

AGREEMENT

BETWEEN

TOWN OF PRINCETON

AND

FRATERNAL ORDER OF POLICE

JULY 1, 2020 - JUNE 30, 2023

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PREAMBLE

Agreement entered into this 15th day of June, 2020 by and between the TOWN OF PRINCETON, Worcester County, Massachusetts (hereinafter referred to as the Town or Employer) and FRATERNAL ORDER OF POLICE, (hereinafter referred to as the Union).

Any articles or portions of articles of this Agreement that require the expenditures of funds by the Town are subject to the Town appropriating the money at a special or annual Town Meeting to fund such articles or portions of articles in accordance with the Massachusetts General Laws during each year the contract is in effect.

ARTICLE 1- CERTIFICATION AND RECOGNITION

A. The Town acknowledges the certification of representation by the Massachusetts Labor Relations Commission of FRATERNAL ORDER OF POLICE as the exclusive bargaining representative with respect to wages, hours and terms and conditions of employment prescribed by Chapter 150E of the Massachusetts General Laws for "all full time and regular part time police officers and Sergeants" of the Town of Princeton Police Department.

B. Although membership is not mandatory for Princeton police officers, benefits gained by the Union are accorded to all police officers represented, therefore, all full and part time police officers and sergeants will be required to pay either Union dues or an agency service fee within thirty (30) days upon becoming a full or a part time police officer or sergeant. The agency service fee shall be in an amount equal to Union dues less any amount paid by the Union to its national organization on a per capita basis for Union members, and in any event will comply with the regulations of the Massachusetts Labor Relations Commission (G.L. c. 150E, s. 12). The Union will not involve the Town in the enforcement of this paragraph or the collection of agency service fees and will indemnify and save the Town harmless from any claims arising hereunder.

ARTICLE 2 - MANAGEMENT RIGHTS

A. Unless an express, specific provision of this agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, Police Chief or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to signing this Agreement either by law, custom, practice, usage, or precedent to manage and control the Police

Department. The Town will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management specified below:

1. The operation and direction of the affairs of the Town in all of their various aspects;
2. The determination of the level of police services to be provided, the organization of the Department, the number of police officers, and the work functions of the police officers;
3. The direction, control, supervision and evaluation of police officers ;
4. The determination of police officers' ranks;
5. The determination and interpretation of new job descriptions;
6. The increase, diminishment, change or discontinuation of operation in whole or in part;
7. The institution of technological changes or the revising of processes, systems or equipment from time to time;
8. The training of police officers, including in-service training ;
9. The transfer, assignment of duties, work assignments including the change of duties, the creation and the change of shifts, the establishment of new shifts and work assignments from time to time; reassignment of police officers to shifts or other duties.
10. The determination of the location, organization, and number of police officers;
11. The planning, determination, direction and control of all operations and services of the department and its units and programs ;
12. The mandatory requirement and assignment of overtime;

13. The hiring, appointment or promotion of police officers, including the determination of qualifications and requirements for the position or promotion;
14. The hiring, appointment, promotion, demotion, suspension, discipline or discharge of police officers;
15. The layoff of police officers due to lack of funds or of work;
16. The making, amendment, and enforcement of such reasonable rules, regulations, operating and administrative procedures from time to time, as the Town deems necessary;
17. During a state of emergency, the Town shall have the right to take any action to meet the emergency.

ARTICLE 3 - NO STRIKE

A. It is understood and agreed that the services performed by the police officers are essential to public health, safety and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said service performed by the Town of Princeton. No police officers shall cause or take part in any strike, work stoppage, slowdown, or other action, which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Union agrees to take positive affirmative steps with the police officers concerned, and to hold meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lockout police officers nor will it do anything to provoke interruptions of or prevent such continuity of performance by said police officers, insofar as such performance is required in the normal and usual operation of Town services.

ARTICLE 4 - PROBATIONARY PERIOD

A. Newly hired full time police officers will be on a probationary status for twelve (12) months following the beginning of their duties as a police officer. Newly hired part time police officers will be on probation for two (2) years following the beginning of their duties as a part time police officer.

B. The probationary period shall be regarded as an integral part of the selection process and shall be utilized by the Chief of Police for closely observing the employee's work and conduct, for securing the most effective adjustment of a new employee to his/her position and for terminating any employee whose performance does not meet the required work standards.

C. The Appointing Authority may remove the employee at any time if it is revealed that the employee intentionally falsified information relating to his/her application for employment. An employee may be removed if he/she is unable or unwilling to perform the required duties of the position or has displayed conduct, habits or dependability, which do not merit continuing the employee in the position. The employee will be notified in writing that he/she is being suspended or terminated, the reasons for the suspension or termination and the effective date of the action. Any suspension, removal or disciplinary action during the probationary period is not subject to the grievance or arbitration procedures contained in this contract.

ARTICLE 5 - NON-DISCRIMINATION

A. The parties to this Agreement agree that they shall not discriminate against members of the bargaining unit because of race, color, creed, religion, nationality, ancestry, age (40 or older), sex, marital status, sexual orientation, gender identification, genetic information, political affiliation, Union membership or activity on behalf of the Union; nor shall the parties to this Agreement discriminate in regards to employment or conditions of employment or discriminate against any police officer on account of any other status protected under federal or state law against such discrimination or because they have given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for, or on behalf of, the Union. It is further agreed that neither party will foster or otherwise encourage any discrimination, and that they will mutually work toward a resolution of any discriminatory practices, if any, which are brought to their attention.

