

Agreement Between

**The Town of Concord**

and

**The Concord Police Association**

Massachusetts Coalition of Police  
Local 260, AFL-CIO

Effective:

**July 1, 2021 through June 30, 2024**

TABLE OF CONTENTS

**ARTICLE 1. GENERAL PROVISIONS..... 1**

1.1 Definition of Bargaining Unit .....1

1.2 Recognition .....1

1.3 Non-Discrimination .....1

1.4 Responsible Association-Town Relationship .....2

1.5 Management Rights .....2

1.6 No-Strike Clause .....3

1.7 Dues Deduction .....3

1.8 Stability of Agreement.....4

**ARTICLE 2. WORK SCHEDULES AND OVERTIME ..... 4**

2.1 Hours of Work .....4

2.2 Overtime .....6

2.3 Injury Leave and Light Duty Assignment .....7

**ARTICLE 3. SALARIES AND SPECIAL PAY ALLOWANCES ..... 8**

3.1 Base Salary .....8

3.2 Shift Premium .....8

3.3 Special Assignment Pay.....9

3.4 Special Detail Pay .....9

3.5 Education Incentive Pay.....10

3.6 Longevity Pay .....11

3.7 Stand-by Pay.....11

3.8 Uniform Allowance .....11

3.9 Salary Upon Promotion .....12

**ARTICLE 4. LEAVES..... 12**

4.1 Holidays .....12

4.2 Vacation .....13

4.3 Sick Leave .....14

4.4 Personal Leave .....14

4.5 Bereavement Leave .....15

4.6 Military Leave .....15

4.7 Leaves of Absence.....15

4.8 Time Off for Association Business .....16

4.9 Jury Duty.....16

**ARTICLE 5. GROUP INSURANCE ..... 17**

**ARTICLE 6. SAFETY AND HEALTH ..... 17**

**ARTICLE 7. EDUCATION AND TRAINING..... 18**

7.1 In-Service Training .....18

7.2 POST Certification .....18

**ARTICLE 8. LAY OFF ..... 18**

**ARTICLE 9. GRIEVANCE PROCEDURE ..... 19**

**ARTICLE 10. PROMOTIONS AND SPECIAL APPOINTMENTS ..... 20**

10.1 Sergeant Promotional Process .....20

10.2 Inspector/Detective Appointment Process .....22

10.3 Department Prosecutor .....22

**ARTICLE 11 MISCELLANEOUS ..... 22**

11.1 Residency Requirement.....22

11.2 Status of New Employees.....22

11.3 Seniority.....23

11.4 Outside Employment .....23

11.5 Employee Records.....23

11.6 Departmental Rules and Regulations .....23

11.7 Mileage Expense.....23

11.8 Public Safety Communication Center .....23

11.9 Hepatitis Inoculation .....24

11.10 Direct Deposit & Paperless Pay Statements .....24

**ARTICLE 12 TERMS OF AGREEMENT ..... 24**

**APPENDIX A PAYROLL DEDUCTION AUTHORIZATION – INITIATION FEE & DUES ..... 25**

**APPENDIX B-1 SALARY SCHEDULES ..... 26**

7/1/2021 – 6/30/2022.....26

**APPENDIX B-2 SALARY SCHEDULES ..... 27**

7/1/2022 – 6/30/2023.....27

**APPENDIX B-3 SALARY SCHEDULES ..... 28**

7/1/2023 – 6/30/2024.....28

**APPENDIX C PAYROLL DEDUCTION AUTHORIZATION – UNACCRUED VACATION..... 29**

**AGREEMENT**  
between  
**The Town of Concord**  
and  
**The Concord Police Association**

This agreement is made by and between the Town of Concord, a municipal corporation located in Middlesex County, Massachusetts (herein called the "Town") and the Concord Police Association, (herein called the "Association").

WHEREAS, the Town and the Association have engaged in collective bargaining negotiations with respect to wages, hours, and other conditions of employment,

NOW THEREFORE, the Town and the Association agree as follows:

**ARTICLE 1. GENERAL PROVISIONS**

**1.1 Definition of Bargaining Unit**

The term "employee" as used in the Agreement means all regular full-time employees of the Town Police Department in the rank of patrol officer and sergeant, and does not include part-time employees, office or clerical employees, parking officers, dispatchers, auxiliaries, special officers, police cadets, maintenance personnel, school crossing guards, police officers above the rank of sergeant, any other employees of the Town, or managerial or confidential employees within the meaning of Chapter 150E of the General Laws.

**1.2 Recognition**

The Town recognizes the Association as the exclusive collective bargaining representative for all employees in the bargaining unit as defined in Article I, and in accordance with the certification by the Labor Relations Commission.

**1.3 Non-Discrimination**

1. Neither the Town nor the Association shall discriminate against any employee because of such employee's race, color, religion, sex, age as defined by law, sexual orientation as defined by law, national origin, handicap, veteran status or genetic information.
2. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in their right to join or assist, or refrain from joining or assisting, any labor organization.
3. Neither the Town nor the Association shall interfere with, restrain, coerce, intimidate, or discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Association, or non-membership or non-participation in such activity.
4. Complaints alleging discrimination against an employee because of race, color, religion, sex, age, sexual orientation, national origin, or handicap will be subject to the Grievance Procedure of this Agreement.

#### **1.4 Responsible Association-Town Relationship**

The Town and the Association recognize that it is in the best interests of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Town and the Association and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Association's status as exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of all employees covered by this Agreement, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect, as well as the measures they have agreed upon to insure adherence to this purpose.

#### **1.5 Management Rights**

1. The Town is a public body established under, and with the powers provided by the General Laws of the Commonwealth of Massachusetts. Nothing in the Agreement shall derogate from the powers and responsibilities of the Town under the laws or rules and regulations of the Commonwealth. The Town, its Select Board, Town Manager, and Chief of Police, reserve and retain those rights, powers and duties it now has or will have granted or conferred upon it by the General Laws of the Commonwealth. Except as specifically abridged or modified by an express term of this Agreement, the exercise of the aforesaid Town's rights shall be final and binding.
2. Subject to this Agreement and applicable law, the Association agrees that the Town has complete authority over policies and administration for all departments of the Town. Nothing in this Agreement shall limit the Employer in the exercise of its function of management and in the direction and supervision of the Employer's business, except where any such rights are specifically modified or abridged by the terms of this Agreement. The Employer shall continue to take any action it deems appropriate in the management of said department, including, but not necessarily limited to, the right:
  - to direct and organize employees, and determine the mission, budget, and policy of the Police Department;
  - to determine policy and qualifications affecting the hiring of personnel;
  - to promote, transfer and assign employees (to determine how work will be done and by whom);
  - to determine policy affecting discipline, and to suspend, demote, discharge, or take other disciplinary action against an employee for just cause;
  - to relieve or lay off employees from duties due to lack of work, funds, or other legitimate reasons;
  - to lay off employees due to lack of work, funds or other legitimate reasons;
  - to maintain the efficiency of operations entrusted to the Department, by establishing reasonable rules, regulations, policies and procedures;
  - to determine the method, means, technology, number of jobs, and personnel by which such operations are to be conducted, including the contracting out of services;
  - to determine the standards of proficiency in required skills;
  - to establish new jobs;
  - to require and assign overtime;
  - to establish the personnel make-up of squads within the constraints of the shift-bid process;
  - to take necessary actions in the event of an emergency notwithstanding any contrary provision of the Agreement.
3. The Town reserves the right to decide whether, and when and how to exercise its prerogatives, including those not specifically enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver of that right.

4. The parties agree that in making a proposal during collective bargaining, which is subsequently dropped from consideration, there shall be no expectation concerning the discarded proposal from either party.
5. The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes, but only after providing notice to the Union and the opportunity to bargain to agreement or impasse.

