

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF WAYLAND
AND
THE WAYLAND POLICE OFFICERS UNION
IN AFFILIATION WITH
THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC.

July 1, 2020 - June 30, 2023

	TABLE OF CONTENTS	PAGE
	AGREEMENT	1
ARTICLE 1	RECOGNITION AND UNIT DESCRIPTION	2
ARTICLE 2	MANAGEMENT RIGHTS	2
ARTICLE 3	UNION BUSINESS	3
ARTICLE 4	EMPLOYEE RIGHTS AND OBLIGATIONS	3
ARTICLE 5	REVOCATION OF CIVIL SERVICE	5
ARTICLE 6	HOURS OF WORK AND OVERTIME	11
ARTICLE 7	SALARIES	15
ARTICLE 8	COURT TIME AND PRIVATE DETAILS	17
ARTICLE 9	NARCAN	19
ARTICLE 10	EDUCATIONAL INCENTIVE	19
ARTICLE 11	EDUCATIONAL REIMBURSEMENT	22
ARTICLE 12	UNIFORM ALLOWANCE	23
ARTICLE 13	CHECK OFF	23
ARTICLE 14	GROUP INSURANCE	23
ARTICLE 15	INJURED ON DUTY	24
ARTICLE 16	VACATIONS	25
ARTICLE 17	HOLIDAYS	27
ARTICLE 18	SICK LEAVE	28
ARTICLE 19	PARENTAL LEAVE	29
ARTICLE 20	LEAVES OF ABSENCE	30
ARTICLE 21	GRIEVANCE PROCEDURE	31
ARTICLE 22	ARBITRATION	33
ARTICLE 23	TRAINING AND FITNESS	33
ARTICLE 24	SAFETY AND HEALTH	34
ARTICLE 25	BULLETIN BOARDS	34
ARTICLE 26	PERSONNEL RECORDS	34
ARTICLE 27	DRUG & ALCOHOL TESTING	34
ARTICLE 28	STABILITY OF AGREEMENT	36
ARTICLE 29	DURATION OF AGREEMENT	37
APPENDIX A	CERTIFICATE	39
APPENDIX B	HEALTH INSURANCE INCENTIVE WAIVER PROGRAM	40
APPENDIX C	QUINN QUALIFYING OFFICERS	44
APPENDIX D	EDUCATIONAL INCENTIVE – HIRED AFTER 7/1/09	45
APPENDIX e	RESIDENCE REQUIREMENT	46

AGREEMENT

This Agreement made and entered into by and between the Town of Wayland (hereinafter referred to as the "Town" or "Employer") and The Wayland Police Officers Union, in affiliation with the NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, Inc., (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Employer and the Union. To that end, the parties recognize the importance of dealing with one another with mutual respect and dignity.

It is understood that the Town Administrator is the Appointing Authority and shall implement, to the best of its ability, and at all time in good faith, the articles and sections of this agreement.

Should any new classification(s), title(s) be added to the work force, with the exception of Lieutenant, Captain and Deputy Chief, the Employer shall notify the Union of such new classification(s), title(s). The Employer and the Union shall consult to mutually determine if such new classification(s), title(s) shall be added to the bargaining unit. If the parties cannot agree, the matter may be referred to the State Labor Relations Commission by either party with a request that the Commission make a determination.

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

1-1 The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours, and conditions of employment for all employees in the unit described in Section 2 hereof.

1-2 The unit to which this Agreement is applicable consists of all regular permanent members of the Town's Police Department up through the rank of sergeant, to include youth officer, but to exclude the ranks of lieutenant, captain, deputy chief and chief. The term "employee" as used herein refers to a member of said unit.

1-3 No appointment or employment of a permanent police officer shall be deemed final and permanent until after the expiration of a six-month probationary period following formal appointment as a Police Officer. .

1-4 The Town and the Union agree not to discriminate in any unlawful way against employees covered by this agreement on account of race, religion, creed, color, national origin, age, gender, sexual preference, union activity or veteran status. Nothing in this Agreement shall be interpreted or applied in a manner inconsistent with the obligations under the Americans with Disability Act (ADA).

1-5 The Union Officers and Representatives are as follows: President, Vice President and Secretary/Treasurer.

1-6 The Union shall keep the Town informed of any changes in the roster of Union Representatives and provide the Town with an annual list of Representatives on July 1st of each contract year.

ARTICLE 2

MANAGEMENT RIGHTS

2-1 The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and all such rights, powers and authority as are specified or tacitly included in the General Laws (including C. 41, S. 97A), Civil Service Rules and Regulations, Personnel or other Town by-laws, except to the extent such rights, powers and authority are specifically limited by an express provision in this Agreement. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces.

ARTICLE 3

UNION BUSINESS

3-1 Up to three members of the union may be present and participate in a collective bargaining negotiating session. Employees who are scheduled for regular duty during a session will be provided with paid release time for the duration of their scheduled shift. In the event that a duty situation arises requiring the presence of said employees, the meeting will be adjourned or recessed as indicated by the circumstances.

3-2 Wayland Police Officers Union officers as described in Article 1, Sec. 5, shall be permitted to process grievances during their scheduled hours of duty, provided that prior permission is obtained from the Police Chief or his/her delegate, not less than 24 hours prior, of the officers intent to utilize on-duty time for this purpose, and the amount of time in which the officers are engaged in processing grievances is reasonable under all of the circumstances. The notice requirement will be waived by the Police Chief under emergency circumstances.

3-3 Leave of absence without loss of wages, benefits or other privileges may be granted to one (1) elected officer of the Union to attend New England PBA (NEPBA) Conventions. Such leave shall not exceed three (3) days and cannot be carried over from year to year. Written notice will be given to the Chief of Police at least fourteen (14) calendar days prior to the event.