B. Nothing shall abridge the right of any duly authorized representatives of the union from lawfully presenting the views of the union to the public on issues which affect the welfare of its members, which would not include police operations or deployment. Nothing shall abridge the right of any duly authorized representative of the Board of Selectmen from lawfully presenting the views of management to the public on issues affecting management. Allegations of violations of this Article shall be processed only to the appropriate agency, i.e.

complaints to the Massachusetts Labor Relations Commission or the Commission Against Discrimination (or court), where violations of the statute are involved.

ARTICLE 6 - ADMINISTRATIVE ACTION

A. In the case of any disciplinary action, the Chief of Police shall mail or deliver to the police officer and to the FRATERNAL ORDER OF POLICE business agent a written notice thereof setting forth the reasons for such disciplinary action.

B. No police officer, excluding police officers that are probationary, will be dismissed, disciplined, demoted, suspended, removed, discharged or terminated without just cause.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement.
2. A "Grievant" is the person or persons making the claim.
3. "Parties" refers to the UNION and the TOWN OF PRINCETON.

B. The purpose of the procedure set forth below is to secure, as rapidly as possible, an equitable resolution of any grievance, which may from time to time arise with respect to this Agreement.

C. Procedure

STEP1 Should an occurrence arise which results in a grievance, the police officer or Union shall submit said grievance to the Chief of Police within fourteen (14) days of its occurrence, and the Chief shall have fourteen (14) days to respond to the grievance.

STEP2 If the grievance is not resolved at Step 1, the police officer, or Union, may, within fourteen (14) calendar days submit the grievance to the Board of Selectmen, in care of the Town Administrator.

STEP3 The Board of Selectmen shall arrange a meeting, within fourteen (14) calendar days of its next regularly scheduled meeting after notice from Step 2, with the Union to discuss the grievance and then give its answer in writing within fourteen (14) calendar days.

If the Town has any disagreement with any interpretation, meaning or application of this contract, the Town shall inform FRATERNAL ORDER OF POLICE Representative. The Town and the Business agent shall meet to discuss the issue at a mutually agreeable time. If the issue is not resolved the Town or the Union may proceed to Arbitration, pursuant to Paragraph D, of this Article.

D. Arbitration

Any grievance which remains unresolved after having been fully processed in accordance with the Grievance Procedure may be submitted to Arbitration by either Party within fourteen (14) calendar days of the end of Step 3 of this Article.

To submit a grievance to Arbitration, the following procedure is used:

1. The Party requesting the Arbitration shall give written notice to the other Party.
2. If, within ten (10) days after receipt of the notice, the Parties have still failed to resolve this grievance or, agree upon an impartial arbitrator, the dispute shall be referred to the American Arbitration Association.
3. The administrative costs of arbitration including the arbitrator's fee and expenses, if any, shall be shared equally by the Parties.

E. Miscellaneous

The Union will use FRATERNAL ORDER OF POLICE grievance forms to file grievances. The time limits above may be extended or shortened by mutual agreement.

F. Negotiations or Grievance Meetings

Every effort will be made to hold meetings between the Town and the Union during regular working hours, or such other hours as the parties may agree to, and at locations as the parties may agree to.

ARTICLE 8 – DUES/CHECK-OFF

A. Payroll deductions will be made for Union Dues by the Town of Princeton. Dues shall be deducted once a month with the written consent of each police officer.

B. The Union shall assist the Town Treasurer by providing pertinent information and data regarding union members and dues deduction.

C. The Town shall incur no liability for loss of monies after depositing the same as directed by the Union.

ARTICLE 9 - WORK WEEK

A. The work schedule for all full-time employees will be made out and posted at least one (1) month in advance, the Chief shall have the right to change the schedule if he/she deems necessary.

B. The payroll week will be fourteen (14) consecutive calendar days from Sunday through Saturday inclusive.

C. If a police officer is scheduled to work a shift and that shift becomes open the Town will first offer the shift to part time police officers, then to full time officers through the officer's rotation. The Chief will have the right to force a full-time officer to work the open shift if (s)he deems necessary. The town also agrees that if one officer is working a shift and the officer makes an arrest the town shall call in an officer to assist with the arrest. Part time officers will be contacted first and if no part time officers takes the call in, full time officers will be contacted through the officer's rotation list.

ARTICLE 10 - OVERTIME

A. All authorized work in excess of forty (40) hours per week shall be paid at an overtime rate of one and one halftime (1.5) the regular rate, to include Officers educational incentive "Quinn Bill" rate. All authorized work in excess of eight hours in any one shift performed by part time officers shall be paid at an overtime rate of one and one half (1.5) times their regular rate. All vacation time, personnel time, compensatory time, holiday time and sick leave shall be credited toward the

forty (40) hour calculation. A "forced" overtime list shall be established. In the event a shift vacancy must be filled on a "forced" overtime basis, said shift shall be filled by the least senior officer on the preceding shift. Off duty officers shall be the last to be "forced". This shall be based on a rotating list. Current Officers receive a percentage rate for Quinn. The overtime rate will be based on their percentages. New hires will be prorated based on their fixed educational incentives.

ARTICLE 11 - CONSECUTIVE WORK HOURS

A. No more than sixteen (16) consecutive hours will be worked by any police officer without the approval of the Chief of Police or the Chiefs designee. The policy is for a reasonable period of rest to be spent after the work period prior to the next scheduled work period. Any police officer affected by this Article shall retain their place in the rotation(s).