It is understood and agreed by the parties hereto that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described herein, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

### **1.6 No-Strike Clause**

1. It shall be unlawful for any employee or Association Officer to engage in, induce, or encourage any strike, work stoppage, slowdown, sick-out, sympathy strikes, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part the duties of employment, however established, and withholding of overtime services.
2. The Town agrees that during the life of this Agreement, it will not lock out any employees covered by this Agreement.
3. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall take all reasonable means to induce the employee(s) to return to work.
4. Employees who participate in the activity or activities set out in Sections 1 and 3 herein may be disciplined or discharged as the Town, acting in its judgment, deems proper, provided, however, that an issue of fact as to whether an individual has engaged in such activity may be the subject of the grievance-arbitration procedures set out herein.
5. The Town and Association are authorized to seek injunctive relief in a court of proper jurisdiction to enforce the no-strike and no-lockout provisions of this section.
6. The Association agrees to disavow any activity prohibited by this Article.

### **1.7 Dues Deduction**

1. Subject to applicable law as set forth in the General Laws of the Commonwealth of Massachusetts, Chapter 180, Section 17A, the Town shall deduct Association dues (as certified by the Association to the Town in writing) for each of its employees within the unit covered by this Agreement who, individually, in writing on the form set forth in Appendix A of this Agreement, authorizes such deductions. Dues shall be deducted weekly.
2. By the tenth (10th) day of the succeeding month, the Town shall remit such deductions to the Treasurer of the Association together with a list of employees who have had said dues deducted.
3. The Association shall indemnify and save the Employer harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this Article, or in reliance on any assignment furnished by the Employer.

4. Reserved for future use.
5. The Employer will incur no liability for loss of dues money after the Association representative receives said money from the Town Treasurer.

### **1.8 Stability of Agreement**

1. The failure of the Town or the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Association to future performance of any such term or condition, and the obligations of the Association or of the Town to such future performance shall continue in full force and effect.
2. The provisions of this Agreement supersede any conflicting or inconsistent personnel rule, regulation, or other policy promulgated by the Department or Town. In the event any mandatory statute(s) relating to members of the Police Department provides or sets forth benefits or terms in excess of or more advantageous to the employees than the benefits or terms of the Agreement, the provisions of such statute(s), to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous to the employees than those provided or set forth in any such statute(s), the provision of this Agreement shall prevail to the extent permitted by law.
3. In the event any Federal or State Law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.
4. Any provisions of this Agreement may be amended, modified, or supplemented at any time by mutual consent provisions of this Agreement. In the absence of such mutual consent, the parties agree that this contract represents the full agreement of the parties on all matters which were negotiated or which could have been subjects of negotiation.

No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

## **ARTICLE 2. WORK SCHEDULES AND OVERTIME**

### **2.1 Hours of Work**

1. The hours of work for employees shall consist of a schedule commonly known as the "four and two" work week, which provides for four (4) consecutive tours of duty followed by two (2) tours of duty off. Each duty tour shall consist of eight and one half (8 1/2) hours. Over a six (6) week cycle, the average work week will be forty (40) hours, with four (4) calendar weeks of forty two and one half (42 1/2) hours and two (2) calendar weeks of thirty-four (34) hours.
2. Certain personnel, primarily in the Investigative Division and special assignments, will work a five (5) day week, eight (8) hours a day as scheduled by the Chief. Included in these personnel will be the Safety Officer, Prosecuting Officer, the Meter Officer and/or other special assignments.
3. Work Schedule:
  - a. A schedule shall be posted designating the shift assignments for each employee within the bargaining unit. Said posting shall be at least four (4) weeks in advance of the actual work assignments, unless emergency situations require the Chief to change the schedule. In such cases as much advance notice as possible will be given the officers affected.

b. Hours of work constituting a regular schedule shall consist of the following shifts:

- |    |            |    |            |
|----|------------|----|------------|
| 1. | 11:30 p.m. | to | 8:00 a.m.  |
| 2. | 7:30 a.m.  | to | 4:00 p.m.  |
| 3. | 3:30 p.m.  | to | 12:00 a.m. |

c. The Chief, with sufficient reason, may change these hours within the framework of the average forty (40) hour week, provided the Chief discusses such change with the Association before it is put into effect.

d. Hours of work for personnel in the Investigative Division and/or other special assignments will be scheduled by the Chief of Police.

4. Shift Assignments - Patrol Division:

a. Uniformed officers assigned to the 7:30 a.m. to 4:00 p.m. shift shall work four (4) consecutive days followed by two (2) days off.

b. All other uniformed officers shall work one of the following schedules:

1. Two (2) consecutive 3:30 p.m. to 12:00 a.m. shifts followed by the next two (2) consecutive 7:30 a.m. to 4:00 p.m. shifts.
2. Two (2) consecutive 11:30 p.m. to 8:00 a.m. shifts followed by the next two (2) consecutive 3:30 p.m. to 12:00 a.m. shifts.

c. All uniformed Sergeants shall work one of the following schedules:

1. (1) One uniformed Sergeant assigned to work four (4) consecutive 11:30 p.m. to 8:00 a.m. shifts followed by two (2) days off.
2. (1) One uniformed Sergeant assigned to work two (2) consecutive 11:30 p.m. to 8:00 a.m. shifts followed by the next two (2) consecutive 3:30 p.m. to 12:00 a.m. shifts followed by two (2) days off.

d. All other uniformed Sergeants shall work a schedule consisting of two (2) consecutive 3:30 p.m. to 12:00 a.m. shifts followed by the next two (2) consecutive 7:30 a.m. to 4:00 p.m. shifts followed by two (2) days off.

1. These assignments will be for one (1) calendar year, and such assignments shall be bid for in accordance with paragraph 4.g of this Article.

e. Officers and Sergeants shall bid annually on shift preference effective January 1. When shift changes take place at the option of the employee, the Town will not be responsible for loss of days off. When the Town requires a shift change, the Town will compensate the employee for any lost days off.

f. One (1) uniformed officer assigned to the 11:30 p.m. to 8:00 a.m. shift may be scheduled to work four (4) consecutive days followed by two (2) days off on a permanent basis, subject to paragraph 4.e.

g. Shifts and assignments will be posted in the station for at least seven (7) calendar days. Such assignments will be bid by seniority, as these assignments become available. The Chief may, for sufficient reason, refuse a requested assignment, or give a temporary assignment for a period not to exceed 90 calendar days in a twelve (12) month period. Reassignments that are made for training purposes are excluded from the ninety-day reassignment limit.



## **2.2 Overtime**

1. For employees assigned to the Patrol Division, overtime shall begin on a daily basis when an officer has worked more than eight and one-half (8 1/2) hours, and, on a weekly basis, when an officer has worked more than forty-two and one-half (42 1/2) hours in a five (5) day week or thirty four (34) hours in a four (4) day week.

For employees assigned to the Investigative Division, overtime shall begin on a daily basis when an officer has worked more than eight (8) hours, and, on a weekly basis, when an officer has worked more than forty (40) hours.

The hourly rate for overtime purposes is determined by dividing the annual rate (including base pay, longevity, educational incentive, shift premium, and special assignment pay) by 52.2, dividing the result by forty (40) and multiplying that result by 1.5 (or 2.0 as specified in section 2 of this article). Effective February 28, 2016, any officer working an overtime shift will be scheduled to work eight (8) hours and paid on the basis of eight (8) hours.

2. An employee who is called back to work after leaving the place of employment and after completing the assigned work shift and before the next regularly scheduled starting time, shall be paid time and one half for all hours worked on recall. An employee so recalled shall be guaranteed a minimum of four (4) hours pay at time and a half when recalled for Court Duty and a minimum of four (4) hours of such pay when recalled as authorized by the Chief.

The guaranteed minimum hours will apply only in those situations where there is a break in continuity of hours and will not apply to overtime hours which are continuous with the employee's regularly scheduled hours of work.

An employee who is recalled to work on January 1, Thanksgiving Day, or December 25, shall receive double time for time worked, as long as the holiday is not part of the employee's regular schedule.