ARTICLE 4

EMPLOYEE RIGHTS AND OBLIGATIONS

4-1 Employees have, and shall be protected in, the exercise of, the right without fear of penalty or reprisal to join and assist the Wayland Police Officers Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the Department, to members of the Board of Selectmen and of the General Court or to any other appropriate authority or official.

4-2 No representative, official, or agent of the Town shall:

- (a) Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Wayland Police Officers Union;
- (b) Interfere with the formation, existence, operations or administration of the Wayland Police Officers Union;

(c) Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in the Wayland Police Officers Union;

(d.) Discriminate against an employee because he/she has given testimony, taken part in any grievance procedures or other hearings, negotiations or conferences for or on behalf of the Wayland Police Officers Union or any employee;

(e) Refuse to meet, negotiate or confirm proper matters with officers or representatives of the Wayland Police Officers Union as set forth in this Agreement;

(f) Discharge or discriminate in any way against employees of the Police Department for Union membership or Union activities.

4-3 No officer, agent, member or employee of the Wayland Police Officers Union shall:

(a) Interfere with, restrain or coerce employees in the exercise of their right to refrain from joining the Wayland Police Officers Union;

(b) Interfere with the operation or administration of the Town, including its Police Department;

(c) Discriminate in any manner in order to encourage membership in the Wayland Police Officers Union;

(d) Discriminate against an employee because he/she has given testimony in any grievance, arbitration or other hearing on behalf of the Town or the public;

(e) Refuse to meet, negotiate or confirm proper matters with the Personnel Board or other authorized representatives of the Town.

4-4 The Wayland Police Officers Union, officials, members, and all employees performing work within the scope of this Agreement, individually and collectively hereby agree that at no time will they cause, condone, sanction or participate in any strike, walkout, slowdown, sit-down, picketing, sympathy, job action, employee demonstration, work stoppage, or any other kind of cessation, interruption or interference with the performance of employment duties for the Town of Wayland, while on duty.

The Wayland Police Officers Union, officials, members and all employees performing work within the scope of this Agreement, individually and collectively, further agree that in the event of a violation of this provision any and all individuals involved shall be subject to discipline or damage action in accordance with the applicable Massachusetts statutes. This does not waive their rights of free speech or other constitutional freedoms of expression.

ARTICLE 5

REVOCATION OF ADOPTION OF CIVIL SERVICE (MGL CHAPTER 31)

Whereas, the Town of Wayland successfully revoked its adoption of Civil Service (Massachusetts General Laws chapter 31) in May, 2016; and

Therefore; the Parties hereby agree to the following:

1. The parties agree that all officers listed below who were then under civil service shall remain such except for purposes of promotions.
 - Akins, Charles; Berger, Jamie; Bowles, Shane; Castagno, Tyler; Cohen, Christopher; Fitzgerald, Sean; Hanlon, Christopher; Hebert, Mark; Henderson, Timothy; Kazan, Justen; Kullich, Jarrod; Lombardo, Seanna; Ordway, Jennifer; Sloan, Lynett; Smith, William; Walsh, Redmond; Wilkins, Mark.
2. Promotions - Promotions are based upon the merits of the candidates and their personal performance in the promotion process, and never on favoritism. A promotion is an investment in the future, not only for the department, but also for the employees who will be supervised and guided by the promoted member.
 - A. Policy - It is the policy of this department to recommend promotions based upon an employee's training, experience, and merit. The Town Administrator is the Appointing Authority. No employees will be denied promotion based upon any discriminatory criteria, including, but not limited to, race, creed, color, national origin, gender, gender identity, sexual orientation, parental status, veteran status, age, union activity, religion, political affiliation, handicap, or any other protected category. The promotional process shall consist of a written test and an oral interview. Candidates will be ranked according to their final grade consisting of the combined scores of the two.
 - B. Procedures - Promotions of sworn personnel to the rank of sergeant and lieutenant are processed under the direction of the Chief of Police. His/her responsibilities shall include:
 - 1) Posting written announcements of any scheduled promotional opportunities;
 - 2) Coordinating with any companies or consultants contracted to administer the written exam;
 - 3) Protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations are kept in a secure location; and will remain confidential to the extent provided through this agreement;

- 4) Maintaining copies of active promotion lists; and
- 5) Maintaining copies of reading lists.

- C. Testing/Scoring Materials - Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area approved by the Chief of Police. Promotional materials shall be retained by the Chief of Police for the officer's duration of employment. These include:
- 1) Interview questions and score sheets; and
 - 2) Oral interview questions, exercises, evaluations and other related materials.
- D. Notice of a Promotional Process - The Chief or his/her designee shall advise all affected personnel of an upcoming promotional process no less than 120 days in advance of the assessment date by:
- 1) Posting the notice in a prominent place within the police station;
 - 2) Forwarding the notice to supervisors to be read at roll call; and
 - 3) Forwarding an electronic copy through the department's email system.

The Town will provide a date for the exam and a list of all guides and related materials at least 120 days prior to administering any promotional exam.

Officers out for an extended illness or injury, on administrative or other leave, or on active military duty or otherwise not likely to receive notice shall be sent a copy of the upcoming promotional process notice by email and first class mail.

- E. Eligibility -
- 1) Promotion defined: For the purpose of this agreement a promotion shall be defined as, any change in status that results in an upgrading of salary increments from patrol officer to the rank of sergeant or from the rank of sergeant to the rank of lieutenant.
 - 2) An eligibility list shall be established based upon a weighted written examination, developed and administered in accordance with accepted standards in the field of Testing and Promotional exams and an oral interview and other factors as listed in items F and G of this section. The exam for the rank of Sergeant will be open to all regular full-time officers in the bargaining unit who have at least three (3) years as a regular Wayland Police officer. To be eligible for the rank of Lieutenant the exam will be open to all regular full-time Sergeants in the bargaining unit with at least five (5) years as a Wayland Police officer and with at least two (2) years as a Wayland Police Sergeant. Candidates must possess an Associate's Degree or greater.