ARTICLE 12- SWAPPING OF SHIFTS

A. Police officers may swap shifts with each other with prior approval of the Chief of Police or his designee. Requests shall be kept to a minimum.

ARTICLE 13 - VACATION LEAVE

A. A full-time police officer in continuous service shall be granted annual vacation leave as follows:

After one (1) full year	ten (10) days
After five (5) full years	fifteen (15) days
After ten (10) full years	twenty (20) days
After twenty (20) full years	twenty-five (25) days

B. Vacation requests shall be in by the first day of the month prior to the month of the request. The Chief of Police shall have the right to change the schedule if deemed necessary.

C. Upon the death of any police officer eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance earned but not granted in the vacation year during which the police officer died up to the time of his/her separation from the payroll.

D. Police officers who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, shall be paid an amount equal to the vacation allowance as earned and not granted in the vacation year during which such dismissal or retirement occurred up to the time of the police officers' separation from the payroll.

E. Absence on account of sickness in excess of that authorized under the rules thereof or for personal reasons as provided for under other leave, may, after written request to the Chief of Police from the police officer, be charged to any available accrued vacation leave.

F. No police officer may accumulate beyond July 1st of each year more than his/her maximum annual accrued vacation days.

G. If a police officer is promoted from part time to full time police officer, vacation entitlement will be determined according to the following schedule:

*Part time officer for five years or more	10 days
*Part time officer for one to five years	5 days
*Part time officer for one year or less	pro-rated by hours worked; No more than 5 days

After this determination, the calculation of subsequent vacation time will be based upon the police officers' date of promotion to a full-time police officer.

H. No vacation may be taken until a police officer has been employed for six (6) months at which time one (1) week may be taken.

I. A police officer on vacation during a week in which a holiday occurs shall not be charged a vacation day for that holiday.

J. Eligible police officers shall accrue one-twelfth of their annual total vacation benefit for each completed month of employment based on the following schedule:

Annual Vacation Eligibility	Monthly Accrual
10 days	6.67 hours
15 days	10 hours
20 days	13.34 hours
25 days	16.67 hours

Accrual will be granted on the last day of each month completed. Vacation time cannot be used prior to accrual. On the fifth, tenth, and twentieth anniversary date of hire, police officers will be given their newly earned vacation week immediately and will be eligible to accrue, on a monthly basis, an additional week of vacation per year according to the above schedule.

ARTICLE 14 - PERSONAL DAYS

- A. Three (3) personal days per fiscal year shall be granted to full time police officers. These personal days may be taken at any time of the fiscal year upon the officers' request, with the approval of the Chief of Police or his designee and must be used within the year.
- B. New police officers will be eligible to receive personal leave during their first fiscal year of employment according to the following table:

Hire Date: July 1 to September 30	-three personal days
Hire Date: October 1 to December 31	-two personal days
Hire Date: January 1 to March 31	-one personal day
Hire Date: After March 31	-not eligible

ARTICLE 15 - FAMILY AND MEDICAL LEAVE ACT

- A. The Town and the Union shall abide by the terms of the Family and Medical Leave Act 42 U.S.C. §§ 12631 *et. seq.*

ARTICLE 16 - SMALL NECESSITIES ACT

- A. The Town and the Union shall abide by the terms of the Small Necessities Act, Mass. Gen. Law c. 149 § 52D.

ARTICLE 17-INSURANCE

- A. Full time police officers may elect to be covered by \$10,000 term life insurance and \$10,000 accidental death insurance. The Town and the police officer will share the premium payment equally.
- B. The Town of Princeton will pay eighty (80) percent of the cost of Health insurance coverage to full time police officers during the term of this contract.
- C. Voluntary Health Insurance Opt-Out Program:
 - (1) Active service full time police officers enrolled in the Town's health insurance program who obtain alternate health insurance coverage from another source may cancel their Town health insurance coverage and receive a stipend under this section of the Agreement. Assuming a full year of monthly payments, the stipend the Town will pay amounts to

\$2,495.00 to full time police officers waiving individual health insurance coverage and \$4,992.00 to full time police officers waiving family health insurance coverage. The payment shall be made at a rate of \$208.00/month (individual plan) or \$416.00/month (family plan) on or about the last pay period in each month that the employee has opted out of Town coverage. The opt-out payments will be subject to all applicable tax and other payroll withholdings. If an officer's employment ends, the monthly payments shall terminate at that time as well, even if the full annualized amount of the stipend has not been paid.

- (2) To be eligible for this opt-out program, the full-time police officer:
 - a. Shall completely remove him/herself as either a subscriber or dependent on the Town's healthplan;
 - b. Must have been a subscriber to the Town's health plan for each of the twenty-four (24) months immediately preceding his/her decision to opt-out of the Town's plan;
 - c. Must not be subject to an outstanding court order or agreement requiring the full-time police officer to provide health insurance coverage for the employee's spouse, ex-spouse, or dependent children, if any; and
 - d. Provide documentation of alternate comparable health insurance coverage from another source.
- (3) If a full time police officer is eligible and elects to opt out of the Town's health insurance plan, the Town shall not be responsible for providing health insurance coverage to that full time police officer for the following year (except for medical coverage for injuries and illnesses covered by G.L. c. 41, Sec. 111F or G.L. c. 152) and for each fiscal year thereafter that the full time police officer voluntarily agrees to waive health insurance coverage through the Town.
- (4) Retirees enrolled in the Town's health plan shall not be eligible for payments under this provision.
- (5) Changing from a family to individual plan is *not* eligible.