No employee on a four and two schedule will be ordered in for regular duty when the individual's two (2) days off fall on a weekend (defined below), or when the employee has an approved day off as part of an annual vacation request that would have the employee scheduled off for a weekend. Callbacks related to an employee's specialized duties will not count toward order in hours.

No employee on a five and two schedule who is scheduled for a three (3) day weekend (defined below), by virtue of a holiday or scheduled day off that is part of their annual vacation request, will be ordered in for regular duty. Callbacks related to an employee's specialized duties will not count toward order in hours.

Weekend, for the purposes of this section, shall be defined as Friday at 11:30 p.m. to Sunday at 11:30 p.m. Patriot's Day shall be exempt from this section.

Employees will be ordered in based on one list kept annually. The list shall be called by seniority (least senior to most) and then by hours ordered in (least amount ordered in to most). Details will be included on this list. Shift order in will be done only by applicable rank or grade. Catch up provision for new officers would place them one block behind last officer on order in list (this is the officer who would be ordered in next.)

3. The opportunity for overtime shall be equitably distributed, provided, however, that the Chief may assign necessary overtime to individuals with special qualifications, when those special qualifications are necessary for the particular overtime assignment. The "special qualifications" provision may not be used to avoid equitable distribution of overtime opportunities in the majority of cases. Records shall be kept of overtime worked. Such records shall be made available to the Association or shop steward in the event of a grievance involving the distribution of overtime.

## **2.3 Injury Leave and Light Duty Assignment**

### **1. Line of Duty Injuries and Illness:**

Whenever an employee is incapacitated for duty by an injury sustained in the performance of duty without fault of their own, the employee shall be granted leave by the appointing authority without loss of pay for the period of such incapacity, provided however, that no such leave shall be granted for any period after such employee has been retired or pensioned, nor for any period after a physician designated by the Town determines that such incapacity no longer exists, and provided further that such compensation shall be paid as allowed under MGL Ch. 41, section 111F, as may be amended from time to time.

Further, no such paid leave shall be continued beyond a total of three (3) calendar days in the event the physician designated by the appointing authority determines that the employee is capable of performing limited police duties, on either a full time or part time basis, subject to the provisions of this agreement. The Chief shall determine whether duties are available which the employee is capable of performing and may or may not assign the officer those duties, as the Chief deems appropriate. If no such duties exist, the employee retains all pay benefits required under MGL Ch. 41, section 111F. Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief, subject to the provisions of this agreement.

Light Duty tasks shall include, but shall not be limited to, the following:

Dispatching, telephone response, training, clerical work, crime prevention activity, citizen assistance, computer operations, supervision (supervisors only), or other functions which are normally associated with the operation of the Police Department.

Most Light Duty tasks will normally be performed inside the Police Station; however, some assignments may require work outside the station. A light duty schedule will normally require an administrative schedule (Monday through Friday, inclusive), but work outside the schedule may also be assigned. If necessary, time will be provided for therapy and rehabilitation for an officer assigned to Light Duty.

If an employee, determined by the physician designated by the appointing authority as capable of returning to limited or light duty assignment, has been assigned to light duty and fails to report to work, that employee will be disciplined by the Chief as any other employee would be for failing to report to work.

While on light duty assignment, the employee's fitness for duty may be reviewed by the Town's physician from time to time and the employee agrees to participate in such occasional examinations as may be required.

### **2. Appeals Process:**

In the event the individual employee's physician disagrees with the decision made by the physician designated by the appointing authority and believes that the employee is not capable of returning to limited or light duty, the employee shall cause their physician to confer with the Town's physician within three (3) business days of the decision by the Town's physician.

If a disagreement between the two physicians exists, a third opinion may be sought from a qualified physician acceptable to both the employee and the Town. If the Town and the employee can't reach agreement concerning an acceptable third physician within *fourteen calendar days*, the Town will provide the names of five qualified physician's to provide a third opinion, from which list the employee shall select one. The cost of this physician will be paid for by the Town. During the appeal process, the employee will remain on injury leave until a decision has been made. The opinion of the third physician will be binding upon the parties.

3. Non-Line of Duty Injuries and Illness:

If staffing and budgetary constraints allow, the Chief will make reasonable efforts to accommodate employees who have been injured or incapacitated while off-duty with light duty assignments.

ARTICLE 3. SALARIES AND SPECIAL PAY ALLOWANCES

**3.1 Base Salary**

All base salaries paid shall be in accordance with the salary ranges set forth in Appendix B of this Agreement.

The base date for determining step increases shall be known as the employee's anniversary date. The anniversary date shall be: A) the date on which a new employee starts work; or B) thereafter, the date on which an employee's promotion takes effect.

- A. Employees shall be evaluated on an annual basis in accordance with the "Performance Evaluation Procedures" included in the departmental procedures manual.
- B. An increase to the next higher step rate, up to and including Step F, shall be granted to an employee after completion of one year from the anniversary date or the most recent step increase, unless the employee's performance is rated as "Unacceptable" or "Needs Improvement."
- C. An employee who receives an "Unacceptable" or "Needs Improvement" rating on an annual performance evaluation shall receive no step increase until the employee's performance is rated at least as "Good."
- D. A rating of "Unacceptable" or "Needs Improvement" may be pursued through Step 4 of the Grievance Procedure. A rating of "Good" or above may only be pursued through Step 3 of the Grievance Procedure.

**3.2 Shift Premium**

Employees assigned to evening or night shifts as part of their regular tour of duty shall receive shift premiums as follows:

<u>Schedule</u>	<u>Shift Premium</u>
All evening or all night shifts	8.0%
Half evening or night shifts	4.0%

Shift premium shall be considered regular compensation for pension/retirement purposes, and shall be included in base pay to compute sick pay, injured pay, vacation pay, overtime and court-time pay, holiday pay and pay for other compensable leave.

**3.3 Special Assignment Pay**

- a. When assigned to the following special assignments by the Police Chief, employees shall be given the additional pay shown on Appendices B:

Assignment  
Composite Artist  
K-9 Officer  
Mechanic  
Firearms Instructor  
School Resources Officer  
Meter Officer  
Field Training Officer  
Firearms Licensing  
Detective  
Inspector  
Safety Officer  
Detective Sergeant

- b. All additional pay provided for under this section shall be prorated and payable only for that period during which the Chief has assigned, and the officer holds the designation of those specialty duties.
- c. Effective until June 30, 2020, Special Assignment Pay shall increase by the percentage or amount of base salary increases (e.g., when an employee's base salary increases by two (2) percent at 7/1/00, all Special Assignment Pay shall increase by two (2) percent at such date).
- d. Employees may be assigned to more than one (1) special assignment by the Police Chief.
- e. Special assignments may be added or deleted during the term of this agreement by the Police Chief with the prior written agreement of the Town Manager. Such assignments will be compensated at the normal rate of special assignment in accordance with Appendix B of the Agreement.

**3.4 Special Detail Pay**

Payment for extra paid details shall be at the following rates:

- a. Town details (other than Regional School District) - Time and one-half the employee's rate for the first eight (8) hours, and double time thereafter. Any portion of an hour worked in excess of fifteen (15) minutes shall be compensated for the full hour.
- b. All other details: Time and one-half the Step F rate for the employee's applicable pay grade with a Quinn Masters degree will be paid for the first eight (8) hours worked on a special detail, and double time will be paid for time worked thereafter. The minimum payment for any such detail shall be at the rate of four (4) hours at the applicable pay grade. After four (4) hours, the minimum for any detail, excluding Town details, shall be at the rate of eight (8) hours.

Double the employee's regular hourly rate will be paid for special details worked on holidays listed in section 4.1.

Double the employee's regular hourly rate of pay will also be paid for details worked between midnight and 8:00 a.m., except, however, that any detail beginning at 6:00 a.m. or later will be paid at one and one-half the employee's normal hourly.