- 3) Those on the eligibility list will be ranked in accordance with the factors used to establish a final grade as identified in the Written Exam and Oral Interview criteria:

F. Written Exams

- 1) 60% of Final Grade
- 2) Exam criteria: Local focus, professionally developed law enforcement promotional exam. The examination will be multiple choice and will be scored and designed by an independent developer or vendor of the exam.
- 3) Appeals of the scoring are to be submitted to the Chief within five (5) business days of receiving test results. The Chief will submit all appeals to the testing company and a response will be provided to the officer within a reasonable amount of time. All decisions by the testing company are final and binding.
- 4) Scoring for Patrol to Sergeant - For the promotional exam for the rank of Sergeant the passing score will be seventy-five (75) or higher. In the event that less than three (3) patrolmen achieve a score of seventy-five or higher, the passing grade of the exam will be lowered to seventy (70) or higher. In the event that only twenty-five (25) percent of the patrolmen taking the exam pass after lowering the passing grade of the exam to seventy (70), one additional exam will be given not earlier than (60) days and not later than one (1) year of the previous exam date. The passing scores from these two exams will then constitute the final list for the written exam.
 - a) If another exam is held because only twenty-five (25) percent of the patrolmen achieved a grade of seventy (70) or above, those patrolmen who passed the original exam with a score of seventy-five (75) or higher shall have the option of "holding" their grade and will not be required to take the next exam. Their grade shall be counted and applied to the scores of the second exam. Patrolmen who choose to "hold" their grade shall make this known to the Chief of Police by way of a written notice at least 14 days prior to the date of the new exam.
 - b) The exam will be pass/fail. Passing the exam will admit candidates to the next phase of the promotion process, where their scores will be considered as one of the factors in promotion. No further exam will be scheduled for this test cycle.
5. Hiring for Lieutenant or Police Chief. When hiring for Lieutenant or Police Chief, the Town shall afford all officers an opportunity to apply for the positions and shall review the applications received together with all other applications.
 - b)

G. Oral Interview

- 1) 40% of final grade:

- 2) Every effort will be made to avoid questions that have been covered by the written exam. There may be questions on how the candidate would apply material covered by the exam to our officer's and community.
- 3) The Oral Interview Board shall consist of at least five members with at least two outside (non-Town of Wayland employees) jointly appointed by the Police Chief and Town Administrator, , one person designated by the Town Administrator who may not be a Police Department employee, and two members appointed by the Police Chief.
- 4) Board Review and Point Assessment
 - a) The candidate will be allowed fifteen (15) minutes to explore and explain his/her involvement with different aspects of the Wayland Police Department.
 - b) The candidate may utilize their employee personnel file, outside awards, disciplinary actions, commendations, training, projects, other materials provided by the candidate.
 - c) The candidate order for the oral interview process will be random. Each candidate will be awarded a score for this phase of testing. This score will be derived without any knowledge of the written test scores.
 - d) Each interviewer will independently score each candidate. Candidates' scores will be based upon the quality of each candidate's interview. When this is completed the interviewers will add their scores for each candidate. The sum of the interviewer's scores for each individual candidate becomes the candidates' interview score. This score will be provided to the candidate within five (5) days. A certified list of the final rankings will be posted on the Union Board.

H. List Certification - The date the Town Administrator certifies the letter establishing the list will be considered the official start date of the sergeants' and/or lieutenant's promotional list. The list will exist for two (2) years from certification. The order of the candidates by composite score will not change.

I. Selection and Appointment

- 1) For each promotional vacancy being filled the Town Administrator shall select from among the names on the eligibility list.
- 2) The Chief of Police shall make a recommendation for promotion from the list of eligible candidates based on the following criteria:
 - i. Job related experience;
 - ii. Performance in his/her present position (including contributions to the department);
 - iii. Score on promotional exam;
 - iv. Record of sick leave abuse;
 - v. Formal education;
 - vi. Training and education through career development;
 - vii. Disciplinary record;

viii. Work ethic and initiative

- 3) The Town Administrator shall have sole discretion in making selections off the list in accordance with this Article. However, where the highest ranked candidate(s) on the list is (are) not chosen for any of the vacancies the qualifying bypassed candidates may request a meeting to discuss the selection process.

7. Layoff & Recall

- A. For purposes of this Article only, the term "Seniority" shall mean length of continuous service within the bargaining unit as defined in this agreement.
- B. Officers with Civil Service status shall follow the provisions of Civil Service for purposes of layoff and recall.
- C. For the purposes of this Agreement for Officers without Civil Service status, the term "layoff means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of any layoff, the least senior employee or employees shall be laid off first. In any such case a five (5) days' advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union.
- D. A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of his or her intention to return to the Wayland Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police. Prior to returning to work a recalled employee may be required to undergo a physical examination, physical abilities test or such other examination or investigation as the Chief of Police deems necessary and appropriate. If, based on the results of such examination or investigation, the Chief of Police rescinds the offer of recall he/she shall provide the employee with a written statement of his reasons for the rescission.
- E. Upon recall or rehire the Town will be responsible for updating any required licenses or certifications of the laid off employee.

8. New Personnel

- A. The Town will hire and appoint new officers, including lateral police officers, in the manner so established by the Town policies and procedures on hiring.
- B. All lateral employees will be subject to a 6-month month probationary period following their being sworn-in as a Police Officer.

ARTICLE 6

HOURS OF WORK AND OVERTIME

6-1

(a) The regular workweek for Police Department personnel shall consist of thirty-seven and one-half (37 1/2) hours.