- (6) A full-time police officer is *not* eligible for the opt-out payment where the full time police officer opts-out of their individual health plan and becomes a dependent on their spouse's plan, when their spouse is also a subscriber on the Town's plan.
- (7) Following a decision to opt-out, an employee shall only be eligible to re-enroll in the Town's health insurance plan if the employee has been off the Town's plan for at least 12 months and only during the Annual Open Enrollment Period in December or due to a loss of coverage from the source other than the Town, i.e. a qualifying event under COBRA, such as:
 - a. the death of a covered employee;
 - b. the termination (other than by reason of the employee's gross misconduct), or reduction of hours, of a covered employee's employment;
 - c. (3) the divorce or legal separation of a covered employee from the employee's spouse;
 - d. (4) a covered employee becoming entitled to Medicare benefits under Title XVIII of the Social Security Act; or
 - e. (5) a dependent child ceasing to be a dependent child of the covered employee under the generally applicable requirements of the plan and a loss of coverage occurs.
- (8) To re-enroll, the full-time police officer must complete the required paperwork during the Open Enrollment Period or, for a loss of coverage, notify the Selectmen's Office and complete the re-enrollment process within thirty (30) days of the date of loss of coverage.
- (9) If a full time police officer re-enrolls in the Town's group health insurance or the full time police officer's employment with the Town ends (termination, resignation, retirement, reduction of hours, layoff, or death) during the fiscal year, the full time police officer will only be eligible for a pro-rated opt-out payment (i.e. the monthly payments will cease).
- (10) Each full-time police officer agreeing to opt-out of the Town's health insurance plan must acknowledge that he/she has read and agrees to comply with the terms and conditions of the above Voluntary Waiver of Health Insurance on the Town's Acknowledgement Form.

(11) The completed form and documentation of other coverage should be directed to the Town Administrator, a copy of which will be placed in the employee's personnel file.

D. The parties agree that the issues of Life, Health and Dental Insurance are proper subjects for the 32B Insurance Advisory Committee and options for coverage of Town employees and police officers should be explored.

ARTICLE 18 - SICK LEAVE

A. Full time police officers shall accrue 8 hours of sick time, based on a forty (40) hour work week, for each complete month of employment. Sick time will accrue at the rate of 12 days per year and can accumulate up to a maximum of 135 days. Accrual will be granted on the last day of each month completed.

B. Sick leave must be authorized by the Chief of Police or his/her designee on an appropriate form.

C. The Chief of Police may require a medical examination of any police officer that reports his/her inability to report for duty because of injury or illness. This examination shall be at the expense of the Town by a physician appointed.

D. An injury, illness or disability, self-imposed or resulting from the use of drugs and alcohol shall not be considered a proper claim for sick leave under this section.

E. Sick leave will be granted under the following conditions:

1. When an police officer cannot perform his/her duties because he/she is incapacitated by personal illness, injury, or pregnancy-related condition;
2. When a police officer, because of exposure to a contagious disease, jeopardizes the health of others in the workplace.
3. When appointments with licensed medical or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition; or
4. When the spouse, parent or child or other person living in the household of a police officer is seriously ill.

F. Upon retirement from the Town of Princeton as member of this Collective Bargaining Agreement, a police officer in good standing shall receive a payout of 10% of their accrued sick time at his/her then current base rate of pay.

ARTICLE 19 - HOLIDAY LEAVE

A. The following days (or the days on which they are celebrated) shall be recognized as holidays for full time police officers for purposes of this contract:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Eve - 1/2-day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Eve -1/2 day
Independence Day	Christmas Day
Labor Day	

B. Full time police officers shall be eligible for paid holidays immediately upon employment, provided that he/she works the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless excused previously by the Chief of Police.

C. Whenever one of the recognized holidays falls on a Sunday, the following day shall be observed: and whenever one of the recognized holidays falls on a Saturday, the previous day shall be observed.

D. When normal scheduling requires a full time police officer to perform services on any of the holidays in Section A above, the police officer shall be paid one and one halftimes the police officer's hourly rate in addition to pay for said holiday or another day off of the police officer's choosing and with authorization from the Chief of Police.

E. Part time police officers scheduled to work on Independence Day, Thanksgiving Day, Christmas Day (4 shifts), New Year's Day or Presidents Day, will be paid their time and a half rate.

F. Full time police officers shall be compensated for holidays on the following basis:

1. When a holiday falls on a police officer's scheduled workday, he/she shall receive the day off with pay.
2. When a holiday falls on a police officer's scheduled day off, he/she shall receive, at the discretion of the Chief of Police, either an extra day's pay at his/her regular pay or another day off.

ARTICLE 20 - LEAVE OF ABSENCE

A. The Board of Selectmen may grant a leave of absence without pay for not more than six months. The decision to grant a leave of absence will be in the Selectman's sole discretion and not subject to the grievance procedure. The decision to grant a leave of absence will not be unreasonably denied. A police officer that returns to duty within the prescribed limits of his/her leave will retain his/her prior service rights. Vacation, sick leave and length of service will not accrue during such leaves of absence.

B. A police officer that is placed on a temporary unpaid leave of absence for not more than ten (10) weeks, whether stated to be a leave of absence, a temporary layoff or a temporary disability, will be allowed to continue to participate in the Town's insurance program as if still in paid status. The police officer will be required to pay the Town, on or before the fifteenth of each month, for the following month's coverage of the police officer's portion of the insurance premium which would otherwise be deducted from the police officer's compensation. Failure of the police officer to make timely payments will result in termination of this benefit.