Double the employee's regular hourly rate of pay (including educational incentive) will also be paid for details worked as a result of labor management strikes or lockouts. This rate will apply only if the detail was paid for by the private entity involved (not by the Police Department), and only if the detail was also not the result of a strike or other labor action involving a Town department, Concord Public Schools, Concord-Carlisle Regional School District, or a NEMLEC call out for a strike in another town.

- c. When the situation requires a person in charge, as determined by the Chief or the Chief's designee, a sergeant will be assigned at the sergeant's maximum base rate at time and one half.
- d. The minimum payment for any detail shall be at the rate of four (4) hours.
- e. All officers covered by this Agreement available for special details will be subject to the "order-in" list.
- f. Extra paid details shall be distributed to employees on a fair and equitable basis, and shall be posted and averaged on a continuing monthly basis, provided, however, that the Town shall not be responsible for errors caused by Association member oversight of the detail distribution.

### **3.5 Education Incentive Pay**

#### **A. Effective through December 5, 2021:**

In accordance with Chapter 41: Section 108L of the Massachusetts General Laws, the so-called Quinn Bill, the Town agrees to pay eligible employees an educational incentive as identified under the law with the following provisions:

- 1.) Eligibility for the Quinn Bill shall also be subject to certification by the Commonwealth. The Town will not be held liable under the contract for any officer who is not certified as Quinn Bill eligible.
- 2.) Should the Commonwealth eliminate the Quinn Bill, fail to fund the Quinn Bill, reduce funding for the Quinn Bill, or change the Quinn Bill in any manner that reduces the amount by which the Town is reimbursed for its educational incentive costs, the Town expressly agrees to assume the Commonwealth's share of the Quinn Bill benefits, to the extent necessary to ensure that officers' equivalent total educational incentive payments are not reduced in any way.
- 3.) The Concord Police Association shall continue to defend, indemnify and hold the Town of Concord harmless from and against any and all claims which may arise by reason of any action taken by the Town under this Section during prior Agreements.
- 4.) Employees hired on or after July 1, 2010, who are not eligible for incentive pay under Chapter 41: Section 108L, shall be eligible for an annual educational incentive as follows:
  - Bachelor's Degree in Criminal Justice from a nationally accredited college or university: \$8,000 effective 7/1/18 added to base wages and paid on a bi-weekly basis; or
  - Bachelor's plus a Master's Degree in Criminal Justice or a Master's of Public Administration from a nationally accredited college or university: \$11,000 effective 7/1/18 added to base wages and paid on a bi-weekly basis.

#### **B. Effective December 6, 2021:**

Employees who have acquired a degree in Criminal Justice from a nationally accredited college or university shall be eligible to receive the following educational incentive premium that shall be paid on an hourly basis and calculated as a percentage of their base wages as follows:

- Associate Degree = 10%
- Bachelor’s Degree = 20%
- Master’s Degree = 25%

An employee shall only be eligible to receive educational incentive pay based on one degree, i.e., the highest qualifying degree.

In order to receive educational incentive pay, the employee must email a copy of the qualifying degree, or proof that the degree has been earned, to the Chief and Human Resources Department. Incentive pay shall be effective fourteen (14) calendar days after the employee emails such proof that the Town is able to validate, or upon hire if provided during the hiring/onboarding process.

**3.6 Longevity Pay**

In recognition of years of continuous service, the longevity pay shown below may be added to the annual compensation of each employee:

<u>Year of Continuous Service</u>	<u>Longevity Pay</u>
20 years	\$2,500/year

This compensation is to be effective in the first pay period following completion of the employment period required. Longevity pay shall be considered regular compensation for pension/retirement purposes, and shall be included in base pay to compute sick pay, injured pay, vacation pay, overtime and court-time pay, holiday pay and pay for other compensable leave.

Interruption of employment due to approved leaves, including military service, shall not be deemed to break the continuity of service with the Town in calculating benefits payable under this section, provided that no employment other than military service is entered into by the employee during the period of said interruption.

Such increases in compensation are permissive and are not mandatory, and no increase shall become effective unless the appropriation made, according to law, to which it is chargeable is sufficient for the purpose, and the administrative authority recommends the increase.

**Effective Date of Longevity Pay** - Longevity pay shall begin at the beginning of the work day on the employee’s service date following completion of the specified years of service.

**3.7 Stand-by Pay**

When an employee is specifically required by the Chief or the Chief’s designee to stand by, the employee shall be paid at the regular straight time rate for the assigned hours of stand-by time.

The provisions of Section 3.7 shall not apply to any so-called stand-by pay administered by NEMLEC or similar regional law enforcement agencies.

**3.8 Uniform Allowance**

The Department will make payment of bills for the purchase of prescribed uniforms up to a maximum of \$700 annually per employee.

New employees will receive full issue of clothing and necessary hardware paid for by the Town in lieu of the annual uniform allowance in the first fiscal year of employment.

In addition to the above, an annual uniform cleaning and maintenance allowance will be paid to each member of the bargaining unit. This allowance shall be \$900 for each year of the Agreement. This allowance shall be paid in two (2) equal payments in December and in June, inclusive, for the

preceding six (6) months. Uniform cleaning and maintenance allowance payments shall be prorated as necessary to an employee's hire and termination dates.

**3.9 Salary Upon Promotion**

1. Temporary Promotion - Any employee assigned to a higher position for one full shift or more shall receive the next higher rate above the employee's current pay in the grade filled, for all hours worked in the higher grade, effective from the first day of such assignment.
2. Permanent Promotion to Sergeant - Upon promotion to Sergeant, an Inspector or Patrol Officer shall receive not less than the step below the maximum rate for sergeant.

**ARTICLE 4. LEAVES**

**4.1 Holidays**

1. The Town recognizes the following holidays which in each instance shall be the day determined as the legal holiday:

New Year's Day	Indigenous Peoples'/Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	Martin Luther King Day
Labor Day	

The existence of a holiday shall not affect an employee's regular work schedule. Instead, employees may choose one of the following options:

- a. receive one paid day off in lieu of pay for any or all of the recognized holidays, to be scheduled with the approval of the Chief or the Chief's designee; or
- b. receive an additional day's pay for any or all of the recognized holidays. Such pay shall be computed as one-fifth of the employee's regular weekly pay and shall be in addition to the employee's regular pay. The additional pay for holidays which employees opt not to receive as days off, shall be paid to employees in two (2) lump sums in June and December of each fiscal year for the preceding six (6) months.

Holiday pay (as distinct from holidays off) shall be considered regular compensation for pension/retirement purposes. Employees shall receive holiday leave or pay as stated above regardless of whether the actual holiday falls on a duty or an off-duty day or any compensated leave day.

2. In order to be eligible for holiday pay, the employee must work the regularly scheduled work day before and after the holiday unless the absence is for circumstances beyond the control of the employee and authorized by the Chief. The Chief shall have discretion to disapprove a holiday day off for an employee who is scheduled to work on Thanksgiving, Christmas, or New Year's Day and who failed to work on such day(s).
3. With the exception of Christmas, holidays days off must be taken in the calendar year in which the recognized holidays fall.

4. Employees who are assigned overtime shifts on Christmas and Thanksgiving will be paid double their applicable rate.

**4.2 Vacation**

1. Employees are entitled to vacation each year on the following basis:

	<u>Earn/Mo</u>	<u>Maxm/Yr</u>
Less than 5 yrs. (60 mos.) of Service	7 hrs	84 hrs
From Jan. 1 in the year of the 5th anniversary of date of hire to Jan.1 in the year of the 10th anniversary	10.5 hrs	126 hrs
From Jan. 1 in the year of the 10th anniversary of date of hire to Jan. 1 in the year of the 15th anniversary	13.3 hrs	160 hrs
From Jan. 1 in the year of the 15th anniversary of date of hire to Jan. 1 in the year of the 20 <sup>th</sup> anniversary	14 hrs	168 hrs
From January 1 in the year of the 20th anniversary of date of hire	16.667 hrs	200 hrs

No employee is eligible to take vacation until six (6) months of service is completed.