(b)	7:00 AM	to	3:00 PM	Day Shift
	3:00 PM	to	11:00 PM	Evening Shift
	11:00 PM	to	7:00 AM	Night Shift

(c) All members assigned to uniformed duties shall work a continuous schedule of four (4) consecutive eight (8) hour days on duty, then two (2) consecutive days off duty, subject to change by mutual agreement.

6-2 Officers assigned to specialist positions shall perform the following duties inclusively:

(a) All of the duties of police officials within their rank (i.e., Police Officer, Sergeant).

Detective will not be indiscriminately reassigned to uniformed duties to cover the shift of an absent uniformed officer. This does not, however, negate the right of the Chief of Police to assign and/or reassign personnel within the department consistent with this contractual agreement.

(b) All duties associated with the Specialist positions. The positions are as follows: Detective Sergeant, Administrative Sergeant, Detective, Detective/Court Prosecutor, Youth Officer and Community Services Officer. Specialist positions are determined at the discretion of the Police Chief. Specialists may be reassigned to cover periods of anticipated absences of a 4/2 schedule rotation, however this reassignment does not remove them from their specialist role.

The Police Chief, at his/her discretion, may assign specialists of the rank of Sergeant and above to either a 5/2 schedule or a 4/2 schedule. Except in an emergency, the Chief shall give such an employee ten (10) days notice of a change in a schedule from a 5/2 to a 4/2 schedule or from a 4/2 to a 5/2 schedule.

Officers assigned to detective positions shall work a 40-hour workweek.

Officers assigned to the 5 and 2 schedule will receive an administrative day off with pay to be accumulated for each five week period that the officer is assigned to specialist's duties. Administrative days off shall be scheduled with the permission of the Police Chief or his designee and are to be utilized in the calendar year in which they are accumulated. A maximum of seven (7) administrative days off may be carried forward into the next calendar year.

Officers assigned as specialists will not be subject to the shift requirements (patrol) as shown in Article 6, Section 1 (b), except in the case of emergencies or personnel shortages when they may be temporarily assigned to the patrol functions without loss of their specialist pay.

(c) A Detective or Specialist may opt to adjust a daily work schedule, and work an alternative set of hours, provided the Detective or Specialist gives 24 hours notice and receives the approval of the Police Chief or designee. The alternate hours must fall between 7 am and 11 pm.

6-3 If an employee is required to be on duty for any period in excess of his/her scheduled hours of duty, or shift, he/she may elect to be given time off equal to one and one half (1 1/2) times such period of overtime duty. Total accumulated comp time shall not exceed forty (40) hours at any given time. If time off cannot be given by reason of personnel shortage or other cause, he/she shall be compensated at a rate of time and one-half his/her basic hourly rate for that portion of said period of overtime duty for which he/she has not been given compensatory time off.

6-4 Employees shall not be required to suspend regular hours to absorb overtime except as provided for in this agreement, or in cases of assigned training in lieu of working a shift.

6-5 When overtime is assigned to an employee, he/she shall fulfill that assignment and not switch to another overtime assignment as he/she chooses. That is, no employee shall refuse one overtime detail or assignment once assigned and accepted, and then accept another in the same day.

6-6 Effective January 1, 2010, employees called back to work after having left their work assignment at the end of their regular shift will be paid a minimum of four (4) hours at time and one half (1 1/2) their base hourly rate of pay. Employees starting work less than four (4) hours before their regularly scheduled shift or working beyond their regularly scheduled shift for less than four (4) hours shall only be paid for the actual time worked.

6-7 Employees will be given ten days' notice when their tour of duty is to be changed except in emergency situations as determined by the Police Chief. The provisions of this section shall not apply to probationary employees involved in field training or within a

period of four (4) weeks after an employee has completed the Basic Recruit Police Academy.

6-7A Shift Bids –

A shift bid procedure shall be adopted for the length of the current CBA, July 1, 2020 through June 30, 2023, unless specifically removed by either party, shift bids shall continue in the following procedure:

By the end of the first week of December, each officer assigned to the patrol division shall be provided with a shift bid form by the Wayland Police Union. These forms will be collected by the Union and submitted to the Chief of Police. Those individuals who do not return the form shall forfeit their shift bid right. The forms shall be due by December 14th, an officer who is not at work due to absence or illness shall be provided with the form in a digital format. Providing the form to an officer not at work due to absence or illness shall be the responsibility of the Union.

Officers shall be assigned to their preferred shift on the basis of seniority, with the most senior officer getting assigned to their preferred shift first, until that shift is full.

If an officer's first choice for shift assignment is filled by more senior officers, they shall receive their second choice for shift assignment, and so on and so forth until all shifts have been filled by patrol assignments.

These new assignments shall become effective January 1st. Each officer shall be notified of their shift assignment not less than 10 days prior to the start of the new year.

If an open shift assignment occurs during the course of the calendar year, the Chief of Police may refer to the shift bid forms, but will assign officers to the open shift at his discretion.

The holdover and order-in assignment list, which is based upon seniority, shall refresh and start from the least senior member every January 1st.

6-8:

- (a) Effective July 1, 2016, employees permanently assigned to the Evening Shift as defined in Section 1 (b) shall receive a shift differential of six (6%) percent hourly base pay, which shall be included in their base salary.
- (b) Effective July 1, 2016, employees permanently assigned to the Night Shift as defined in Section 1(b) shall receive a shift differential of seven (7%) percent hourly base pay, which shall be included in their base salary.
- (c) Effective July 1, 2020, employees permanently assigned to a "Split Shift", shall receive the following differentials

Evening-Night Split Shift Differential: six and a half percent (6.5%)

Day-Evening Split Shift Differential: three percent (3%)

These shift differentials shall not apply to employees working overtime during said evening and night shift or temporarily assigned thereto.

