the appropriate court to enforce this Article.

This Article shall be in effect only during the term of the contract or any extension thereof.

ARTICLE 10

SAFETY CODE COMMITTEE

10.01. A Safety Committee composed of two (2) Representatives of the Union and two (2) Representatives of Management shall be appointed. Said Committee shall appoint its own Chairman and meet regularly to review safety practices. It may draw up safety recommendations which when approved by the Board of Selectmen or their designated representative, both parties to this Agreement agree to enforce.

ARTICLE 11

APPOINTMENTS

11.01. The Chief has the sole discretion to fill a vacancy for a full-time position; the Chief may choose to make the appointment from among the ranks of part-time officers or he may fill the full-time position by hiring an “already academy trained,” candidate from outside the department. An “already academy trained,” candidate shall be defined as a person who has
completed the Full-Time Massachusetts Police Academy held by and/or approved by the Municipal Police Training Committee.

11.02. In the event that no part-time officer is available to fill the full-time position, outside recruitment may be undertaken.

11.03. The Chief may require a psychological evaluation as a condition of employment and process of hiring any new employee regardless of rank. The professional giving the evaluation shall be selected by the Town; at the Town’s expense.

ARTICLE 12

PROMOTION

12.01. If the Town determines to make a permanent appointment to a vacancy in a rank above patrol officer, which is within the bargaining unit, the Town shall post a notice of said vacancy for two (2) weeks. The Town shall then follow the procedures set forth in this Article in making such appointment.

12.02. The promotional procedures shall be as follows:

1. Any member of the bargaining unit with more than three years of actual service in the rank of a full-time patrol officer may apply for the promotional position of sergeant; provided, however, any actual part-time service as a patrol officer of up to one year shall be counted towards the three year requirement.

2. After the closing of the application period, the Town shall schedule a written examination for all the applicants who meet the qualifications of paragraph 1. Said written examination shall be constructed by or shall be obtained from an independent person or entity and shall be scored by a neutral party.

3. Any applicant passing the written examination with a score of 70 shall be placed by the Town on a list of persons eligible to be considered for recommendation for promotion by the Chief. In the event the National average of test scores for the testing period is less than seventy percent (70%), the Chief may, at his sole discretion, waive the required score of seventy percent (70%) in determining a police officer's eligibility for recommendation for promotion and may establish a lower passing score.

4. The Chief shall interview all members on the eligible list and shall recommend a person from the list to the appointing authority for appointment to the promotional rank.

This provision shall not prevent the Chief from designating advisors, in his sole
discretion, to assist him in selecting a candidate for recommendation to the appointing authority, provided, however, that the Chief shall retain sole discretion on which candidate he will recommend to the appointing authority.

5. The appointing authority shall accept or reject the person recommended to them by the Chief. If the appointing authority rejects the recommended person, the Chief shall recommend another person from the eligible list to the appointing authority. The decision of the appointing authority shall be final, and not subject to the grievance and arbitration process.

6. If there is not more than one applicant for the position, the appointing authority may waive the written examination. If only one (1) applicant passes the examination, the Chief will call for another examination so as to establish an eligible list of two (2) or more candidates. The applicant who passed the first examination shall not be required to take the subsequent examination and shall be appointed provisionally until the subsequent examination has been scored and the new eligible list has been received by the Chief. The applicant who passed the first examination shall be included on the new list.

ARTICLE 13

DISCHARGE, DEMOTION, DISCIPLINARY ACTION

13.01. A permanent employee may only be discharged, demoted or disciplined for just cause. In the event a permanent employee is discharged, demoted, or disciplined, he shall be given a written statement of the reason(s) prior to such contemplated action.

13.02. The Town shall not suspend, demote, transfer or discharge any permanent employee without specific written reason and just cause. Any employee who is discharged by the Town shall be entitled to an informal hearing. The Union will be notified and the employee will be entitled to have a Union representative present at the informal hearing during which (a) the employee will be informed of the specific allegations; (b) the Town will present a summary of the evidence of the allegations; (c) the employee will be given an opportunity to respond to the allegations.

13.03. The Union shall have the right to take up the matter as a grievance at the second-step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

13.04. Any permanent employee found to be unjustly suspended or discharged shall be reinstated.
ARTICLE 14

GRIEVANCE PROCEDURE

14.01. A grievance shall be defined as an actual dispute arising as a result of the application or interpretation of the express terms of this Agreement, and shall be processed in the manner set forth in paragraph 14.02.

14.02. Procedure

Step 1. The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute informally with the Chief within (7) calendar days of the date of the grievance or his knowledge of the occurrence. The Chief shall attempt to adjust the matter within seven (7) calendar days after the date the grievance was discussed.

Step 2. If the matter has not been satisfactorily resolved or if the Chief has not given a verbal reply, the grievance may then be reduced to writing and presented to the Chief within seven (7) days after the date the decision in Step 1 was due. The Chief shall render his decision in writing within seven (7) days.

Step 3. If the grievance or dispute still remains unadjusted, it shall be presented to the Board of Selectmen in writing within seven (7) calendar days after the response from the Chief was received or due. The Board of Selectmen shall conduct a hearing on the matter within seven (7) days of receipt of the grievance and shall respond to the Steward and/or representative in writing within fifteen (15) calendar days.

Step 4. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Board of Selectmen is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an Arbitrator selected from a list of arbitrators, three (3) names submitted by the Town, three (3) names submitted by the Union. The arbitrator shall be chosen within seven (7) days after notice of arbitration has been given. If the parties fail to agree on an arbitrator from the list, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of said American Arbitration Association.

Step 5. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The decision of the arbitrator shall be limited to the specific point of difference submitted to him. The arbitrator shall have no power to add to, subtract from, modify, or amend any of the provisions of this Agreement. Grievances may be settled without precedent at any step of this procedure until the final issuance of a decision by the arbitrator.

14.03. The expense for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes
copies available without charge to the other party and to the arbitrator.

14.04. Grievances involving disciplinary action shall be processed beginning at the second (2nd) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employees.

If the matter grieved pursuant to this Article is a disciplinary action taken against an officer or sergeant at the arbitration hearing, the Town shall have the burden to prove by a preponderance of the evidence that there was just cause for the disciplinary action.

14.05. The parties agree that time extensions may be granted by mutual agreement at any step of the procedure set forth in this Article.

14.06 The failure of the Chief or the Board of Selectmen to respond within the time limits specified above shall be deemed a denial of the grievance and the employee or the Union may move the grievance to the next step in the procedure, except only the Union or Town may move the item to Step 4.

ARTICLE 15

SENIORITY AND SENIORITY RIGHTS

15.01. Seniority shall be defined for full-time police officers as an employee's length of continuous service with the Town since his or her last date of hire, provided, however, that, within a rank, seniority shall be determined by years of service within that rank, and provided further that a full-time officer shall always be deemed to outrank a part-time officer, regardless of the seniority of the part-time officer. Part-time officers' seniority shall be defined by the total hours of work in accordance with the current practice. Actual hours of service worked as a part-time officer with the Town will be included in the calculation of an officer's seniority as a full-time officer for up to 2 years.

If a police officer goes from full-time to part-time status and then subsequently resumes full-time status, the police officer's seniority shall be computed from the date the police officer resumes full-time status provided, however, upon continuous service following resumption to full-time status for a period of twice the length of the full-time service, length of service shall be computed from the date obtained by adding the period of such absence from full-time status to the date of the officer's original full-time status.

15.02. The Town shall post in a conspicuous place and furnish the Union every twelve (12) months with a current seniority list.

15.03. An employee's continuous service record shall only be broken by voluntary resignation, discharge for just cause or termination of service during his probationary
period, or retirement.