ARTICLE 21 - FUNERAL LEAVE & FUNERAL EXPENSES

A. In the case of death in the immediate family, a full time police officer will be entitled to four (4) consecutive working days off without loss of pay starting on the day of death, or the day thereafter, whichever the police officer prefers.

B. Immediate family shall include the spouse, parents, sisters, brothers, children; including stepchildren, grandparents or grandchildren, if they are living in the immediate household.

C. In the event of the death of an extended family member, a full-time police officer shall be entitled to two (2) working days off without loss of pay. An extended family member consists of the police officer's grandparent, aunt, uncle, niece, nephew, cousin, grandchild, in-laws or stepchild not living with the police officer.

D. In the case of a funeral of a police officer, past or present, a delegation of police officers may attend the funeral services only with the Police Chief's prior approval.

ARTICLE 22 - JURY DUTY

A. All full-time police officers summoned for jury duty will be paid the difference between their weekly base pay plus Quinn/Educational Incentive and their compensation for jury duty. A police officer must provide the Chief of Police with a statement from the court showing the number of days and hours served and the compensation paid.

ARTICLE 23 - RECALL

A. Full time police officers that are recalled working from off duty hours shall receive four (4) hours callback pay. A full-time police officer involved in an "emergency call-in" on a Sunday or a Holiday shall be paid for the time worked at two times his/her regular straight time hourly rate and shall be granted a minimum of three hours of recall. If called back a second time during the first four (4) hour callback period, the police officer will be entitled to only the one original (4) hour callback pay.

ARTICLE 24 - RESIDENCY

A. Police officers will not be required to live within the boundaries of the Town of Princeton, but they shall be required to live within fifteen (15) miles of the limits of the Town. Said distance shall be measured in a direct line from the closest Princeton border of the City or Town in which the police officer lives. Proof of residency and current home addresses must be provided to the Chief of Police. Police officers' home addresses will not be made public and the Town will keep them strictly confidential.

ARTICLE 25 - SENIORITY

- A. Seniority for all full-time police officers governed by this Agreement shall be based upon the number of years of continuous full-time service as a full time police officer in the Princeton Police Department
- B. The Department will make every effort to grant preference to police officers in the order of their seniority for holidays, vacations and all other time off requests.
- C. Seniority among all part time police officers shall be based upon the number of years of continuous part time service as a part-time police officer in the Princeton Police Department.
- D. The Chief of Police shall forward to the Union an updated list of seniority, which shall include both full time and part time police officers. Said list shall be submitted once a year upon request of the union.

ARTICLE 26 - LAY-OFF AND RECALL

- A. In the case of layoffs or reduction of personnel, the laying off of Police officers shall be determined by length of continuous full time (or part time for part time police officers) service in the Department, that is, the police officer with the least seniority, as defined in Article 25, in the Department shall be laid off first.
- B. Reinstatement into the Department shall be as follows: the police officer with the highest seniority shall be rehired or reinstated first, followed by the police officer with the second highest seniority and continuing in this manner.
- C. A police officer that is recalled shall retain the years of seniority, which the police officer had at the time of layoff.
- D. No new police officers shall be hired until all police officers in the layoff status have had the opportunity to return to work.
- E. The Union will be notified as soon as possible regarding any pending layoff. The Town will provide the number and names of those police officers that would be affected by the layoff.
- F. Should it be necessary, for fiscal reasons, to reduce a sergeant to the rank of officer, that sergeant will be the one with the least amount of time in the rank of sergeant in the Princeton Police Department and shall be reinstated to the rank of sergeant prior to any other officer being made Sergeant.

ARTICLE 27 - SHIFT DIFFERENTIAL/STIPENDS

- A. Police officers who actually work from 3:00 p.m. to 11:00 p.m. in FY21, FY22, and FY23 shall receive an additional \$1.35 cents per hour as a shift differential.
- B. Police officers who actually work from 11:00 p.m. to 7:00 a.m. in FY21, FY22, and FY23 shall receive an additional \$1.75 per hour as a shift differential.
- C. Full-time police officers that are certified by the State of Massachusetts as Emergency Medical Technicians shall receive a stipend of \$2,000.00. Full time officers with five years of EMT experience shall receive a stipend of \$2,500.00. Payment will be made to each EMT Officer at the end of the fiscal year (June 30th), provided the officer has completed twelve months of prior service as an EMT in that fiscal year.

D. Part-time police officers that are certified by the State of Massachusetts as Emergency Medical Technicians shall receive a stipend of \$750.00. Part time officers with five years of EMT experience shall receive a stipend of \$845.00. Payment will be made to each EMT Officer at the end of the fiscal year (June 30) provided the officer has completed twelve months of prior service as an EMT in that fiscal year.

E. Police officers shall have access to the fitness facility at the Center Fire Station.

F. Longevity- Full-time police officers will receive an annual longevity stipend. Officers working for the Town of Princeton will be awarded an annual payment compensatory to their length of employment in recognition of their service. Officers with gaps in their employment with the Town of Princeton will also be eligible. Payments to be as follows:

\$350.00 for service of 10-14 years
\$450.00 for service of 15-19 years
\$550.00 for service of 20 plus years

The stipend payment will be made on the employee's anniversary date.

ARTICLE 28 - SAVINGS CLAUSE

A. If any section of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

ARTICLE 29 - APPOINTMENT, PROMOTION AND VACANCY POLICY

A. When the Town in their sole discretion decides to fill a position, it will be posted at least one (1) calendar week in advance on the regular department bulletin board as well as the union bulletin board. Requirements, qualifications, duties, salary and job description as well as any other pertinent information shall be set forth in such posted notice.