6-9 If a Sergeant is scheduled for a tour of duty and is unavailable to work, he/she will be replaced by a Sergeant, if available, providing that an officer having been appointed as a Detective Sergeant, or an officer having attained the rank of Lieutenant, Captain, Deputy Chief or Chief of Police, is not on duty. For the purpose of this section only, the on-duty shift for the Detective Sergeant, Lieutenant, Captain, Deputy Chief or Chief of Police will be the day shift.

6-10 Officers shall not be paid in excess of forty (40) overtime and/or detail hours in any seven (7) day period defined as Monday through Sunday, except upon the approval of the Chief of Police.

6-11 FLSA 28-Day Designated Work Period¹

- (a) The Union agrees that the Town has adopted a 28-day/171-hour work period as defined by the Fair Labor Standards Act, 29 USC §201 et seq. (the "FLSA").

6-12 Contract Overtime Calculation

or the purposes of calculating "contract overtime" pursuant to the Parties' collective bargaining agreement, the Parties agree that "contract overtime" shall be calculated at time and one-half the respective police officer's total hourly wage, excluding any stipends, clothing or other reimbursement allowance. The parties agree that such police officer shall be paid overtime for actually working any additional hours beyond those beyond which such police officer was scheduled.

ARTICLE 7

SALARIES

7-1 There will be a base wage increase for all positions covered by this agreement during the life of this agreement. Therefore,

Effective July 1, 2020	2.00%
Effective July 1, 2021	2.00%
Effective July 1, 2022	2.50%

The wage chart is set forth in Exhibit A:

For Grade P1, an Officer-in-Training position is Step 1. Upon completion of the Police Academy and upon being sworn-in as an officer, the Officer-in-Training will be eligible to

move to Step 2 as a Patrolman. The officer shall be eligible to move to Step 3 upon his/her second anniversary from date of hire. Newly hired officers who are transfers from other departments and who have completed the Police Academy may be hired upon the recommendation of the Police Chief at a starting wage up to Step 4 on the P-1 wage scale.

Lateral hires shall start at the step negotiated at the time of hire. For purposes of determining Step 15 and Step 25, all years of service as a Police Officer shall count in calculating years served and shall not be limited to service in Wayland. This section and seniority calculation in no way effects department seniority as outlined in Section 9 of this CBA.

7-3 A patrol officer serving in the place of a shift commander sergeant shall be paid an additional \$100 pay for the shift. The acting shift commander will be designated by the Police Chief or by criteria set by the Police Chief in his/her sole discretion.

7-4 All officers who serve in acting status for one week or more shall be compensated at the minimum rate (That is an increase from their current salary position) established for that position. The officers will assume all duties, powers, and responsibilities commensurate with that position. That officer shall progress through the salary table for as long as they are in the acting position. In no event shall any officer suffer a decrease in pay due to serving in acting status. The provisions of this section shall not apply to probationary employees involved in field training.

7-5 The Town will pay the incumbent in the assignment of Computer Specialist an annual stipend of 5% of his/her base wages prorated weekly. The parties further agree that the assignment of a Computer Specialist is at the sole discretion of the Police Chief and that the Town has no obligation to fill such an assignment with a bargaining unit member when said incumbent ceases to perform the Computer Specialist assignment. For purposes of calculating "contract overtime", the Computer Specialist stipend shall be included.

7-6 a. Officers who are assigned and working as field training officers shall receive an additional \$20.00 per day for each day they are working as a field training officer. The length of the assignment shall be determined by the Police Chief.

b. The Police Chief may designate a Vehicle Maintenance Supervisor. Said assignment is at the sole discretion of the Police Chief. The Vehicle Maintenance Supervisor shall be paid an annual stipend of \$750.

c. The daily and annual stipends for field training and vehicle maintenance shall not be included when calculating "contract overtime."

7.7 At the discretion of the Police Chief, a Sergeant may be assigned Administrative Sergeant duties and shall receive a 6% stipend for performing those duties. The stipend for Administrative Sergeant shall not be included when calculating "contract overtime."

7-8 A police officer promoted to the rank of sergeant will be placed at the lowest step of the new pay grade that results in a pay increase.

7-9 Employees will be paid on a bi-weekly basis and all employees will receive their pay via direct deposit. Pay advices will be distributed to employees electronically.

7-10 The Town reserves the right to implement new equipment requirements without further bargaining.

ARTICLE 8

COURT TIME AND PRIVATE DETAILS

8-1 Except as otherwise provided in Section 3 of Article 6, employees who are required to appear in court during off-duty hours as a witness of the Commonwealth and in accordance with Policies and Procedures of the Wayland Police Department will be compensated at time and one half their base hourly rate of pay, with a minimum of four (4) for actual time spent in making such appearances, including travel and waiting time at court, on approval of the overtime by the Police Chief, provided, however, that only actual time spent in making such appearances, including travel and waiting time at court, shall be included in computing overtime pay under Section 3 of Article VI. If the officer is required to use his/her own vehicle to travel to or from court, or when advised to do so by the Chief of Police, s/he shall receive reimbursement from the Town at the rate established by the IRS code.

8-2 Private Details

(a) No detail assignments shall be made until the firm, person, corporation, agent of a municipality, or entity requesting such detail has requested same and cleared through the standard department procedures and has agreed to pay the rates, including the penalties for cancellation, as outlined in this Article.

(b) A detail roster shall be maintained by the Police Chief or his designee.

(c) Eligible, permanent, regular officers shall receive first offer of all private details and overtime opportunities.

(d) The private detail rate shall be \$55 per hour and the private detail rate for Sundays and holidays shall be increased to \$60 per hour.

(e) Details performed for private contractors and utilities which require an officer to perform traffic regulating duties, the rate paid shall be the hourly rate with a

four hour minimum and after the officer has worked four hours the officer shall be paid for a minimum of eight hours. For any hours worked over eight (8) the officer shall be paid for a minimum of twelve (12) hours. For any hours worked over twelve (12) the officer shall be paid at the hourly rate on a per hour basis.