15.04. Repealed

If two or more full-time patrol officers have the same date of hire, for the determination of seniority, the total number of work hours as apart-time officer shall determine the seniority standing of those with the same date of hire.

15.05. In the event it becomes necessary to lay off employees for any reasons, employees shall be laid off within each rank in the inverse order of their seniority.

15.06. Employees shall be recalled from layoff within each rank according to their seniority. No new employee shall be hired until employees in layoff status desiring to return to work have been recalled. For purposes of this Section, employees shall be entitled to recall rights in accordance with this Section for a period of two years from the date of layoff; provided, however, that a laid-off officer who has not received a recall notice during such two year period shall remain on the recall list until the expiration of an additional period of three years, or until the officer has received one recall notice, whichever first occurs. If a sergeant-who is in lay off status is recalled to fill a position of patrol officer, and the sergeant refuses the recall, and there are no patrol officers remaining in recall status, then the Town may hire a new employee to fill the position.

ARTICLE 16

HOURS OF WORK AND SHIFT ASSIGNMENT

The Chief shall establish the work schedules for the Department, subject to the following provisions:

16.01. Regular work schedules for police officers, except investigators or those on administrative assignment shall be based on a system of four (4) consecutive days of work and two (2) consecutive days off.

16.02. Regular work shifts shall be eight and one-half (8 ½) consecutive hours each. The shift commander may allow patrol officers who have completed all assignments, including those assignments that may not be due until a subsequent shift, to leave up to thirty (30) minutes prior to the end of the shift. If the Chief schedules “roll-call” training, patrol officers shall stay to complete said training and will not accumulate overtime pay until after the scheduled eight and one-half (8 ½) is surpassed.

16.03. Starting and ending times for each regular work shift shall be determined by the Chief as provided herein, but may be amended by the Chief during the period involved due to operating necessity of the Department.

16.04 On April 1st and October 1st, the Chief shall post a shift selection list. The list will be given to the most senior sergeant to select his/her shift assignment, and then to the
remaining sergeants in order of seniority. The list will then be circulated to patrol officers by seniority.

Implementation of this provision shall be October 1, 1989. Prior to that date, such police officers shall work the 5 and 2 schedule.

The officer/sergeant may call his selection in by telephone to the Chief of Police, or his designee. Each officer/sergeant shall have 24 hours to make his/her selection after being notified. The Union Steward may, if the officer/sergeant is on vacation or otherwise unavailable, make the selection for the officer/sergeant, and will be given access to the shift selection list. A message left at the officer/sergeant's home shall be considered as notified.

If an officer/sergeant does not sign or call his selection in within 24 hours, the list will continue on to the next officer/sergeant and he/she will move to the bottom of the list. Once an officer/sergeant makes his/her selection, it is final.

Shift assignments will become effective on the first day of the first pay period in May and November.

16.05 Reserve for future use.

16.06 Reserve for future use.

16.07. Subject to emergencies and other exceptions as described in this Article, shift assignments shall remain in effect for the period involved.

16.08. After the new shift assignments become effective, the Chief may reassign police officers to other shifts if the operating needs of the Department so require or because of the performance or conduct of a police officer requires it. The Chief or his designee shall give written notice to the Town Administrator, the Board of Selectmen and to the Union prior to any such reassignment, stating the reason(s) for the reassignment. If the Union objects to the reassignment, the Chief shall meet with the Union to explain the reasons. Such reassignment, however, shall not be subject to grievance or arbitration unless arbitrary, capricious or discriminatory.

16.09. Notwithstanding any provision of this Article, the Chief shall have the sole discretion to change shift times temporarily or create temporary shifts at any time if the operating needs of the Department so require. The Chief may assign police officers to such temporary shifts. Such assignments shall not be subject to grievance or arbitration unless the Chief is arbitrary, capricious or discriminatory.

16.10. Nothing contained in this Article shall limit the sole authority of the Chief to alter regularly scheduled work shifts or to reassign or recall police officers during an emergency for the duration of such emergency.
16.11. The schedules of part-time officers shall be arranged and administered by
the Chief.

16.12. Officers designated as investigators or those on administrative
assignment shall have their schedules arranged and administered by the Chief, provided
however that they shall receive 17 days off as administrative leave per year if they are not on
the 4 and 2 schedule but a 5 and 2 schedule or variations thereof. Effective July 1, 2018, an
employee assigned to an administrative schedule will not be allowed to carry more than 136
hours of administrative time on record.

16.13. The schedules of police cadets attending the police academy or on field
training, shall be arranged and administered by the Chief in accordance with their training
schedules.

ARTICLE 16A

SHIFT SWAPS

Members of the Department may be allowed to swap shifts based on the
following conditions:

16A.01. A police officer may swap shifts only with a police officer of equal rank
with the approval of the Police Chief or his designee, and may not work in a higher or lower
rank without prior approval of the Police Chief.

16A.02. The Department does not assume any responsibility for compensating a
police officer who voluntarily agrees to swap shifts. Shift swaps shall be made on a time for time
basis, only. Extra hours worked by a police officer as a result of a shift swap shall not be used to
determine eligibility for overtime, compensation time or any other benefit.

16A.03. The police officer who requests the shift swap remains fully responsible
for the shift he or she is assigned to by the Department.

16A.04. Any police officer who has agreed and been approved to work another
police officer’s shift and who fails to report for duty at the appropriate time shall be subject to
disciplinary action. If such police officer is authorized to be absent, the police officer shall be
charged with the appropriate category of leave.

16A.05. A police officer may not swap more than six (6) shifts every calendar
month.
ARTICLE 17

OVERTIME

17.01. Employees covered by this Agreement on the 4 and 2 shift shall be paid overtime at the rate of one and one half \((4V2)\) times their regular rate of pay for all hours worked in excess of 42 and one half \((42V2)\) during a long week and thirty four \((34)\) in a short week or eight and one-half \((8V2)\) hours in one day, and all work performed before or after any scheduled work shift over eight and one-half \((8V2)\) hours.

Overtime for those employees assigned to a 5 and 2 schedule shall be based on hours worked in excess of forty \((40)\) hours in one week or eight \((8)\) hours in one day, and all work performed before or after any scheduled work shift over eight \((8)\) hours. If an administrative employee works a full overtime shift, the employee will be compensated for the full 8.5 hours of overtime granted said officer attends roll call on both ends of the overtime shift.

17.02 The Chief or his/her designee has the sole discretion to call in any employee, full or part-time, if no one volunteers to cover a shift, provided, however, that part-time employees will not be required to miss their full-time job to perform duties unless no full-time officers are available. Overtime (including order-ins) to cover for the absence of a sergeant shall be offered to sergeants on a rotating basis. Overtime (including order-ins) to cover for the absence of a patrol officer shall be offered to patrol officers on a rotating basis. In the event a shift cannot be filled, the Chief, in his sole discretion, may use a full-time patrolman to fill a sergeant's shift. This is not open to the grievance process.

17.03 Effective January 1, 1999, employees will be eligible to request compensatory time in lieu of overtime pay for any overtime hours worked that do not qualify under the Fair Labor Standards Act; provided however that, the compensatory time will be granted on a straight time basis; subject to the following conditions:

a. An employee will not be allowed to accumulate more than 80 hours of such compensatory time at any time.

b. Compensatory time will be scheduled and/or approved by the Chief or his designee, in accordance with the operational and staffing needs of the Department.

c. Compensatory time not used by the time of termination of employment shall be redeemable at the employee’s overtime rate.

17.04 Employees shall not be eligible for assignment to any overtime shift for up to twenty-four \((24)\) hours after being out due to illness for an assigned shift.