For the sake of clarification, one (1) week of vacation is equivalent to five (5) scheduled work days, and one (1) day of vacation is equivalent to eight (8) hours earned.

2. Insofar as possible, each employee shall be granted a minimum of two (2) weeks of earned vacation during the period beginning June 1 and ending September 30 each year. Such vacations shall be chosen by each employee according to seniority in classification. All vacation requests will be submitted by April 1 and confirmed by April 15 each year.
3. During a specified vacation period, no employee shall be required to work a regular tour of duty for themselves, or another employee.
4. A vacation period shall be considered to extend from the last work day scheduled prior to the vacation to the first work day scheduled after the vacation.
5. A maximum of two patrol officers and one sergeant per shift, on day and evening shifts in the Uniform Division, may be granted vacation leave at the same time if it is determined by the Chief to be within budgetary limits. An employee may elect to take vacation a day at a time, subject to the approval of the Chief, or the Chief's designee. Such requests will not be unreasonably withheld. At least twenty-four (24) hours' notice must be given to the Chief when requesting such approval for a day or night's vacation.

Two (2) employees per shift shall be granted vacation or personal leave at the same time unless the Chief determines that this is not in the best interests of the temporary manning needs of the Department and provides adequate notice in advance of this decision.

6. Any employee who wishes to use vacation before it is accrued shall be required to sign a one-time, standing authorization form indicating that the employee specifically authorizes the Town to deduct any amounts necessary to make the Town whole for "accrued" vacation leave from the employee's last paycheck. Then when employment is terminated the employee shall be paid for



all unused vacation credits accrued up to the date of termination or shall have deducted from the last check any vacation credit used in advance of accrual.

7. Accumulation of vacation credits each month is limited to twelve (12) months' accrual. In unusual circumstances, the Police Chief may allow an employee to accrue five (5) days more than the limit. Town Manager approval is required in order for an employee to continue accruing leave beyond the 12 month + 5 days maximum accumulation.
8. Vacation entitlement for the first and last months of an individual's employment shall be pro-rated on a calendar day basis to the date of hire or termination, as appropriate. For vacation increment purposes, the anniversary date shall be considered the first day of the month following date of hire.

**4.3 Sick Leave**

Each employee shall accumulate sick leave at the rate of one (1) day for each month of employment. Sick leave is generally for protection of employees against loss of pay due to personal illness; however, up to five (5) sick days per year may be used by an employee for illness of a spouse, parent, dependent child, or other individual of dependent relationship residing with the employee. In order to use accrued sick leave hours as "family sick" leave, the employee must, at the time the absence is requested, identify their relationship to the individual who is ill and needs care.

The Chief of Police may, in the Chief's discretion, require medical certification of any illness. If the certification is requested for a period of less than three (3) days, the Town will bear the cost of such certification when it is presented in writing.

Upon retirement under controlling legislation, individuals employed by the Town on December 31, 2010 shall be paid, as part of termination pay, a percentage of their accumulated sick leave at the date of termination, subject to a maximum of 124 days of accumulated sick leave and to other limitations described in this Section. The percentage of sick leave payable shall be based on the employee's service date (i.e., the date used for vacation accrual purposes) in accordance with the following chart:

<b>Service Date</b>	<b>% of Accumulated Sick Leave Payable</b>	<b>Maximum Payable</b>
Prior to 1/1/1992	50%	62.0 days
1/1/1992 – 12/31/1996	40%	49.6 days
1/1/1997 – 12/31/2001	30%	37.2 days
1/1/2002 – 12/31/2010	25%	31.0 days

Employees hired as a police officer on or after January 1, 2011 shall not be eligible for pay for accumulated sick leave unless, immediately prior to appointment, they were eligible for such a benefit via other employment with the Town.

An employee who voluntarily takes deferred retirement is not eligible for pay for accumulated unused sick days.

In the event of the death of an employee while in the active employment of the Town, the accumulated sick leave will be paid to the employee's estate in accordance with the above guidelines.

An employee who has used sick leave may not work an overtime or detail shift until 24 hours after the end of the shift for which the employee called in sick or until after the employee has worked their next regularly scheduled shift whichever occurs first.

**4.4 Personal Leave**

Each employee is allowed up to three (3) days of personal leave during each fiscal year, subject to the following conditions:

- a. Personal leave may be used for any personal reason; however, the scheduling of personal leave must be approved by the Chief of Police.
- b. A new employee is not eligible for personal leave until completion of the first six (6) months of the probationary period.
- c. During the first fiscal year of employment, each eligible employee is allowed one (1) day of personal leave for each four (4) full months of employment, retroactive to the date of employment.
- d. Any unused personal leave shall be forfeited at the end of each fiscal year and is not subject to payment upon termination of employment.
- e. An employee who has taken unearned personal leave shall authorize the Town to deduct the amount of such unearned paid personal leave from their final pay.

#### **4.5 Bereavement Leave**

Up to three (3) days paid leave shall be granted by the Chief to an employee for any work days missed owing to the death of the employee's father, mother, child, spouse, brother, sister, parent-in-law, grandparent, grandchild, or member of the immediate household of the employee. In order to be granted, all days that are requested must be consecutive.

#### **4.6 Military Leave**

The Association and the Town agree to abide by the appropriate state and federal laws relating to military leave.

A reservist employee shall receive time off for weekend or other inactive duty drills, but such time shall be unpaid unless the employee elects to voluntarily take vacation, holiday or personal leave time.

#### **4.7 Leaves of Absence**

1. The Town will comply with the requirements of the 1993 Federal Family and Medical Leave Act, leave time each year for a variety of reasons as stated in the Act. For the purposes of compliance with the Act:
  - a. The year shall be administered on a calendar year basis from January 1 to December 31.
  - b. The Town may require that available paid sick time leave, followed by vacation and personal leave, be used prior to use of unpaid leave for FMLA purposes. FMLA leave will run concurrently with other paid leave.
  - c. The Town may require certification from the employee's physician that the employee is fit to return to full duties following medical leave.
2. Any regular employee who leaves the Town's service while in good standing and who is subsequently rehired by the Town will, upon successful completion of one year's service, be given credit for the prior years of service for the purpose of calculating vacation accrual and longevity pay.

3. Unpaid leaves of absence for non-FMLA purposes may be granted by the Chief of Police, with the approval of the Town Manager, for not more than 90 calendar days unless otherwise indicated by law.
4. An employee on unpaid leave of absence will keep their seniority status within the department. Other benefits, including but not limited to sick leave, vacation leave, clothing allowance and other pays, will not accrue during the unpaid leave. During the unpaid leave, the employee will have the right to continue group health insurance coverage, provided the employee pays the full amount of the insurance premium beginning the first of the month following the start of the unpaid leave. If the unpaid leave of absence is FMLA-related, insurance coverage and payment will be in accordance with the requirements of the FMLA statute.

**Request for such leave shall be made at least two (2) weeks in advance to the Police Chief.**

5. Employees may be placed on paid administrative leave by the Town Manager or Chief of Police when an employee is subject to an investigation in accordance with General Order 03-15 of the Concord Police Internal Affairs Policy or when it is determined that such leave is necessary for the safety, security or effectiveness of departmental operations.

#### **4.8 Time Off for Association Business**

An employee designated by the Association will be granted reasonable time off to carry out the business of the Association, subject to the needs of the Department as determined by the Chief. Such time off shall be without pay but shall be considered as time worked for the purpose of determining step rates, if any, and other benefits. No Association representative shall suffer a loss in pay while attending any joint Association-Town meeting or for reasonable travel time to and from such meetings while on duty. It is understood that such joint meeting and travel time is considered work time while on duty.