B. This promotion and vacancy policy will not apply to emergency or temporary appointments.

C. Part-time police officers shall be given consideration for any full-time police officer job openings.

D. Recruitment and appointment will be governed by section 3.D.1 to 3.D.7 of the Town's Personnel Policy.

ARTICLE 30 - PERSONNEL FILES

A. The Police Department and the Town Administrator may maintain a personnel file for each police officer. Each police officer may examine their personnel file at reasonable times during normal business hours.

B. Any police officer may challenge the accuracy or propriety of a personnel evaluation or any information contained in the personnel file by filing a written statement of the challenge in the personnel file; such challenge, and its final resolution, shall become a material part of the file.

C. Personnel records shall be considered confidential and access to records shall be limited to the Selectmen, Town Administrator and the Chief of Police.

D. Police officers may review their personnel files in the Police Chiefs office or in the Town Administrator's office upon written request and may make copies of any documents contained therein. Police officers may not destroy or remove any documents contained in their files.

E. The Town will require police officers to authorize a response to employment reference checks in writing including a statement holding the Town of Princeton harmless from any liability resulting from same. Police officers will notify the Town Administrator of any anticipated employment reference checks and should notify the Town Treasurer of any anticipated verifications of employment and/or pay.

ARTICLE 31 - BULLETIN BOARD

A. The Town shall provide space for a bulletin board in a designated area of the Police Department for Union notices, which must be signed by the Union. The Union will not post notices of a derogatory, libelous or profane nature, and shall be limited to bona fide Union activities.

ARTICLE 32 - UNION STEWARD

A. The Town recognizes the right of the union to designate a Steward from among the membership. The Union will keep the Town advised as to the name of the Steward.

B. The Town understands that the rights and responsibilities of the Steward, as granted and authorized by the union will include, among other things, the following:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement and M.G.L. c. 150E.
2. The transmission of such messages and information which shall have originated with and are authorized by the Local Union or its office, provided such messages and information have been reduced to writing.
3. Union Stewards will suffer no loss of pay during normal working hours for attending grievance and negotiation sessions and preparing for grievance and negotiation sessions with prior approval of the Chief of Police, which shall not be unreasonably denied.

ARTICLE 33 - GENERAL RIDER

A. All financial allowances, stipends, or other payments to employees under this Agreement are considered income and are subject to customary withholdings for taxes and other purposes. The amounts specified in this Agreement are the gross amounts for such allowances, stipends, etc. (i.e. before taxes and other withholdings).

B. Should any new benefits, or increases in current benefits, be given, applied to, or received by any other Town of Princeton non-management employee by the

Board of Selectmen, Town Meeting, state or federal government, said benefit will be granted to members of this bargaining unit.

ARTICLE 34 - BARGAINING UNIT COVERAGE

A. If, during the term of this Agreement, any new police position is created said position shall be in the FRATERNAL ORDER OF POLICE bargaining unit with the exception of confidential and management employees.

ARTICLE 35 - EXTRA PAID DETAILS

A. The following provisions shall govern the assignment of extra paid details to police officers where the detail is to be paid for by another town department, by a governmental body, or by an outside individual, group, company, corporation or organization.

B. Such assignments shall be made by the Chief of Police or his/her representative and shall be distributed equitably on a rotating basis.

C. Each extra paid detail opportunity shall be first offered to full time officers in accordance with a list based upon seniority. The rotation will stop with the last officer to accept that particular detail, regardless of how many officers are needed for that detail. If no full-time officer is willing to accept an extra paid detail, the opportunity shall be next offered, on a similar rotation basis, to all part time officers. The rates of pay below apply equally to both full time and part time officers.

D. The Chief of Police or his/her representative shall maintain a record of all such assignments which record shall be made available for examination by a representative of the Union. All extra paid details shall be listed in an official department detail book, which will be placed in an area of the police station which is accessible to all members of the police department for review and scrutiny. As soon as information of an upcoming detail is made known to the police department, the detail shall be promptly listed in the Detail Book. Each detail listing in said Detail Book shall indicate the hiring agency, number of officers needed, type of detail, rate of pay and hours of duty as well as any other pertinent data. In addition, a copy of the record of the rotating detail seniority system shall be attached to or included in the Detail Book. The Town may collect an

administrative fee as provided by statute in connection with paid details. The Union Steward may examine all records relating to paid details under this Article upon request.

E. Contractors who fail to provide a minimum three (3) hour notice of cancellation to the police department shall incur a four (4) hour cancellation charge to be paid to the officer(s) assigned to work said cancelled detail.

F. It is agreed that regular shifts must be filled prior to an officer being allowed to work a detail and officers who advise the Chief of Police or his/her designee that they are not available to be scheduled for patrol shifts will also not be available to be scheduled for detail shifts.

During the term of this agreement the detail rate will be:

Effective July 1, 2020 the detail rate will be \$51.00 per hour

Effective July 1, 2021 the detail rate will be \$52.00 per hour

Effective July 1, 2022 the detail rate will be \$53.00 per hour

G. A minimum of four (4) hours pay will be guaranteed to the officer(s) working such a detail. If an officer chooses not to work a full day detail and the detail must be divided amongst officers, the four (4) hour minimum will not apply. If a contractor schedules for a full day but cancels after four (4) hours, an eight (8) hour minimum will apply. If a contractor schedules for four (4) hours and the detail extends over the four (4) hours, a minimum of eight (8) hours pay will apply. If any detail that is scheduled for more than four (4) hours but less than eight, the eight (8) hour minimum will apply. Any detail that extends over eight (8) hours shall be paid additional two-hour increments.