17.05 For purposes of the FLSA, employees shall be on a 28-day work period.
17.06 The Town shall keep records of the overtime worked. In case of a grievance involving such records, they shall be subject to examination by Union representatives or Steward with the Chief or his designee. Such overtime records shall be retained for a period of one (1) year.

17.08 No officer shall be allowed to work more than two full consecutive shifts (or details), and it shall be the officer's responsibility to advise any ranking officer or officer-in-charge who requests that he work a shift if doing so will violate this provision. Similarly, an officer shall not voluntarily accept a shift (or detail) if doing so will violate this provision.

17.09 The first five (5) shifts of each calendar month shall be offered to full-time officers first based on a seniority, rotating basis. Any remaining shifts beyond five (5) shifts shall be offered to part-time officers first based on a seniority, rotating basis. If less than five (5) shifts are available at the beginning of each calendar month then the number of shifts available shall replace the "five (5)" in this section for that given month and any additional shifts that need to be filled after the initial schedule is posted shall be offered to part-time officers first. Sergeants are exempt from this section.

ARTICLE 18

CALL TIME

18.01 A full-time police officer, who has completed his assigned work and left his place of employment, and who is called back to work prior to his next regular scheduled starting time, will be guaranteed a minimum of two (2) hours overtime pay. A full-time police officer, who has been recalled, may be required to remain after the purpose of the recall to complete the two (2) hour minimum, at the discretion of the Chief or his designee.

18.02 A part-time police officer, who has completed his assigned work and left his place of employment, and who is called back to work prior to his next regular scheduled starting time, will be guaranteed a minimum of (3) hours straight pay.

18.03 The minimums provided in this Article shall not apply if an officer is called to duty to complete improperly prepared reports. The minimums provided for in this Article shall not apply if the period of the recall merges with the beginning or ending of the officer's shift.

18.04 An officer who volunteers for a recall assignment (e.g., community policing, drug lab) shall not be eligible for the 3 or 3 1/2 hour recall minimum, but rather shall be paid at overtime rates in increments of one hour.
ARTICLE 19

MEAL PERIODS

19.01. All employees shall be granted a meal period of one-half (1/2) hour duration during each work shift. Whenever possible, the meal period shall be scheduled in the middle of the shift. Employees who, for any reason, work beyond their regular quitting time into their next shift shall receive a meal break before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the next shift.

19.02. Meal periods will be taken within the eight (8) hours shift with no loss of pay for employees on a 5 and 2 schedule; and, within the eight and one-half (8 1/2) hours shift with no loss of pay for employees on a 4 and 2 schedule.

19.03. When an employee is on Town business "out of Town", his/her meals shall be paid for according to the following: $23.00 for breakfast/lunch OR $51 for breakfast/lunch/dinner if training is all day/night or overnight accommodations have to be made.

ARTICLE 20

BENEFIT ELIGIBILITY

20.01. Employees whose normal work week is forty (40) hours or more shall be considered full-time employees and shall be eligible for all benefits upon the completion of thirty (30) calendar days’ employment.

20.02. Employees whose normal week is greater than twenty (20) hours per week, but less than forty (40) hours, shall be eligible for benefits upon the completion of one hundred eighty (180) calendar days employment as follows:

(a). They shall receive the same insurance and retirement benefits as full-time employees.

(b). For all other benefits they shall receive an amount in proportion to the relationship of their normal work week to that of a full-time employee.

20.03. For the purpose of this Agreement, the term normal work week used therein, shall be defined as the average number of hours which an employee has worked during the previous six months; an employees’ first one hundred eighty (180) calendar days shall NOT be factored into the calculation.
ARTICLE 21

VACATIONS

21.01. All regular full-time employees covered by this Agreement shall be eligible for vacation leave with pay to be credited on the employee's anniversary date of each month as follows:

a. Less than and including one (1) year completed service as of the employee's anniversary date of the month, 5/12 day per full calendar month employed.

b. More than one (1) through and including five (5) years' completed service as of the employee's anniversary date of the month, 5/6 day per full calendar month employed.

c. More than five (5) through and including ten (10) years completed service as of the employee's anniversary date of the month, 11/4 days per full calendar month employed.

d. More than ten (10) years completed service as of the employee's anniversary date of the month, 1 2/3 days per full calendar month employed.

e. More than twenty (20) years completed service as of the employee's anniversary date, add one day per year over twenty (20) years to a maximum of twenty-five (25) days at twenty-five (25) years.

f. Vacation leave should be used prior to the employee's next anniversary date. Vacation leave may be accumulated for two years with the prior permission of the Chief.

g. Employees eligible for vacation leave whose services are terminated by dismissal, resignation, retirement, or the entrance into the armed forces, shall be paid for the accrued vacation.

h. Upon the death of an employee eligible for vacation leave, payments shall be made to the estate of or heirs of the deceased for the accrued vacation.

Any employee who has continuous service with the Town shall be afforded the vacation rights from his initial day of employment.

21.02. All requests to use vacation leave of three (3) days or more must be submitted to the Chief, in writing, not later than the 10th day of the month preceding the month of the intended use of vacation leave. The Town will advise the bargaining unit member whether his or her request was granted by the 20th day of the month preceding the month of the intended use of vacation leave. Vacations shall be granted by the Chief at such time, as in his opinion, will cause the least interference with the regular work of the Town, and also taking into account the employee's preference based on seniority.
21.03. A vacation "sign-up sheet" shall be made available as of January 1, April 1, and September 1 of each year. Such sign-up sheet is for the purpose of planning schedules, avoiding conflicts, and is subject to change upon request from the employee. Vacation requests for less than three (3) days made after the schedule for the month has been posted may be submitted to the sergeant-on-duty or, if the request is by a sergeant, to the lieutenant or Chief of Police. If such a request is granted, the officer will not be required to obtain coverage for his/her shift. Bargaining unit members acknowledge, however, that a request will be denied if the shift cannot be filled.

21.04. Full-time officers may be replaced by part-time officers during vacation periods.

ARTICLE 22
HOLIDAYS

22.01. The following days shall be recognized and observed as paid holidays for full-time police officers only:

- New Year's Day
- Washington's Birthday
- Patriots' Day
- Memorial Day
- Independence Day
- Labor Day
- Floating Holiday
- Half Day New Year's Eve
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Martin Luther King Day
- Half Day before Christmas

22.02. Holiday pay shall be a regular full day's compensation at straight time rate.

22.03. If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation with pay.

22.04. All employees who have been employed by the Town in a full-time capacity for not less than thirty (30) days shall receive the above-holiday benefits.

22.05. If a holiday falls on the employee's normal day off, the nearest working day will be considered to be the employee's holiday. An officer who is scheduled to work a holiday (or the nearest working day to the holiday) and who wishes not to work on such day must request leave (e.g., vacation, personal, compensatory) and, if granted, will be paid for such leave at straight time in addition to the officer's holiday pay.

22.06. Subject to Article 17, Overtime, any employee required to work on a holiday shall receive in addition to the regular holiday pay, time and one-half (1 1/2) his regular
rate of pay for all hours worked; provided, however, for a 4 and 2 shift the holiday hours worked shall be deemed to be eight (8) and not eight and one-half (8 1/2) hours for the time and one-half provision.

22.07. Any employee who is absent without notice on the day before or the day after a holiday shall not be eligible for holiday pay.

22.08. Effective January 1, 2013, employees cannot carry more than 180 hours of holiday time on the books.

ARTICLE 23

SICK LEAVE

23.01. A full-time employee of the Town who has been employed as of the first of any month shall be granted one and one-quarter (1 1/4) days sick leave on an earned basis for each month of service, accumulative to one hundred eighty (180) days.