8-3

(a) All details performed for the Town of Wayland shall be compensated at the detail rate of \$55 per hour and the detail rate for Sundays and holidays shall be increased to \$60 per hour (excluding the day after Thanksgiving), with a minimum of four (4) hours pay for each detail.

After the officer has worked four hours the officer shall be paid for a minimum of eight hours. For any hours worked over eight (8) the officer shall be paid at the hourly rate on a per hour basis.

(b) If the detail is performed by a Police Officer not in the direct employ of the Town of Wayland, s/he will be compensated at the same detail rate as a Wayland police officer.

(c) A Town of Wayland detail is defined by the fact that the construction, repair, services or work is being performed by employees of the Town of Wayland or a contractor on behalf of the Town.

For purposes of details only, the holidays shall be New Year's Day, Martin Luther King, Jr., Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

8-4

No other Town employees, nor any person, or firm or entity, shall be allowed to perform traffic duties on any way of the Town of Wayland, except as provided by statute. This section shall not apply:

- 1) To members of the Fire Department, at the scene of a fire
- 2) Members of other police departments called upon for assisting the Wayland Police Department,
- 3) Special officers sworn for the performance of specific duties, as assigned to posts per order of the Police Chief.
- 4) Traffic constables may employed by the Wayland Police Department. . The Police Chief shall establish all rules, policies, requirements and conditions for Traffic Constables.

8-5 Details involving strikes and labor disputes can only be performed by sworn Police Officers and shall be paid at the rate of one and one half (1 1/2) times the established detail rate of pay. This provision shall not apply to any dispute involving Town employees.

ARTICLE 9

SENIORITY

9-1 Seniority shall be computed from the effective date of the employee's permanent full-time employment in the Town of Wayland as a police officer including the required probationary period after their original appointment.

9-2 Assignments to specialist positions, i.e., Detective, Court Officer, Youth Officer or Community Services Officer, or any newly created specialty position, may be made at the discretion of the Chief of Police. Seniority may be one of the appointment considerations for these positions.

ARTICLE 10

EDUCATIONAL INCENTIVE

10-1 Recognizing the value to a well-functioning Police Department of a broad range of education among members of the Department, the parties agree that:

1. Officers who have a degree of coursework certified by a Board of Higher Education shall receive additional compensation of 10% of base wages for an Associate's Degree or sixty points earned toward a baccalaureate degree, 20% for a Bachelor's Degree and 25% for a Master's Degree.
2. Degrees included in the Educational Incentive Compensation shall be:
 - a. Criminal Justice
 - b. Legal Studies
 - c. Psychology
 - d. Business Administration (or Management)
 - e. Public Administration
 - f. Computer Science (or Information Technology)
 - g. English
 - h. Forensic Science
 - i. Human Services (or Human Resources)
 - j. Sociology
 - k. Emergency Management
3. Officers holding degrees not listed above may apply to receive educational incentive pay which shall be authorized in the Human Resources Manager if determined to be relevant and beneficial to the Police Department.

ARTICLE 11

EDUCATIONAL REIMBURSEMENT

11-1 Employees who, while employed full-time within the Department, satisfactorily complete courses toward the attainment of a Bachelors Degree, relevant to police work, shall be eligible for tuition reimbursement for a portion of the costs associated with this education. For purposes of this article, the term "satisfactorily completed" shall be defined as having received a passing grade of "C" or higher for any courses which have been mutually agreed to by the Police Chief and the employee. All courses shall be instructed at an institution as listed in the annual publication of the U.S. Office of Education entitled: "Education Directory, Higher Education" or which is accredited by the New England Association of Colleges and Secondary Schools. Employees who qualify for reimbursement under these conditions shall be eligible to receive an amount not to exceed one thousand dollars (\$2,000) in each fiscal year (July 1 through June 30). Such reimbursement shall only be applicable toward the cost of any school-related expense such as instruction, books, or any specialized material required of the employee during the term of the instruction. Reimbursement shall not be applicable toward the cost of any incidental expense such as meals, travel expense, or time spent in class while the course is being instructed.

An employee may use the tuition reimbursement in this article for reimbursement for promotional exam materials, up to the maximum amount permitted in paragraph 1 of this section, provided that the employee takes the promotional exam and receives a score of 70 or higher.

11-2 Notwithstanding the above provisions, educational courses and degrees, which have been considered eligible to receive Educational Incentive benefits through the practice and provisions of Article 10 in this agreement, shall also be considered eligible for reimbursement under the conditions of this article.

ARTICLE 12

UNIFORM ALLOWANCE

12-1 Upon successful completion of the Police Academy, the Town agrees to provide all newly hired officers all needed equipment and uniform at Town expense, as determined by the Chief of Police. The uniform and cleaning allowance for officers thereafter shall be \$900 per annum. Employees must purchase their uniform and equipment at a vendor approved by the Chief of Police, and submit their receipt(s) to the Chief of Police, or his designee for reimbursement. Any funds not spent by June 30 of the previous year will be forfeited by the employee.

12-2 The Town will repair or replace uniforms or personal belongings not to exceed the depreciated value of such items, up to a maximum of \$500 that are damaged or destroyed in the line of duty under procedures and standards established by the Police Chief.

12-3 The Town will provide body armor for all unit members as an article of uniform. The style and source shall be determined by the Chief of Police.