H. All extra paid detail payments shall be paid by the employer to the officer through the Town.

I. All extra paid details shall be paid at a rate of one and one half (1 1/2) times the rate set forth under this Article after eight (8) hours. Extra paid details as set forth under Sections Hand I of this Article which are worked on legal holidays, will be paid at a rate of double time (2 times) the current detail rate as set forth in this Article.

J. Any detail unable to be filled under Section C of this Article may be offered to officers of other towns.

K. If officers work extra paid details in neighboring towns, they shall be required to follow their dress and uniform requirements.

L. The town may choose to have a constable work a paid detail for town voting before filling the detail with a police officer.

M. The Town will maintain an agency account to provide payment for non-Town and Town details. Employees shall be paid for such details in the first regular payroll cycle following performance of the detail.

N. In the event a detail assigned to a full-time officer is cancelled for any reason said officer shall first be called for the next available detail. In the event a detail assigned to a part time officer is cancelled for any reason said part time officer shall be first to be called for the next available detail on the part time rotation.

O. Emergency Details: In the event a detail is requested within two (2) hours of start time the detail hourly rate shall be one and one half (1 1/2) times the current detail rate and minimums shall apply.

P. Liquor Details: In the event a detail is requested into the Police Department requesting an officer where alcohol is served the detail hourly rate will be one and one half (1 1/2) times the current detail rate.

ARTICLE 36 - COURT TIME

A. A police officer shall receive court time compensation if ordered by the chief of police or his/her designee to attend a court of law.

B. Court time compensation for full time officers, who are not regularly scheduled to work, shall be paid at a rate of one and one half (1 1/2) times the employee's regular rate of pay. A minimum of four (4) hours at the overtime rate will be paid for such appearance for full time officers. Part time officers shall receive a four (4) hour minimum their regular rate of pay.

C. The Chief of Police may appoint a court officer to represent the Police Department at all arraignments and continuances where it is not necessary that the officers involved in the case be present.

D. Officers reporting to court must first report for duty to the police station, pick up a marked police cruiser, if available, and then proceed to court. After the officer's duties in court are complete, the officer must return to the police station. The Chief of police or his designee may, in his/her discretion, waive the requirements of this paragraph.

E. For purposes of this Article, Court time shall begin from the time the employee arrives at the police station until the time he/she returns from court and then leaves the police station. Employees may use marked cruisers to attend court, if authorized by the Police Chief.

F. Town furnished transportation shall be used whenever available. If a private vehicle is used, the mileage rate shall be at the current Town rate. The Town will pay all tolls and parking expenses incurred.

ARTICLE 37 - LIABILITY INSURANCE COVERAGE

A. The Town agrees that police officers are covered under the Town's general Liability Insurance Policy for their actions as a police officer. Such coverage is subject to the terms and conditions of the insurance policy and federal and state law.

ARTICLE 38 - PROFESSIONAL MEMBERSHIPS

A. Payment of annual membership dues, with permission of the Chief of Police, in recognized Police Professional Societies or Associations (not Union dues), not to exceed \$325.00 for any officer, will be made by the Police Department.

ARTICLE 39 - TRAVEL REIMBURSEMENT

A. Reimbursement for travel expenses shall be pursuant to the Town's Personnel Policy Section 8.A.1., entitled Travel.

ARTICLE 40 - CLOTHING ALLOWANCE

A. When on duty in the uniform branch of the department, all officers must wear uniform clothing as required by department regulations.

B. It is understood that the Chief of Police may prescribe dress regulations for uniformed officers and that compliance with such regulations is mandatory.

C. When appearing in uniform, on or off duty, all officers must be neatly and cleanly attired in a Princeton Police Department uniform so as to reflect credit upon the Princeton Police Department and upon themselves as professional police officers.

D. Any change in style or color of uniform or attire or any change of equipment, accessories or accouterments ordered by the Chief of Police shall be paid for by the Town in addition to the yearly clothing allowance outlined in paragraph E.

E. The Town agrees to appropriate, subject to Town Meeting approval, \$2,500.00 for Police officer clothing and \$2,500.00 for equipment. The distribution and replacement of clothing and equipment will be done pursuant to the current practice as administered by the Chief of Police.

F. Any new police officer will be outfitted by the Town at the Town's expense.

G. Full-time police officers shall receive two cleaning payments of \$400.00 per year. Payments will be made to each officer at the end of December and June during each fiscal year provided the officer has completed six (6) months of service prior to the payment period in that fiscal year.

H. Part-time police officers shall receive two cleaning payments of \$200.00 per year. Payment will be made to each officer at the end of December and June during each fiscal year provided the officer has completed six (6) months of service prior to the payment period in that fiscal year.

ARTICLE 41 - SUPERVISING OFFICER

If the Chief of Police is not available to perform his/her duties, the Chief may designate a Sergeant or a full-time police officer as a supervisor in charge. The Sergeant or a full-time police officer shall receive one (1) hour of pay for every eight (8) hours of supervision. The Chief of Police will have full discretion on whom he/she chooses to have supervise in his/her absence. This shall be in addition to his/her regular compensation.