Under no circumstances will employees be paid to attend any Town-Union labor meetings unless they are already in an on-duty status and the meeting is in Town. Authorized employees on-duty will not be paid by the Employer for any meetings which extend beyond the employee's work hours.

Notwithstanding the above, if the Union President is on duty and attends a labor meeting out of Town at which Town officials are also present, the President shall be granted, one day per fiscal year, paid leave to attend such meeting.

#### **4.9 Jury Duty**

Employees required to serve on jury duty during a regularly scheduled work day will receive their normal rate of pay and agree to immediately sign over to the Town any compensation received for such jury service.

**ARTICLE 5. GROUP INSURANCE**

Employees are eligible for certain group insurance benefits as authorized by Chapter 32B of the General Laws of Massachusetts. The Town shall pay the following percentages of various medical plan premiums:

<u>Health Plan</u>	<u>Individual</u>	<u>Family</u>
Harvard Pilgrim	63%	55%
Tufts - EPO	61%	52%
Out of Area	50%	50%
Fallon	60%	55%

The employee shall pay the remainder of the health plan premium.

The Town agrees that in the event the Insurance Advisory Committee secures more favorable group rates for other Town employees, those rates will be incorporated into this agreement.

The Town and the Association agree that employees of the Police Unit shall be allowed to participate in a pre-tax premium deduction plan established by the Town under Section 125 of the IRS regulations to exclude the employee's contributions to the health and dental plans from taxable income.

The Town has the right to change the plans offered subject to bargaining with the Union.

**ARTICLE 6. SAFETY AND HEALTH**

1. The Town will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and the employees will be expected to cooperate with the Town.
2. Safety is a concern to the Town and the Association. The Town and the Association mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees, to provide for their own safety and that of their fellow employees and the general public.
3. To achieve the above principles, the Town and Association agree to establish for the duration of this Agreement an advisory committee on safety principles. The Committee shall consist of not more than three (3) representatives each from the Town and the Association (to be appointed by the Police Chief and the Association respectively). This Committee shall meet from time to time as required, but at least three (3) times per year.
4. In the event that a recommendation of a majority of the Safety Committee is not accepted by the Chief with reasonable promptness, the issue may be referred to the Town Manager for a final decision.
5. In connection with any safety activities, the Town agrees to reimburse only for the time spent by active employees for attendance at such committee meetings during the employee's scheduled tour at the regular straight time rate of pay.

## ARTICLE 7. EDUCATION AND TRAINING

### **7.1 In-Service Training**

The Department will include in its annual budget sufficient funds to furnish forty (40) hours of in-service training for Department employees during the term of this Agreement.

### **7.2 POST Certification**

All employees must be certified in accordance with the Massachusetts Peace Officer Standards and Training (POST) Commission's defined process. POST certification is a condition of employment; therefore, employment will terminate immediately when an employee:

- fails to obtain certification within the period specified, or
- is permanently decertified by the POST Commission.

Such termination due to failure to obtain or maintain POST certification shall not be subject to the grievance or arbitration procedure and shall not be appealable to court by the Association. Further, POST decertification shall not be subject to the grievance or arbitration procedure.

## ARTICLE 8. LAY OFF

1. If the Town finds it necessary to lay off employees, the procedure set forth in this Article will apply.
2. The Association will be notified whenever possible four (4) weeks in advance of any lay off and, insofar as practicable, of the number, names, and occupational classifications of those employees who are affected by the lay off.
3. If layoff is necessary, employees shall be laid off in the inverse order of seniority regardless of the employee's current rank or position. If an employee who is scheduled to be laid off has higher seniority than an employee in a lower level position, the senior employee may "bump" or displace the employee with the lowest seniority in the next lower level within the bargaining unit. In no event will an employee be "bumped" by another employee from a lower level position within the bargaining unit.

Employees who, by exercising their "bumping" option, move into a lower level position within the bargaining unit will be compensated at the same hourly pay rate if it is within the salary range of their assumed position. If the employee's compensation was greater than the top of the assumed position's range, the individual will be compensated at an hourly rate equal to the top of that pay range.

When the Association has been notified of a lay off as outlined in this Article, it will notify the Town within seven (7) calendar days of all affected employees' intentions on whether to exercise their "bumping" option.

4. The Town will give each employee who is laid off either two (2) weeks' advance notice or, in lieu of such notice, two (2) weeks' pay.
5. If an employee who is laid off and has received a termination allowance is rehired and if the number of weeks upon which the termination allowance was computed is greater than the number of weeks since the date of the lay off, the amount of the allowance applicable to the excess number of weeks shall be regarded as an advance to the employee, and the employee shall repay such amount to the Town through weekly payroll deductions at the rate of at least 10% of the individual's basic weekly wage.
6. Before hiring into any job classification in the bargaining unit, the Town will offer re-employment to any former employees who have been laid off from that job classification within the last two (2) years, in the inverse order in which said employees were laid off.

7. There shall be no obligation to offer re-employment to any employee who has been laid off more than two (2) years.
8. The offer of re-employment shall be sufficient if made by registered letter addressed to the laid off employee's latest known address as shown by the records of the Town. Any such laid off employee must respond and be available for re-employment within four (4) weeks after the date of the offer; otherwise the laid off employee shall be deemed to have refused re-employment and the Town's obligation under this Article is satisfied.
9. An employee recalled within two (2) years of their date of lay off will return to their former classification with service accrued up to the time of lay off. Any employee who has been laid off and who has received payment in lieu of a vacation is rehired in the same calendar year, shall not be entitled to a vacation with pay in that calendar year.

#### ARTICLE 9. GRIEVANCE PROCEDURE

1. Any dispute arising as a result of the application or interpretation of one or more express terms of this Agreement may be processed as a grievance through the procedure set forth in Section 5 of this Article, which includes binding arbitration as a final step.

Any dispute arising from conditions of employment not expressly defined in this contract may be processed as a grievance through Step 3 (Town Manager) of the procedure set forth in Section 5 of this Article.

This grievance procedure does not apply to counselings, verbal reprimands, or performance evaluation documents.

Grievances, responses, and other written communications outlined in this procedure may be submitted in hard copy, by mail or via email.

Any step may be waived by mutual written agreement of the parties.

2. Any incident which occurred or failed to occur prior to the effective date of this agreement shall not be the subject of any grievance hereunder.
3. A grievance shall be deemed waived and settled on the basis of the Town's answer, unless such grievance is submitted to each of the steps within the time limits provided. However, the time limits specified may be extended by written agreement between the Association and the Police Chief or Town Manager. If the last calendar day of any grievance procedure time period falls on a weekend or holiday, the time period shall expire on the next regular business day.
4. It is the intent of both parties to resolve disputes with all reasonable dispatch in the interest of making the Agreement an instrument of harmonious relations.
5. Prior to the official filing of a grievance, the grievant(s) will make every effort to resolve it in a discussion with the Division Commander in charge of the grievant(s)' division and the Association steward. If this fails and the grievant(s) elect to pursue the grievance, the following steps shall be followed:

**Step 1 - Division Commander:**

Within twenty (20) calendar days of the alleged violation or knowledge thereof, the grievant(s) or Association shall file the grievance in writing with the Division Commander in charge of the division. The Division Commander shall have ten (10) calendar days after receiving the grievance to meet with the grievant and Association and provide an answer. If the Division

Commander fails to answer a grievance within the specified time period, it shall be deemed denied; the Association may then advance the grievance to the next step.

**Step 2 - Police Chief:**

If the grievance is not satisfactorily resolved at Step 1, the grievant(s) or Association shall submit the matter to the Chief within fourteen (14) calendar days of receiving the answer in Step 1. The Chief shall meet with the grievant(s) and Association and provide an answer within fourteen (14) calendar days of receiving the grievance.