ARTICLE 13

CHECK OFF

13-1 The Town agrees to deduct from the wages of each employee who authorizes the Town to do so through a signed authorization and assignment card in the form annexed hereto (Appendix B) and delivered to the Town, uniform initiation fees, assessments and regular monthly Union dues. The Town may conclusively rely upon a written statement from the Treasurer of the Union as to the amounts of such initiation fees, assessments, and monthly Union dues. All such deductions shall be made from each paycheck each month, and the sums so deducted shall be remitted to the Union Treasurer. It is understood and agreed, however, that if an employee does not have a check coming to him on the last pay day of the month, or if his last paycheck of the month is not large enough to cover the appropriate deduction or deductions, no deduction shall be made for that month.

13-2 The Union agrees to indemnify and save the Town harmless from and against any and all claims, suits, or other forms of liability arising out of the deduction of money from an employee's pay pursuant to this Article.

ARTICLE 14

GROUP INSURANCE

14-1 The Town offers the health plans and contribution rates as identified in the Section 19 Agreement between the Town of Wayland and the Wayland School and Town

unions dated June 3, 2019, effective July 1, 2019 and continuing through June 30, 2022. The Section 19 agreement may be amended as agreed upon by the parties to the Agreement.

14-2 Part-time employees who are eligible for health insurance will contribute to health insurance plans at the rate of 50.0%

14-3 The Town agrees to establish a Section 125 Plan acceptable to the IRS, under which employee contributions to medical insurance premiums shall be paid on a pre-tax basis.

14-4 The Town agrees to provide life insurance in the amount of \$10,000 with an additional \$10,000 of accidental death and dismemberment coverage.

14-5 The Town of Wayland agrees to continue in effect the present "Police Professional Liability Policy".

ARTICLE 15

INJURED ON DUTY

15-1 Whenever a police officer is incapacitated for duty because of an injury sustained in the performance of duty without fault of his/her own, he/she shall be granted leave without loss of pay for the period of such incapacity provided however, that no such leave shall be granted for any period after such police officer has been retired or pensioned or for any period after a physician designated by the appointing authority determines that such incapacity no longer exists, and provided further that such compensation shall be paid only to the extent required by Massachusetts General Laws, Chapter 41, Section 111F, as amended.

An officer will be required to file an accident report within twenty-four (24) hours of the occurrence of the injury or as soon as is reasonable under the circumstances. Subsequently, the officer shall submit a written report from his/her physician indicating the nature of the injury, status of the injury, recommended therapy, prognosis and any other recommendations necessary.

If a disparity exists between the Town designated physician and the officer's physician, the Chief will require that the two physicians confer in an attempt to resolve the disparity. If the disparity between the physicians cannot be resolved, then they shall designate a neutral third physician, with specialization in the area of practice of the officers injury, to

examine said officer and submit to the Town a report outlining his/her medical opinion, which shall then be used for the purpose of determining eligibility for said leave. After an officer has been placed on Injured on Duty Leave, said officer shall be responsible for submitting to the Police Chief, at minimum monthly medical reports from the officer's physician. From time to time, the Town may require the officer to submit to additional examinations by a Town-designated physician.

The Town shall be responsible for the cost of all examinations by a Town-designated physician or a neutral third physician.

The Town also agrees to abide by the terms of Massachusetts General Law, Chapter 41, Section 100 in conjunction with this section.

Officers on Injured on Duty Leave, in excess of 8 consecutive scheduled workdays, will cease to accrue sick leave from the date of their initial Injured on Duty Absence, until such time as they return to active duty. Officers on Injured on Duty Leave, in excess of 20 consecutive scheduled workdays, will cease to accrue vacation leave until they return to active duty, which shall be reduced from the date of their initial Injured on Duty Absence, on a pro-rata basis at the time vacation is granted.

ARTICLE 16

VACATIONS

16-1 For employees hired before July 1, 2015, vacation shall be granted on July 1.

5 years up to 10 years	16 Working Days
10 years up to 15 years	19 Working Days
15 years up to 20 years	21 Working Days
20 years up to 25 years	23 Working Days
25 years and over	25 Working Days

For employees hired after July 1, 2015, vacation shall be accrued annually on July 1 on the following schedule:

0 year up to 5 years	13 Working Days
5 years up to 10 years	15 Working Days
10 years up to 15 years	17 Working Days
15 years to severance	21 Working Days

In no event shall any employee with less than six months service be eligible to utilize vacation leave. When an employee reaches an anniversary date which elevates his/her vacation accrual, the additional vacation will be granted as of the employee's anniversary.

The term "years of service" or "years" in this section shall mean years of service to the Town of Wayland.

16.2 The vacation year is from July 1st through June 30th of the following year. Police Officers hired during the vacation year will receive vacation during that year prorated for the date of hire. Payment in lieu of vacation time past the vacation year is not allowed. An employee may carry over up to ten (10) vacation days to the new vacation year.

16-3 Vacation schedules shall be determined by the Chief in the exercise of his discretion.

16-4 Vacation pay shall be granted only if earned in accordance with the service requirements in Section 1 of this Article.

ARTICLE 17

HOLIDAYS

17-1 All employees covered by this Agreement shall be allowed the following holidays with pay: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.

In addition to their regular wages, police officers will receive 8 hours of pay for each holiday during the pay period when the holiday occurs.

Police officers who work a holiday whether assigned or not shall receive "contract overtime" pay for the hours worked.

In order to qualify for holiday pay, an employee must be in full-pay status the day immediately preceding the holiday and the day immediately following the holiday. Full pay status refers to the receipt of compensation either from payment for time worked, injured on duty, or the use of already accrued sick, vacation and or family emergency leave.

17-6 For the purposes of this Article, the holiday is the twenty-four (24) hour period starting at 11:00 PM on the eve of the holiday.

ARTICLE 18

SICK LEAVE

18-1 The sick leave plan as recorded in the Personnel by-law shall remain in effect, except that the rate of accumulation shall be 1.0833 days per month to a maximum of 13 days per year. On death or retirement, the employee or the executor/administrator of his/her estate, as the case may be, shall receive severance pay equal to the employee's most recent daily straight-time rate multiplied by 60% of the employee's unused accumulated sick leave days in effect as of his/her retirement or death, provided that in no event shall such severance pay exceed \$7,500.