23.02 When an employee is unable to report to duty because of accident or illness, the employee shall notify the superior officer on duty at that time as early as possible, but in no event later than two (2) hours before the start of the employee's tour of duty. The employee must disclose to the superior officer the nature of the illness, e.g., cold, flu, etc. Sick leave may not be granted unless such notification is made. 23.03. For the protection of the Town, the Chief may require the presentation of a doctor's certificate after three (3) continuous days of sick leave, or if a pattern of sick leave use is determined to exist. In addition, the Chief may require the presentation of a doctor's certificate after five (5) incidents of sick leave use in a fiscal year; however, use of sick leave for family illness and sick days which are documented by a physician's note to the Police Chief shall be excluded from the calculation of the five (5) incidents. One "incident" is defined as each time sick leave is used for one or more days.

23.04. Each regular employee covered by this Agreement and meeting the following qualifications shall have his/her salary increased $9.00 per day for 180 days of unused accumulated sick leave in Belchertown during his/her final year. This increase shall constitute a bonus for purposes of Chapter 32 of the Massachusetts General Laws.

a. Employees must be retiring after fifteen (15) years of service in Belchertown.

b. Must have at least one hundred (100) days of unused accumulated sick leave.

c. Must advice the Chief at least sixty (60) calendar days in advance of his/her intention to retire, unless retirement is for medical reasons or is directly related to a reduction of work force.

23.05. The Chief of Police may grant not more than 7 days of sick leave per year
to an officer who must personally provide care to a seriously ill member of the officer's immediate family or a household member, living in the officer's actual household on a permanent basis. Such leave shall be subtracted from the officer's sick leave account. For the purposes of this Article, "immediate family" shall include the officer's spouse, child, or parent only.

The procedure for requesting sick leave for this purpose shall be the same as provided for in Section 23.02.

23.06. Any officer on sick leave shall be at his home during the time period he would have been working for the Town. During such period, the Chief or his designee may at his discretion, at random, call or visit the officer's home to verify the presence of the officer. The officer shall ensure that his home may be reached by telephone and that he is available to talk to the Chief or his designee.

The above paragraph shall not apply to an officer who is hospitalized or for the time period an officer is at the doctor's office, including reasonable travel time to and from his home or to an officer who has not received a prior written warning about the use of his sick leave from the Chief of Police.

Any officer not at home shall not be eligible for sick leave, and shall be subject to disciplinary action.

23.07 A police officer will not be allowed to participate in any overtime (patrol shift, outside detail, or extra duty assignment) within thirty-two (32) hours of sick leave usage; the thirty-two (32) hours begins at the start of the shift the officer called out on.

23.08 Employees must make every effort to make doctor appointments, etc so that either the first half or second half of their shift need only be filled for coverage purposes. In the event that an employee cannot schedule an appointment accordingly, the entire shift shall be requested off to prevent scheduling conflicts.

ARTICLE 24
BEREAVEMENT LEAVE

24.01. In the event of death in the immediate family of a full-time employee, he/she will be granted leave with pay as follows:

a. Four (4) consecutive working days (exclusive of weekends), in the event of the death of mother, father, spouse, or child of the employee.

b. Three (3) consecutive working days (exclusive of weekends), in the event of the death of brother, sister, mother-in-law, father-in-law, grandmother, grandfather, or a
family member residing in the household of the employee.

24.02. Funeral leave shall not be charged to sick leave or vacation leave.

ARTICLE 25

PERSONAL LEAVE

25.01. Each full-time member of the bargaining unit shall be entitled during the contract year to three (3) days of paid personal leave, without such time being deducted from sick or vacation time. Such leave is not cumulative.

25.02. Prior approval for personal leave must be obtained; however, the Town agrees to make every reasonable effort to grant the leave requested, including order-ins to grant approval for the personal leave.

25.03. The Chief shall be required to grant personal leave in such a way as to avoid any forfeiture.

ARTICLE 26

COURT LEAVE

26.01. Court leave without pay shall be granted when an employee is engaged in personal litigation having no connection with his position as an employee of the Town.

ARTICLE 27

MATERNITY/PATERNITY/ADOPTIVE LEAVE

27.01. An officer who has been employed by the Town for at least three consecutive months as a full time employee, and who shall give at least two weeks' notice to the Town of their anticipated date of departure and intention to return, shall be entitled to eight (8) weeks' maternity/paternity/adoptive leave without pay (in addition to such sick leave pay as the officer may be entitled to and may take during the maternity/paternity/adoptive leave period). An officer may be entitled to adoptive leave provided the adoptive child is under the age of eighteen (18) or under the age of twenty three (23) if the child is mentally or physically disabled. Upon return, such officer shall be restored to their previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave, unless other officers of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity/paternity/adoptive leave; provided, however, that such officer on maternity/paternity/adoptive leave shall retain any preferential consideration
for another position to which they may be entitled as of the date of their leave.

27.02. Maternity/paternity/adoptive leave shall not affect the officer's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which they were eligible for at the date of their leave, and any other advantages or rights of their employment incident to their employment position; provided, however, that maternity/paternity/adoptive leave shall not be included in the computation of such benefits, rights, and advantages except during such time as the officer is on paid leave, as, for example, sick leave, during the maternity/paternity/adoptive leave period; and provided, further, that the Town shall not provide for the cost of any benefits, plans or programs during the period of maternity/paternity/adoptive leave, except to the extent that the Town pays for the cost of such benefits, plans or programs during other unpaid leaves.

27.03 In all respects, this Article shall be interpreted to provide for the benefits available to employees pursuant to M.G.L., Chapter 149, §105D. The provisions of this Article 27 shall apply to male officers for all purposes.

ARTICLE 28

MILITARY LEAVE

28.01. Members of the National Guard or Reserves on temporary duty will be granted leave not exceeding seventeen (17) days in any one calendar year without pay, not deductible from annual vacations.

28.02. A military leave of absence without compensation shall be granted to any employee called to active duty with the United States Armed Forces.

28.03. United States military service incurred by an employee after the onset of employment shall be credited as time served within the bargaining unit, provided that he applies for reinstatement with the Employer within ninety (90) days of discharge or release to inactive duty.

28.04. An employee shall not lose his seniority benefits if he/she is called to active duty for an extended period of time provided that he/she returns to his job within one month of discharge or release from active duty.

ARTICLE 29

OTHER LEAVES

29.01. Leaves of absence for limited periods not to exceed six months shall be granted for any reasonable purpose, and such leaves shall be extended or renewed for any reasonable period without pay or benefits.
29.02. Reasonable purpose in each case shall be discussed by the Union and the Employer. Reasonable Purpose shall not be arbitrable.

ARTICLE 30

SUPPLEMENTAL BENEFITS

30.01. INSURANCE

All regular employees who work a minimum of twenty (20) hours per week, fifty-two (52) weeks per year, are eligible to participate in the Town’s health and life insurance programs.

a. Health insurance is available, with the employee paying 30% and the Town paying 70% of the cost of the premium for both HMO and indemnity plans.
b. A $2,000.00 life insurance policy is available, with the Town paying 70% of the premium.
c. The Town shall have the right to change health care providers, plans, and/or benefits subject to impact bargaining.

30.02. TAX DEFERRED ANNUITIES

The Town shall initiate a policy of permitting the purchase of annuities by employees pursuant to the provisions of Chapter 15, Section 18A of the General Laws.

30.03. RETIREMENT PLAN

The employer agrees to continue membership in the County Retirement Plan.