**Step 3 - Town Manager:**

If the grievance is not satisfactorily resolved at Step 2, the grievant(s) or Association shall submit the matter to the Town Manager within fourteen (14) calendar days of receiving the answer in Step 2. The Step 3 grievance shall include a copy of all document(s) submitted at Step 2, a copy of the Chief's response, and a statement as to the issues which remain unresolved.

The Town Manager may appoint a designee to review the grievance; any such designee shall not be an employee from the Police Department. Within twenty-one (21) calendar days after receipt of the grievance, the Town Manager (or the Manager's designee) will conduct any meetings with the parties and/or otherwise investigate the issue as the Manager/designee deems necessary and issue a written decision to the employee within twenty-eight (28) calendar days of the date the grievance was filed.

**Step 4 - Arbitration:**

If not otherwise excluded from arbitration, and if the grievance is not satisfactorily resolved at Step 3, the Association or the Town may move the grievance to arbitration, within twenty-one (21) calendar days of receiving the answer in Step 3, by submitting a letter to the other party by mail, email, or hand delivery stating the intention to arbitrate. The parties shall mutually select an arbitrator, failing which an arbitrator will be selected under the rules of the American Arbitration Association.

The fees and expenses of the Arbitrator shall be shared equally by the parties.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall have no power to add to, subtract from or modify this Agreement. The Arbitrator shall only interpret such items and determine such issues as may be submitted to the Arbitrator in writing by the parties pursuant to this Article. If the matter grieved pursuant to this Article is a disciplinary action taken against a permanent employee, at the arbitration hearing, the Town shall have the burden of proof by a preponderance of the evidence that there was just cause for the disciplinary action.

## ARTICLE 10. PROMOTIONS AND ASSIGNMENTS

### **10.1 Sergeant Promotional Process**

1. **Eligibility List**  
Promotions to the position of Sergeant will be made from an eligibility list to be established by the process outlined below. The Town agrees to make every reasonable effort to post the eligibility list within 90 days of the exam. This eligibility list will remain in effect for one (1) year from the date it is established. All promotional vacancies which the Town intends to fill, which occur during the life of the list, will be filled from the top three (3) candidates remaining on the list at the time the vacancy occurs.
2. **Notice of Testing for Purposes of Creating an Eligibility List.**  
When the Town intends to create a new eligibility list for the position of Sergeant, the Town will post a notice of a testing process on the Department bulletin board listing the application deadlines, eligibility qualifications, general timelines for testing and selection process, passing

grades, and other applicable information. The Town agrees to post the notice at least four (4) weeks prior to beginning the testing and evaluation process.

3. Eligibility:

To be eligible to participate in the testing and evaluation process for the position of sergeant, an employee must have completed a minimum of three (3) consecutive years of active service as a full time, sworn member of the Concord Police Department and be in that status at the time of the announcement of the process.

4. Examinations:

A written examination will be conducted for eligible candidates for promotion to the position of Sergeant. The type, format, and content of the examination will be determined by the Town and will be reasonable and technically designed to judge the capability of an all applicants for the position of Sergeant. Specific examination content will not be available to the candidates prior to the exam, but the Town will advise all eligible applicants of reference material on which the exam is or could be based.

A passing grade of 70% or more on the written exam is required to continue in the process of selection for promotion to Sergeant. This score will serve as the basis for placement on a preliminary list for promotion. A grade of less than 70% precludes a candidate from consideration in the eligibility list.

5. Seniority:

Each candidate for the position of Sergeant who successfully passes the written examination shall be credited with ten (10) points for each full year of service as a full time sworn officer with the Concord Police Department, to a maximum of 100 points.

6. Evaluations:

Both Division Commanders will complete a special evaluation of each candidate who achieves a passing grade on the written portion of the evaluation process. The evaluation will specifically address departmental performance and ability to meet the selection criteria for the position of Sergeant. The evaluations will rate the candidate on a scale of 1-100.

7. Interview:

Oral interviews will be conducted by the Chief of Police and one other or both Division Commanders. Candidates will be rated on a scale of 0-100 based upon the accuracy and appropriateness of their responses and their presentation skills.

8. Eligibility List:

In determining the placement of candidates on the eligibility list, the following weight will be given to each portion of the process:

Written Examination	60%
Seniority	10%
Division Commander's Evaluation	15%
Oral Interview	15%

The candidate who receives the highest score on the total process will be rated at the top of the list and the other candidates will be rank ordered from highest to lowest score. A candidate who fails to achieve a total score of 65 or more will not be placed on the list.

9. Interview with the Town Manager:

When a vacancy which the Town intends to fill occurs, the Town Manager, with the Police Chief and any other person(s) deemed appropriate by the Town Manager, will interview the top three (3) or 25% of the remaining eligible candidates, whichever is more, assuming the eligibility of at least three (3) candidates.



10. Police Chief's Recommendation:

The Chief of Police shall recommend a candidate from among the top scoring three (3) candidates on the list for appointment to the position.

11. Appointment:

The Town Manager will make the appointment to the rank of Sergeant to fill an existing vacancy which the Town intends to fill from among the top three (3) candidates on the list based on the candidates' performance in the selection process, the recommendation of the Chief of Police and any other relevant information.

**10.2 Inspector/Detective Assignment Process**

1. Notice of Assignment:

When the Town intends to assign an employee as an Inspector or Detective, a notice will be posted on the Department Bulletin Board listing the assignment, required qualifications, and any other information the Chief or the Chief's designee deems applicable.

2. Eligibility:

To be eligible for assignment to Inspector or Detective, an employee must have completed a minimum of two (2) consecutive years of active service as a full time, sworn member of the Concord Police Department and be in that status at the time of the notice of assignment.

**10.3 Department Prosecutor**

The assignment of Department Prosecutor may be filled by an inspector, sergeant, or employee not covered by this Agreement.

ARTICLE 11. MISCELLANEOUS

**11.1 Residency Requirement**

All employees shall be required to reside within twenty (20) miles of the limits of the Town of Concord, as measured from the closest border limits of Concord to the closest border limits of the city or town in which the employee lives.

**11.2 Status of New Employees**

All new employees of the Department shall be considered probationary employees during the first twelve (12) months of actual service with the Town of Concord Police Department. Said twelve (12) months shall not include time spent in mandatory basic training, which period shall be considered additional time as probationary employees. At the end of twelve (12) months, each employee's status will be reviewed by the department head, and the individual will be made a regular employee or leave the service of the Department.

A probationary employee is eligible to accrue vacation and sick leave during the probationary period. Vacation may not be used until after completion of the first six (6) months of service, but sick leave may be used as earned. A probationary employee is also entitled to pay for holidays. Employees who leave the service of the Town during or at the end of six (6) months, will be paid for any unused vacation, but not for any unused sick leave.

Failure of the Town to grant a probationary employee permanent status following the probationary period shall not be subject to the grievance or arbitration procedure and shall not be appealable to court by the Association. The decision of the Appointing Authority on an employee's permanent

status is the final decision. During the probationary period the probationary officer shall be an at-will employee.

In addition to statutory requirements, all new employees shall receive field training and shall also be exempt during the probationary period from the shift assignment bidding provisions of this agreement.

### **11.3 Seniority**

Seniority shall be considered the length of an employee's continuous service in their current classification within the bargaining unit. The Chief shall establish a seniority list, which shall be brought up to date on or before January 31 of each year. Said list shall be posted at the station for a minimum period of 30 days.

### **11.4 Outside Employment**

The parties will cooperate in adhering to the principle that outside employment or police paid details will not interfere with the performance of regular duties. The Chief shall have the final decision in approving the appropriateness of such employment.

### **11.5 Employee Records**

Employees may review and copy the contents of their personnel file at reasonable times. The Town may require payment for copies requested beyond one per year.

### **11.6 Departmental Rules and Regulations**

The Town shall establish, maintain, and provide a copy of the following documents to the shop steward:

- a. Department organization chart.
- b. Departmental Rules and Regulations.
- c. Departmental policies.
- d. Job Descriptions for Police Officer and Police Sergeant.