ARTICLE 42 - SALARIES

A. FULL TIME POLICE BASE HOURLY SALARY SCHEDULE

	FY 2021 7/1/2020	FY 2022 7/1/2021	FY 2023 7/1/2022	Year of Service
Step 1	23.08	23.71	24.36	0 to 18 Months
Step 2	24.72	25.41	26.11	18 Months to 3 Years
Step 3	26.37	27.09	27.84	3 Years to 5 Years
Step 4	29.78	30.60	31.44	5 Years On
Sergeant	36.21	37.20	38.23	

Sgt after 5 years 5% additional pay

If a full or part time police officer is hired with previous experience, the Town has the option to place him/her on a higher step.

B. PART TIME POLICE BASE HOURLY SALARY SCHEDULE

	FY 2021 7/1/20	FY 2022 7/1/21	FY 2023 7/1/22
Part-time Patrolmen	19.66	20.20	20.75

2nd. Step after 5 years part-time officer

22.40 23.02 23.65

ARTICLE 43 - EDUCATION INCENTIVE

A. The Town meeting has voted that officers will receive education incentive payment as prescribed under the "Quinn Bill", as set forth in Mass. Gen. Laws, Ch. 41, Section 108L.

B. All sworn personnel who are currently employed by the Town of Princeton and actually receive "Quinn Bill" benefits who improve their degree in Criminal Justice shall continue to receive benefits equivalent to the "Quinn Bill" standard incentives.

C. Any current full-time police officer that obtains a degree in criminal justice from an accredited institution shall be eligible for an educational stipend based on the level of the degree obtained.

D. Newly hired full time officers that are hired on or after July 1, 2014 who have degrees in criminal justice will qualify for an annual educational stipend as follows:

1. Associate Degree: \$3,000.00
2. Bachelor's Degree: \$5,000.00
3. Master's Degree: \$6,000.00

These stipends will become effective after an officer successfully completes the Probationary Period outlined in Article 4 of this Agreement and will be pro-rated in the first Fiscal Year from the date the Probationary Period is successfully completed. Stipends will be paid in the first payroll period each January and the last full payroll each June. Education stipends shall be included in base pay for the exclusive purpose of calculating overtime.

ARTICLE 44 - APPOINTMENTS

A. The Board of Selectmen may make initial appointments of police officers at any time during the year. Reappointments shall be made so as to take effect on the first day of July of each year. For officers completing their first appointment, a short-term secondary appointment may be necessary to bring them to the point that they may be reappointed on July first.

B. Appointments made by the Board of Selectmen shall continue in effect, unless otherwise modified or terminated as provided by this agreement or by law, until the date of their expiration.

C. If the Selectmen choose not to reappoint an officer, the officer must be informed by April 15th. The officer will be offered, subject to the following sentence, salary continuation from April 15th to June 30th as a severance package. The severance package will be offered only if the officer agrees to waive any appeal, grievance or civil action in a court of law to contest or challenge the non-reappointment.

ARTICLE 45 - FIREARMS PROFICIENCY

In service firearms refresher and training courses will be provided to all full and part time police officers four (4) times a year. An effort will be made to do so under both day and night conditions. Ammunition will be provided by the Police Department. Officers shall complete successfully a firearms proficiency / marksmanship test based on standards which are reasonable as determined by the Massachusetts Criminal Justice Training Council.

A. This article shall include all newly hired officers, who shall successfully complete said firearms qualifications prior to active duty.

B. The Union shall be notified of all such officers that have successfully qualified with firearms.

ARTICLE 46 - DRUG FREE WORKPLACE, DRUG AND ALCOHOL TESTING

A. The Town seeks to ensure a safe, healthy and productive work environment for all employees. Evidence clearly indicates that alcohol and other drug abuse by employees' results in low productivity, high absenteeism, excessive use of medical benefits and a risk to the personal safety of the employee as well as that of co-workers. In a good faith effort to comply with the Drug-Free Workplace Act of 1988, the Town prohibits the use of alcohol and/or illegal drugs/controlled substances on the Town's premises. It is prohibited for any employee of the Town to unlawfully manufacture, distribute, dispense, possess, or use controlled substances at the workplace or on other premises while conducting Town business. Controlled substances are defined for the purpose of this contract as those groups of drugs whose use is limited or prohibited by federal and/or state law.

B. Guidelines and regulations regarding a drug free workplace are detailed in the Town's Drug Free Workplace Policy in the Town's Personnel Policy.

ARTICLE 47 - DURATION

A. This Agreement will be effective July 1, 2020 and will continue to remain in full force and effect up to and including June 30, 2023. By November 1st prior the expiration of the contract (or November 1st of any subsequent year if the contract is extended) either party may provide notice to the other party to renegotiate the contract.

B. In the event that no notice is received from either party by January 1st, the contract will automatically be renewed for one additional year. Further, this Agreement shall remain in full force and effect until the Parties reach a new agreement.

ARTICLE 48 -AMERICAN FLAG AT HALF-STAFF

A. The Union agrees that when directed by the Supervising Officer officers shall raise to and lower from half-staff the American flag located between Town Hall and the Library at such times designated by the Town Administrator or Chairman of the Board of Selectmen. The Town agrees to limit these requests to those times when Town Hall is not operating.

Signed as a sealed instrument this 15th day of June 2020.

BY THE FRATERNAL ORDER
OF POLICE



John Chase, Union President


DATE: 13 JUNE 2020



Jack Parlon
Fraternal Order of Police Representative

DATE: 13 JUNE 2020

BY THE BOARD OF
SELECTMEN



Karen Cruise, Chair



Richard Bisk, Member



Matthew Moncreaff, Member

DATE: 6/15/2020