ARTICLE 31

UNIFORM AND EQUIPMENT ALLOWANCE

31.01. All Employees covered by this Agreement who are required to wear uniforms while on duty shall, in each fiscal year, receive an allowance for the purchase, cleaning, and maintenance of uniforms and authorized equipment. Payment for uniforms purchased shall be by invoices addressed to the Town of Belchertown, Police Department, by the sellers; such invoices to be approved by the Chief of Police. Boots, rubbers, gloves, and ties shall be considered as part of a police officer’s uniform.

Up to 25% of an officer’s clothing allowance may be used to purchase court attire. Officers’ holding specialty assignments may use more than 25% of their clothing allowance to purchase attire with the prior approval of the Chief of Police, or his designee.
For a part-time officer to be eligible to receive the uniform allowance, the officer must work a minimum of 240 hours per fiscal year, provided, however, that if the Town does not make 240 hours per fiscal year available to the part-time officer, the officer will continue to be eligible to receive the uniform allowance.

Effective July 1, 2018, the above mentioned allowance shall be $900 for full-time officers and $500 for part-time officers.

31.02. A newly-appointed officer will be required to furnish his/her initial uniform and equipment for which he/she may use one-half (1/2) of the annual allowance at the time of employment, and the remaining half (1/2) upon completion of six months of satisfactory service.

31.03. The Town agrees to provide both winter jackets and bullet proof vests for all full-time and part-time officers. Said jackets remain the property of the Town for 2 full years from date of receipt and the bullet proof vests shall remain the property of the Town for 1 full year from date of receipt, after which time they become the property of the officer. Replacement of said jackets shall be at the discretion of the Chief of Police.

31.04. Effective July 1, 2015:

The Town shall provide newly appointed part-time officers (at no cost) with the following items:

- Firearm
- Badges for hat and shirt
- Ammunition
- Oleoresin Capsicum

A newly appointed part-time officer will be required to obtain the following items through uniform allowance and/or at his/her own expense:

- Holster
- Ammunition Holder
- Handcuffs/case
- Baton
- OC Holder
- Sam Brown Belt
- B.P.D. Insignia
- Tie Clasp
- Keepers
- Raincoat
- Patrol Jacket
- Dress Blouse

Academy Recruit Officer: The following equipment will be provided by the Town (at no cost) for Municipal police academy basic recruit training to the extent required by the academy the recruit attends:

(4) Khaki shirts 2 long sleeve, 2 short sleeve
(2) Pair of Khaki pants
(1) Black BDU pants
(4) BPD patches
(1) CPR face shield with one-way valve/case
(2) Name tags (Academy) black w/ white lettering
(1) One black range cap
(1) Black belt w/silver buckle

All other supplies/equipment will be the responsibility of the recruit officer
through department uniform allowance and/or own expense.

Transportation to and from the Municipal Police Training Academy will be the
responsibility of the recruit officer.

Upon ratification and appropriation, the Town shall provide all newly
appointed full-time officers with one (1) dress blouse, which shall not be charged as a part of
the full-time officer's clothing allowance.

31.05. The Town agrees to replace uniforms and equipment damaged in the line
of duty.

31.06. The Town agrees to provide lockers for all full-time and part-time officers.

ARTICLE 32

PROBATIONARY PERIOD

32.01. Newly-hired employees shall be considered probationary employees for
the first year of their actual service. Actual service shall not include the period of time an officer
spends in training at the Police Academy. A probationary employee may be discharged in the
sole discretion of the Town. An employee retained beyond the probationary period shall be
considered a permanent employee.

32.02. In the event the employee has not served a full year, the Chief may
extend the probationary period.

32.03. An employee separated during the probationary period shall have no
recourse to the grievance procedure.

32.04. A part-time employee who has completed the probationary period under
Section 32.01, and who subsequently accepts full-time employment during his/her continuous
term of employment, will be required to serve a new probationary period of only six (6)
months. An employee separated during the new six month probationary period shall have no
recourse to the grievance procedure.

32.05. All newly promoted sergeants shall be deemed to be on probation for a
period of six (6) months from the date of their appointment to the rank of sergeant.

A sergeant who has been promoted from a patrol officer position shall be placed
on a leave of absence from his or her previous position for the probationary period. The Town may demote a sergeant to the patrol officer position at any time during the six (6) month probationary period and such action shall not be the subject to the grievance arbitration procedure of this Agreement either by the employee or by the Union.

ARTICLE 33

OUTSIDE DETAILS

33.01 An Outside detail is defined as a tour of duty outside the regular hours of work to direct traffic on a public way, resulting from the request of a third party outside the Police Department and for which said party pays for. Anytime work is to be performed on a public way within the borders of Town, including Routes 9 and 202, and the Chief or his designee determines there is a potential hazard to public safety requiring traffic control on such public way, the organization doing the work shall hire sufficient Police Officers of the Town to provide such control, if they are available. If a Police Officer from the Town of Belchertown is not available, the Town shall contact neighboring Police Departments from surrounding Towns to see if any of their Police Officers are available.

33.02 Outside details shall be offered first to off-duty full-time officers on a rotating basis. If the detail cannot be filled from this group, it shall be offered to off-duty part-time officers on a rotating basis. An officer shall not be assigned to an outside detail if it interferes in any way with his/her regular shift assignment.

33.03 An officer requested by a third party for an outside detail shall be guaranteed a minimum of four (4) hours at straight time provided that an officer requested by a third party for an outside detail of more than four (4) and up to and including eight (8) hours shall be guaranteed a minimum of eight (8) hours at straight time. An officer who works more than eight (8) hours on an outside detail, shall receive time and one-half of the outside detail rate for any hours worked after eight (8) hours.

Any cancellation of a detail must be made no later than two (2) hours prior to the scheduled time of the detail or a minimum of four (4) hours shall be paid.

33.04 Effective July 1, 2018, the following rate shall be paid for outside details: Top Step Sergeants’ overtime rate

Notwithstanding the rate stated above, when an officer works a detail outside of Belchertown, the officer shall receive the detail rate established by the Town in which the detail is performed.

If the third-party requests an officer to use a police cruiser for an outside detail, the third-party will be charged an additional $20.00 per cruiser, for the use/maintenance of said
cruiser(s). The Chief or his designee shall make the determination as to whether or not to grant such request.

33.05 Outside details shall be offered on a seniority-rotation basis with the Town being responsible for keeping appropriate records. An officer who accepts an outside detail must perform the detail and may not relinquish the detail unless there are extenuating circumstances such as illness or attending court.

33.06 If an officer works directly for a town department on an outside detail, the officer shall receive payment for that detail within ten days of the completion of the detail.

33.07 The Town will establish an outside detail revolving fund with a one-time town payment of $7500 to provide for outside detail pay to be paid on a regular basis. If the account does not have sufficient funds to pay an officer, the officer will have to wait until payment is received from the outside contractor for the detail that the officer worked to be paid for the detail.

ARTICLE 33 ½

EXTRA-DUTY ASSIGNMENTS

33 ½ .01. An extra-duty assignment is defined as a tour of duty outside the regular hours of work to keep the peace/maintain order, resulting from a request of a Town of Belchertown Department other than the Police Department for which said party pays. (Ex: School Dances, Sporting Events, Election Polls).

33 ½ .02. Extra-duty assignments shall be offered first to off-duty full-time officers on a rotating basis. If the extra-duty assignment cannot be filled from this group, it shall be offered to off-duty part-time officers on a rotating basis. An officer shall not be assigned to an extra-duty assignment if it interferes in any way with his/her regular shift assignment.

33 ½ .03. An officer requested by a Town Department for an extra-duty assignment shall be guaranteed a minimum of four (4) hours at straight time. Any hours worked in excess of four (4) hours will be paid at straight time.