Job descriptions are for guideline purposes only and are not intended to be all-inclusive nor limiting to the functions to be performed for the efficient and effective operation of the Department.

### **11.7 Mileage Expense**

The Town shall reimburse employees for the use of their private automobiles at the current Town rate in effect when such use is authorized in advance by the Chief for Department purposes.

### **11.8 Public Safety Communication Center**

The Concord Police Association acknowledges the inherent management right of the Town of Concord to establish a public safety communication center to process police, fire, and other emergency communications, and to utilize both Association and non-Association personnel in the operations of the center, provided that such rights shall outline the staffing and operation of the center.

1. The goal is to provide one (1) non-Association dispatcher (civilian) for complete 24-hour day, 7-day a week coverage. The actual number will depend on Town Meeting appropriation.
2. Association members will be utilized as necessary to supplement the coverage of the civilians (i.e., second person); provide coverage for employee turnover; and provide coverage for any shift for which Town Meeting appropriations are not available to hire civilians.
3. A division commander or sergeant will be assigned direct supervisory responsibility for the center.

**11.9 Hepatitis Inoculation**

The Town shall provide each employee with hepatitis B shots, at its sole expense, if such shots are not covered by the health insurance plan in which the employee is enrolled and the employee provides a note from a physician or the health plan that verifies the plan does not cover this service. Each employee hired on or after the execution date of this Agreement shall be provided said shots, at Town expense, as a condition of employment.

**11.10 Direct Deposit & Pay Statements**

The Town may choose to require all employees to enroll in Direct Deposit of their pay. If the Town decides to implement this requirement, employees will be given at least 60 days written notice of its decision to do so. The Town may also choose to cease the provision of paper pay statements and instead provide employees with electronic access to such information.

The parties agree to end the practice of providing a separate paycheck or statement for detail pay.

**ARTICLE 12. TERMS OF AGREEMENT**

This Agreement shall be effective July 1, 2021 and shall remain in full force and effect until June 30, 2024.

On or after December 1, 2021, either party may notify the other of its desire to commence negotiations for the purpose of discussing a successor agreement to be effective on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto. During the period of negotiations for a successor agreement to be effective July 1, 2024, this agreement shall continue in force and effect after June 30, 2024 to the extent allowed by law, until a successor agreement is executed.

Concord Police Agreement  
IN WITNESS WHEREOF, this Agreement has been executed by:

FOR THE TOWN OF CONCORD:

*H. J. [Signature]*  
Town Manager, Date

FOR THE CONCORD POLICE ASSOCIATION:

*[Signature]* 01/24/22  
Association President, Date

*[Signature]* #78

*[Signature]* 1/24/22

*[Signature]* #90 1/24/22

**APPENDIX A**

**PAYROLL DEDUCTION AUTHORIZATION – INITIATION FEE & DUES**

Employee Name: \_\_\_\_\_ (Please Print)  
(Last, First, M.I.)

Location: \_\_\_\_\_

The undersigned hereby authorizes the Town to deduct from my wages an amount equal to (one initiation fee and the regular monthly dues) as certified to the Town by the Secretary-Treasurer of the Association or a duly authorized agent. This authorization may be revoked by me at any time by written request to the Town, or by written request by the Secretary-Treasurer of the Association to the Town's appropriate representative.

\_\_\_\_\_  
Signature of Employee

Home Address: \_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City or Town) (State) (Zip)

Social Security Number: \_\_\_\_\_

Date Received by Town: \_\_\_\_\_ Date Effective: \_\_\_\_\_

**APPENDIX B-1  
to Police Association Agreement**

**Town of Concord  
Police Unit Salary Schedule**

Effective July 1, 2021 – June 30, 2022

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<b><u>Patrol Officer</u></b>	<i>Annual</i>	53,244	55,998	59,163	63,498	66,669	69,842	71,239
	<i>Hourly</i>	25.5000	26.8190	28.3348	30.4109	31.9296	33.4492	34.1183
<b><u>Sergeant</u></b>	<i>Annual</i>	63,357	66,644	70,403	75,562	79,339	83,114	84,776
	<i>Hourly</i>	30.3434	31.9176	33.7179	36.1887	37.9976	39.8056	40.6015

**Special Assignment**

**Special Assignment Pay**

Composite Artist	\$2,163/year
K-9 Officer	\$2,163/year
Mechanic	\$2,163/year
Firearms Instructor	\$2,163/year
School Resources Officer	\$2,163/year
Meter Officer	\$2,163/year
Field Training Officer	\$2,163/year
Firearms Licensing	\$2,163/year
Inspector/Detective	\$7,652/year
Safety Officer	\$7,652/year
Sergeant – Detective Division	\$3,813/year

**APPENDIX B-2  
to Police Association Agreement**

Town of Concord  
**Police Unit Salary Schedule**

Effective July 1, 2022 – June 30, 2023

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<b><u>Patrol Officer</u></b>	<i>Annual</i>	54,309	57,118	60,346	64,768	68,002	71,239	72,664
	<i>Hourly</i>	26.0101	27.3554	28.9013	31.0192	32.5680	34.1183	34.8008
<b><u>Sergeant</u></b>	<i>Annual</i>	64,624	67,977	71,811	77,073	80,926	84,776	86,472
	<i>Hourly</i>	30.9502	32.5560	34.3922	36.9124	38.7577	40.6015	41.4138

**Special Assignment**

**Special Assignment Pay**

Composite Artist	\$2,163/year
K-9 Officer	\$2,163/year
Mechanic	\$2,163/year
Firearms Instructor	\$2,163/year
School Resources Officer	\$2,163/year
Meter Officer	\$2,163/year
Field Training Officer	\$2,163/year
Firearms Licensing	\$2,163/year
Inspector/Detective	\$7,652/year
Safety Officer	\$7,652/year
Sergeant – Detective Division	\$3,813/year

**APPENDIX B-3  
to Police Association Agreement**

Town of Concord  
**Police Unit Salary Schedule**

Effective July 1, 2023 – June 30, 2024

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<b><u>Patrol Officer</u></b>	<i>Annual</i>	55,395	58,260	61,553	66,063	69,362	72,664	74,117
	<i>Hourly</i>	26.5302	27.9023	29.4794	31.6394	33.2193	34.8008	35.4966
<b><u>Sergeant</u></b>	<i>Annual</i>	65,916	69,337	73,247	78,614	82,545	86,472	88,201
	<i>Hourly</i>	31.5690	33.2074	35.0800	37.6504	39.5330	41.4138	42.2419

**Special Assignment**

Composite Artist  
K-9 Officer  
Mechanic  
Firearms Instructor  
School Resources Officer  
Meter Officer  
Field Training Officer  
Firearms Licensing

**Special Assignment Pay**

\$2,163/year  
\$2,163/year  
\$2,163/year  
\$2,163/year  
\$2,163/year  
\$2,163/year  
\$2,163/year  
\$2,163/year  
  
Inspector/Detective \$7,652/year  
Safety Officer \$7,652/year  
  
Sergeant – Detective Division \$3,813/year

**APPENDIX C**

PAYROLL DEDUCTION AUTHORIZATION – UNACCRUED VACATION

I, \_\_\_\_\_, as a member of the Concord Police Association, per the terms of the Agreement between the Association and the Town of Concord, agree to repay the Town upon termination of employment for any vacation time taken in advance of accrual. I authorize deduction from my gross earnings for the following specified item and amount:

IN PAYMENT FOR:

Vacation time taken but not yet accrued.

AMOUNT:

Total dollar value, at regular hourly rate of pay, of vacation time taken but not yet earned upon termination of employment with the Town of Concord.

TO BE DEDUCTED:

From final payroll period(s) in which earnings remain due.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

This standing authorization will be kept on file with the Town’s payroll records.

Original to: Finance Director

Copies to: Human Resources Department; Police Chief

(Please keep a copy of this for your records.)