Any cancellation of a detail must be made no later than two (2) hours prior to the scheduled time of the assignment or a minimum of four (4) hours shall be paid.

33 ½ .04. The following rate shall be paid for extra-duty assignments:

Sergeant- Top Step Sergeants’ overtime rate
Patrol Officer- Top Step Patrol Officer’s overtime rate

33 ½ .05. Extra-duty assignments shall be offered on a seniority-rotation basis with the Town being responsible for keeping appropriate records. An officer who accepts an
extra-duty assignment must perform the assignment and may not relinquish the assignment unless there are extenuating circumstances such as illness or attending court.

33 ½ .06. Officers shall receive payment for extra-duty assignments within ten days of the completion of the duty assignment.

ARTICLE 34

NEW CLASSIFICATIONS

34.01. Should any new classification(s) be added to the work force, the Town shall notify the Union of such new classification(s). The Union shall have the right to bargain over the hours and wage rate(s) to be paid for positions within such new classification(s).

ARTICLE 35

PROFESSIONAL INDEMNITY

35.01. During the term of this Agreement, the Town agrees to provide complete professional indemnity for regular and part-time officers up to $1,000,000.00, subject to Chapter 258 of the General Laws.

ARTICLE 36

COURT PAY

36.01. Court time includes any appearance arising from an on or off duty incident(s) including both criminal and civil where the officer was performing his duty as a police officer.

36.02. Full-time officers will be guaranteed a minimum of four (4) hours pay at their appropriate rate for court duty, except when court time falls within the employee's regular work shift.

36.03. Part-time officers will be guaranteed a minimum of six (6) hours at the officer's regular hourly rate.

If a part-time officer certifies to the Chief that he was not allowed to return to work by his private employer for his scheduled shift at his non-Town regular employment due to his attendance at Court, resulting in an actual loss of pay for that day, the part-time officer will receive a $12.00 stipend in addition to the payment received by the part-time police officer from the Town as Court pay for that day in accordance with this Section.

36.04. Working hours are to include travel time to and from court.
ARTICLE 37

COMPENSATION

37.01 The wage schedule for full-time patrol officers, sergeants, and part-time officers will change according to the charts that follow below.

Effective July 1, 2018: 2% COLA

Effective July 1, 2019: 1% COLA

Effective July 1, 2020: 1.5% COLA

<table>
<thead>
<tr>
<th>Patrol Officer</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective January 1, 2018</td>
<td>$775.01</td>
<td>$800.18</td>
<td>$835.16</td>
<td>$892.01</td>
<td>$948.80</td>
</tr>
<tr>
<td>Effective July 1, 2018 (2%)</td>
<td>$790.51</td>
<td>$816.18</td>
<td>$851.86</td>
<td>$909.85</td>
<td>$967.78</td>
</tr>
<tr>
<td>Effective July 1, 2019 (1%)</td>
<td>$798.42</td>
<td>$824.35</td>
<td>$860.38</td>
<td>$918.95</td>
<td>$977.45</td>
</tr>
<tr>
<td>Effective July 1, 2020 (1.5%)</td>
<td>$810.39</td>
<td>$836.71</td>
<td>$873.29</td>
<td>$932.73</td>
<td>$992.12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sergeant</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective January 1, 2018</td>
<td>$1,005.62</td>
<td>$1,045.59</td>
<td>$1,086.03</td>
<td>$1,126.96</td>
<td>$1,168.37</td>
</tr>
<tr>
<td>Effective July 1, 2018 (2%)</td>
<td>$1,025.73</td>
<td>$1,066.50</td>
<td>$1,107.75</td>
<td>$1,149.50</td>
<td>$1,191.74</td>
</tr>
<tr>
<td>Effective July 1, 2019 (1%)</td>
<td>$1,035.99</td>
<td>$1,077.17</td>
<td>$1,118.83</td>
<td>$1,160.99</td>
<td>$1,203.65</td>
</tr>
<tr>
<td>Effective July 1, 2020 (1.5%)</td>
<td>$1,051.53</td>
<td>$1,093.32</td>
<td>$1,135.61</td>
<td>$1,178.41</td>
<td>$1,221.71</td>
</tr>
</tbody>
</table>

In the event a patrol officer is promoted to the rank of sergeant and the increase of pay from the Patrol Officer’s rate to Step 1 Sergeant rate is deemed insufficient, the Chief may bump the newly appointed sergeant to Step 2 Sergeant rate.

37.02 For a part-time officer to be eligible to receive a step increase, the officer must work a minimum of 240 hours per fiscal year, provided, however, that if the Town does not
make 240 hours per fiscal year available for the part-time officer, the officer will continue to be eligible to receive a step increase.

<table>
<thead>
<tr>
<th>Part-Time Officer Hourly Rate</th>
<th>Up to 2yrs</th>
<th>Up to 3yrs</th>
<th>Up to 4yrs</th>
<th>After 4yrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective January 1, 2018 (1%)</td>
<td>$14.47</td>
<td>$15.68</td>
<td>$16.63</td>
<td>$18.15</td>
</tr>
<tr>
<td>Effective July 1, 2018 (2%)</td>
<td>$14.76</td>
<td>$15.99</td>
<td>$16.96</td>
<td>$18.52</td>
</tr>
<tr>
<td>Effective July 1, 2019 (1%)</td>
<td>$14.91</td>
<td>$16.15</td>
<td>$17.13</td>
<td>$18.70</td>
</tr>
<tr>
<td>Effective July 1, 2020 (1.5%)</td>
<td>$15.13</td>
<td>$16.39</td>
<td>$17.39</td>
<td>$18.98</td>
</tr>
</tbody>
</table>

37.03. Employees covered by this Agreement who are employed by the Town on the date of the signing of this contract by both parties shall receive a retroactive payment for all hours worked prior to the implementation of the new rates.

37.04. The retroactive provisions for part-time officers shall be the same as those set forth in 37.03.

37.05. The salaries and wages of employees shall be paid weekly, on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be the pay day.

37.06 Shift Differential In order to compensate officers for the inconvenience of assignment to the night shift, each officer who works at least four (4) hours of a regularly scheduled shift during the night shift shall receive $0.75 per hour for actual time worked, effective July 1, 2018.

The following provisions shall apply, subject to the Fair Labor Standards Act, with respect to shift differential:

a. Shift differential shall not be included as a part of or in addition to base pay for purposes of calculating overtime pay.

b. Shift differential shall not be included as a part of or in addition to base pay for the purpose of calculating compensation for: vacations, holidays, sick leave, bereavement leave, personal leave, or any other compensated time off.

In order to compensate officers for the inconvenience of assignment to the evening shift, each officer who works at least four (4) hours of a regularly scheduled shift during the evening shift shall receive $0.50 per hour for actual time worked, effective July 1, 2018.

37.07 An officer shall receive a stipend of $5 per full shift for which s/he is assigned as a Field Training Officer and fulfills the duties of a Field Training Officer.
37.08 Longevity. Effective July 1, 2018, all full-time employees covered by this chapter will be eligible for longevity increments as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 10 years</td>
<td>$850</td>
</tr>
<tr>
<td>After 15 years</td>
<td>$950</td>
</tr>
<tr>
<td>After 20 years</td>
<td>$1150</td>
</tr>
</tbody>
</table>

For the purposes of this Section 37.08, "years of service" shall be defined as an employee's continuous service (since his/her last date of hire) in a bargaining unit position (including part-time service).

ARTICLE 38

INCENTIVE PAY

38.01. An incentive payment of $1,600 shall be paid to those police officers holding a Bachelor's Degree in Criminal Justice, Law Enforcement, Political Science, Government, Psychology, or Sociology.

38.02. Effective July 1, 2018, the $1,600 shall be broken up into weekly payments.

38.03. A copy of the degree shall be furnished to the Town Accountant.

ARTICLE 38A

QUINN BILL

38A.01. The Quinn Bill will become effective January 1, 1997, subject to the following conditions:

(a). Any police officer eligible for the Quinn Bill shall not be eligible for incentive pay as provided under Article 38.

(b). For the purposes of overtime, the Quinn Bill shall not be added to the base salaries of officers who are eligible for the Quinn Bill, unless an officer works more than 171 hours per 28-day work period and has no offsetting credits, in which case relevant sections of the FLSA shall apply.

(c). Subject to the limitations of the FLSA, no shift or other differentials shall take into account the Quinn Bill compensation.
(d). In the event that the State reduces the amount of Quinn Bill reimbursements, the Town agrees to pay Quinn Bill eligible officers 100% of the entire Quinn Bill.

ARTICLE 39

TRAINING

39.01. The Town agrees to provide a sum of money for the training of police officers, provided replacements for employees sent for training can be made from either full-time or part-time officers.

39.02. The Town agrees that training bulletins will be posted as received.

39.03. The Town agrees to discuss training needs with the Union.

39.04. The Chief or his designee will determine whether an officer will use a Town vehicle or his/her personal vehicle to attend training. If an officer is required to use his personal vehicle, s/he shall be reimbursed for mileage at the rate established by the Town. Officers attending training courses shall be entitled to be reimbursed for other travel (i.e., tolls) and meal expenses consistent with Town regulations. All mileage shall be measured from the Police Department.

39.05. All training hours spent by full-time officers in obtaining certification or re-certification of EMT status will be paid on the basis of time and one-half, billed periodically as agreed by the parties.

39.06. Should a full-time officer fail to complete the EMT course or terminate his/her services with the Town before completion, he/she shall reimburse the Town for all payments made during the time the employee was pursuing the course.

39.07. Part-time employees, while attending EMT training will be paid on a straight-time basis when the hours do not exceed eight hours in one day or forty hours in one week.

39.08. Payment for EMT training for part-time officers shall not be made until successful completion of the course.

39.09. All part-time and full-time police officers shall be required to complete annual in-service training. The annual in-service training may be held at the Police Training Academy if and when there are openings available. The Chief has the right to hold the annual in-service training in-house through approved online courses and/or other methods approved by the Municipal Police Training Committee. The method selected by the Chief is not open to the grievance process.
39.10 The Chief of Police may change an officer's shift and/or work schedule in order to schedule attendance at any training in order to avoid overtime costs.

ARTICLE 39A

FIREARMS PROFICIENCY

39A.01. Employees shall meet such reasonable firearms proficiency and marksmanship standards as may be established by the Chief. Such standards shall be a condition of employment, and failure to meet the standards shall be just cause for dismissal.

ARTICLE 40

CONDITIONS OF WORKING

40.01. The Town agrees that all cruisers shall be equipped with air conditioners; maximum protective screens shall be provided in all marked police cruisers completely dividing the front from the rear seat; and that brackets for assault rifle shall be installed in the front seat area of the cruiser.

40.02 License Requirements. All patrol officers and sergeants shall possess a valid and current Massachusetts' driver's license as a condition of employment.

40.03 No Smoking. All patrol officers and sergeants hired after January 1, 1988, shall not smoke on or off duty at any time or place, as a condition of employment.

40.04 Seat Belt Requirements. All patrol officers and sergeants shall comply with the Department Rules and Regulations regarding the use of seat belts.

40.05 Required Training. All patrol officers and sergeants covered under this Agreement will be required to be trained as required by Massachusetts General Laws (Chapter 111, Section 201) which will include the following:

(a) C.P.R. certification each year;

(b) First-Aid as required by the first responder training law;

(c) Defibrillator Certification. Patrol Officers and sergeants may be disciplined up to and including discharge, if the patrol officer or sergeant does not remain properly certified. The Town will provide recertification training, and may require bargaining unit members to attend such training.

40.06 Part-time Employees. Part-time employees will be required to work at least 100 hours of shift work per fiscal year with a minimum of at least one shift per calendar month, as a condition of employment. Failure to work at least 100 hours per fiscal year or
failure to adhere to the one shift per month requirement will be grounds for termination in the sole discretion of the Town and without recourse to the grievance and arbitration procedure.

ARTICLE 40A

PERFORMANCE EVALUATIONS

40A.01 Performance evaluations will be conducted annually, within a reasonable period of time after the employee's anniversary date.

40A.02 Employees who receive a less than satisfactory performance evaluation will be required to submit to additional training (formal or informal) in the area(s) of performance deficiency.

ARTICLE 41

GENERAL PROVISIONS

41.01. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation, handicap, genetic information or sexual orientation, as defined by law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All reference to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

41.02. Neither the Town nor the Union will interfere with the rights of employees to join or not to join the Union, nor will the Town or the Union discriminate against any employee because of Union membership or non-membership, nor shall the Town or the Union discriminate, interfere with, restrain or coerce any employee because of union membership or non-membership, or because of race, religion, color, sex or national origin, handicap, genetic information or sexual orientation, as defined by law.

41.03. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

41.04. The Town agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

41.05. The Town agrees that during working hours, on the Town's premises, and without loss of pay, Union representatives shall be allowed to:

- collect Union dues, initiation fees, and assessments (if these funds are not collected through payroll deductions);
• post Union notices;

• distribute Union literature;

• solicit Union membership during other employee's non-working times;

• transmit communications, authorized by the local Union or its officers, to the Town or its representatives;

• consult with the Town, its representative, local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement.

41.06. The Town agrees that accredited representatives of the American Federation of State, County, and Municipal Employees whether local Union representatives, district council representatives, or International representatives, shall have full and free access to the premises of the Town at any time during working hours to conduct Union business. Union representative shall first notify the Chief and receive permission.

ARTICLE 42

WORKING OUT OF CLASSIFICATION

42.01. If an employee is requested to and does work out of his classification, then he shall be paid at the prevailing wage for that classification at a step that is higher than his present pay.

ARTICLE 43

CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

43.01. During the term of this Agreement, the Employer shall not contract-out or subcontract any public work which affects employees in the bargaining unit, unless all officers covered under this contract have been offered the opportunity of first refusal.

ARTICLE 43A

STABILITY OF AGREEMENT

43A.01.

a. No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.
b. The failure of the Town or the Union to insist in any one or more instances or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performances of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

c. If any Article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.

ARTICLE 43B

REDUCTION IN FORCE

43B.01.

A. The Town may lay off officers. The determination of whether and when it becomes necessary to lay off any officers shall be determined solely by the Town.

B. The determination of what rank shall be subject to layoff, and what functions shall be reduced or terminated, shall be determined solely by the Town. The number of persons to be laid off within a specific rank shall be determined solely by the Town.

C. Within a rank that the Town determines shall be subject to layoff, the Town will lay off officers subject to seniority and qualifications.

D. In the event of a layoff, any senior officer in a rank will be offered an opportunity to bump into a lower rank, subject to seniority and qualifications.

E. The Town agrees to create a one year recall list for officers who are laid off. Any officer who is laid off shall be placed on the List by rank in the order of his seniority. Officers who have been "bumped down" shall also be placed on the List for their original rank, and shall be eligible for recall to a position at that rank only, on the same basis as laid off officers as detailed below.

The officer's name shall be on the List for one year from the date he officially leaves the payroll.

F. If, after a layoff the Town fills any permanent position in a rank for which a recall list exists, the Town agrees that before it hires new officers for such permanent position it will offer to recall an officer on the list according to seniority and qualifications.
G. *Reserve for future use.*

H. The laid off officer shall keep the Town advised of his current address; and the Town can rely on the latest address listed in its records.

I. The determination of the necessity of layoffs, the selection of the ranks and the number of officers within those ranks to be laid off, and the reassignment of officers within rank as a result of reductions in force are essential elements of municipal management and are non-grievable and not subject to arbitration under this contract.

J. The Town and the Union acknowledge that a part-time patrol officer ranks below a full-time patrol officer.

**ARTICLE 43C**

**PHYSICAL FITNESS**

43C.01. The Town shall establish a Risk Factor Program for officers covered by this Agreement. Participation in the program shall be voluntary for those officers. The Union shall cooperate with the Town in the program. For a part-time officer to be eligible for the physical fitness incentive, the officer must work a minimum of 240 hours per fiscal year, provided, however, that if the Town does not make 240 hours per fiscal year available for the part-time officer, the officer will continue to be eligible for the physical fitness incentive.

43C.02. Every officer in the program may be required by the Town to submit to an annual cholesterol test and blood pressure test. The cost of the test shall be borne by the Town. The test results shall be supplied only to the officer and shall not be available to the Town. Any officer not meeting the cholesterol or blood pressure standards may be required to submit to counseling by the agency giving the examination or other appropriate entity.

43C.03 (a) The Town shall establish an annual physical fitness test (the "test") based on the original basic recruit physical fitness test established by the Massachusetts Criminal Justice Training Council. The test will include appropriate weight level requirements, in accordance with the U.S. Army weight standards or in the alternative body composition testing" based on the standards issued by the Massachusetts Criminal Justice Training Council. All officers shall be subject to the test, including weight requirements or body composition standards. The Town may employ an outside trainer to conduct the physical fitness test.

(b) All officers shall take the test annually and shall meet the weight requirements or body composition standards annually. An officer will not be compensated for the time spent in taking the test.

(c) Failing the test or not meeting the weight requirements or body composition standards will not constitute a failure to meet a condition of employment. If an officer fails to pass any of the physical fitness program, it shall not be recorded in the officer's personnel file or considered for any other purpose.
43C.04. Officers shall not smoke on or off duty.

43C.05. Officers participating in the physical fitness test shall be covered by Section 11 ff of Chapter 41 (IOD statute) in connection with the actual taking of the test.

43C.06. Part-Time Officers and Full-Time Officers who participate in and successfully pass the annual test and meet the weight requirements or body composition standards as well as complying with section 2 and 4 of this Program, shall be eligible for an annual bonus which shall not be part of the base wage for any purpose, as follows:

- Effective July 1, 2003: Full-Time Officers - $700
- Effective July 1, 2004: Part-Time Officers - $200

43C.07. This program shall go into effect July 1, 1998.

ARTICLE 43D

LIGHT DUTY

43D.01. Subject to the conditions set forth in this Article, the Police Chief may require an employee who has been on Injured on Duty (IOD) status for more than one week and who is not hospitalized, to perform light duty for up to one year; provided the employee is not taking medication which would impair performance, the Town is not contesting the employee's IOD status, and the Chief has determined that there is suitable bargaining unit work available for which the employee is qualified. The employee may waive the one-week period and may begin light duty earlier than otherwise required.

43D.02. The Chief may renew the light duty assignment for additional periods as the Chief deems appropriate.

43D.03. The Chief shall assign an employee on light duty to such tasks which are appropriate for the employee's injury condition.

43D.04. An employee on light duty shall be assigned to the shifts s/he was regularly assigned, the day shift or, upon mutual agreement, another shift.

43D.05. Employees on light duty shall wear appropriate attire as directed by the Chief.

43D.06. The Chief, in his sole discretion, may also offer light duty to an employee who suffers from a non-work related long-term illness, which shall be defined as an
absence of one (1) or more calendar months or a recurring absence due to the same medical condition for three (3) or more calendar months. Such light duty, if offered, may be scheduled for any shift.

ARTICLE 44

DURATION

44.01. This agreement will be in effect from July 1, 2018 to June 30, 2020. At the end of that fiscal year, either party may terminate this Agreement provided such termination is transmitted through the registered U.S. Mail to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

Renewal. Should neither party to this Agreement send a notice of termination as described in the above section, this Agreement will be considered to have been automatically renewed for another fiscal year.

ARTICLE 45

OPENER CLAUSE

45.01 The Town and Union agree to re-enter negotiations to discuss Article 33, Outside Details, if the Town deems necessary to discuss “Flaggers” vs “Police Officers” in relation to said Article.

45.02 The Town and Union agree to re-enter negotiations to discuss Article 37, if other town departments/employees receive higher COLA % increases than offered in this contract.

SPECIAL ARTICLE 1

LIEUTENANT

Section 1. Bargaining Unit Work

The position of lieutenant shall not be included in the bargaining unit. The union agrees that a lieutenant will be allowed to continue to participate in outside details and extra-duty assignments by being part of the full time rotation. The lieutenant shall adhere to all rules and regulations pertaining to details and extra-duty assignments as all other officers. If a detail or extra-duty assignment consists of three or more officers, the Chief may assign the lieutenant to serve as a superior officer on the outside detail or duty-assignment. The lieutenant may perform any and all functions of a police officer at any time.

Section 2. Promotion to Lieutenant
2.01 If the Town determines to make a permanent appointment to a vacancy in the rank of lieutenant, the Town shall post a notice of said vacancy for two (2) weeks. The Town shall then follow the procedures set forth in this Article for establishing an eligibility list for lieutenant.

2.02 The eligibility list procedures shall be as follows:

1. Any member of the bargaining unit with more than 2 years of actual service in the rank of a full-time sergeant may apply for the promotional position of lieutenant.

2. After the closing of the application period, the Town shall schedule a written examination for all the applicants who meet the qualifications of paragraph 1. Said written examination shall be constructed by or shall be obtained from an independent person or entity and shall be scored by a neutral party.

3. Any applicant passing the written examination with a score of 70 shall be placed by the Town on a list of persons eligible to be considered for recommendation for promotion by the Chief, and shall be placed on the eligibility list.

In the event the National average of test scores for the testing period is less than seventy percent (70%), the Chief may, at his sole discretion, waive the required score of seventy percent (70%) in determining a police officer's eligibility for placement on the eligibility list and may establish a lower passing score.

4. The Chief shall conduct an oral interview with all candidates who pass the written examination for lieutenant relative to the interpersonal skills and management philosophy of the candidates.

5. The Chief shall recommend a person from the eligibility list to the appointing authority for appointment to lieutenant.

6. The decision of the appointing authority regarding the appointment of a lieutenant, shall not be subject to grievance arbitration under Article 14, but the establishment of the eligibility list shall be subject to grievance arbitration.

7. If there is not more than one applicant for the position, the appointing authority may waive the written examination. If only one (1) applicant passes the examination, the Chief may call for another examination so as to establish an eligible list of two (2) or more candidates. The applicant who passed the first examination shall not be required to take the subsequent examination. The applicant who passed the first examination shall be included on the new list.

This Agreement has been duly executed by the authorized representatives of the Town of Belchertown and Police Local 3470, AFSCME, Council 93.
Sergeant Steven W. Henn Jr

Selectman, Ronald Aponte

Selectman, George Archible

Selectman, Brenda Aldrich

Selectman, William Barnett

Selectman, Nicholas O’Connor

Officer Dennis Fitzgerald

Officer Michael Roncy

Officer Jason Krol

Union Representative, Wendy Timmons