18-2 When an employee is unable to work due to illness or non occupational injury, the employee may use sick leave, not to exceed the limit of the employees accrued sick leave, except as provided under Section 4 of this article, and be compensated at his/her regular rate of pay.

The Police Chief must be satisfied that the leave is caused by the employee's illness. A doctor's certificate (Appendix A) may be required by the Police Chief in connection with a claim for sick leave, including future sick leave, when a pattern of absences of any duration reasonably raises a suspicion of an abuse of sick leave or when the Police Chief has reason to believe that an absence is not due to the employee's illness.

A doctor's certificate (Appendix A) shall be required for absences of more than four consecutive working days.

18-3 An officer who calls in sick or who takes sick leave in combination with vacation and personal leave will be excluded from working an overtime shift or detail for 24 hours from the beginning of his/her regularly scheduled shift until such time that the overtime list is exhausted and shift must be covered, then the officer will become eligible.

18-4 A sick leave bank shall be established for the purpose of providing a source of emergency sick time for those employees who have exhausted their accumulated sick leave due to long-term non-occupational illness or injury.

Each unit member shall contribute annually, from their accumulated sick leave, one (1) day on July 1, and one (1) day on January 1 for a total of two (2) sick leave days per year to the sick leave bank until the total reaches two hundred (200) days.

A committee shall be established for the purpose of administration and to create guidelines for the bank. The committee shall consist of five (5) members, three (3) from the unit and two (2) from the Town. One Town member shall be the Chief of Police or his/her designee, and the other shall be the Human Resources Director or his/her designee.

Unit members who have depleted their sick time, due to an emergency, to a level no greater than eight (8) sick leave days may apply to the bank for an advance of sick leave

days in increments of twenty (20) days or less. The days shall be effective when the individuals' sick leave accumulation is zero (0) days. Should circumstances warrant, more than one request may be made.

The committee shall devise an equitable method for the repayment of the days utilized to the bank.

18-5 Effective July 1, 2006, the following Sick Leave Reduction incentive shall be implemented.

- a.) ½ day's base pay for no sick leave used in the first 6 months of the fiscal year.
- b.) ½ day's base pay for no sick leave used in the second 6 months of the fiscal year.
- c.) an additional ½ day's base pay for no sick leave used during the full fiscal year.

18-6 An employee may use up to 3 days of accrued sick leave for the care of the employee's immediate family member living in the same household who is ill. Should the employee need to care for a dependent child living in the same household for a longer period of time, the use of up to 20 days of already accrued sick leave may be approved at the discretion of the Human Resources Manager, provided that the employee is on an approved FMLA leave of absence related to the care of such child. This paragraph shall not apply to FMLA leaves for the birth or adoption of a child or for the placement of a child in foster care with the employee. In those circumstances the Town's FMLA policy shall determine the use of already accrued time.

ARTICLE 19

PARENTAL LEAVE

19-1 The employee shall notify the Chief of Police and Human Resources Director of their need for leave as soon as practicable, but no less than thirty (30) days prior to the anticipated date of departure for FMLA or two (2) weeks prior to anticipated date of departure for Massachusetts Parental Leave. The employee will submit a request for Parental/FMLA leave, which includes a statement of the employee's intention to return to their position as well as a doctor's statement with an expected date of delivery. Eligibility for leave will be assessed in accordance with the provisions of FMLA or Parental Leave and any leave approved may be subject to the provisions of both acts.

19-3 Should the Chief of Police, at any time, determine the officer constitutes a hazard to herself, her fellow officers, the department and/or the general public, the Police Chief shall have the right to place the officer on an appropriate leave of absence.

19-4 An officer, while on approved paid or unpaid Parental/FMLA leave, may continue membership in the health and life insurance plans for the duration of the leave.

19-5 An officer on approved paid or unpaid Parental/FMLA leave shall be eligible to advance on the salary schedule per the normal time and procedure.

19-6 Upon return to work (within eight (8) weeks – Parental; twelve (12) weeks – FMLA, if eligible), the employee shall present a letter from her doctor stating she may return to work at which time she shall be returned to the same or similar position, subject to statutory exceptions.

19-7 This section intentionally left blank.

19-8 In no event shall this policy be construed as implementing or constituting a so-called light duty provision of this collective bargaining agreement.

19-9 Any disputes regarding fitness for duty, either pro or con, by either party, will be referred to a physician for a definitive decision. The Town may require the officer to execute an appropriate waiver of liability in favor of the Town should the employee insist on working against the Police Chief's mandate.

19-10 Maternity leave may be designated by either the employee or the employer as leave under the Family Medical Leave Act.

ARTICLE 20

LEAVES OF ABSENCE

20-1 Any employee may apply for a leave of absence without pay. The application must be approved by both the Police Chief and the Personnel Board and will be granted only under unusual conditions. If a leave of absence is granted, no provision of this Agreement shall apply and seniority will not accrue during this absence.

20-2 Absence with pay at the discretion of the Chief and not exceeding two days in any one fiscal year may be granted in cases of an emergency nature in any employee's immediate family or for personal business. The term "immediate family" shall mean an employee's spouse, child, stepchild, father, mother, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law or relative/significant person living in the immediate household. If an employee wishes, he may use his family emergency days as personal days, provided he gives ten (10) days notice to the Chief.

20-3 Employees shall be entitled to leave with pay for 3 workdays in the event of death of a member of an employee's family. The term family shall mean an employee's sister, brother, grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or relative residing in the employee's household. In the event of death of the employee's spouse, child, parent or step-parent, the employee shall be granted 5 workdays leave with pay.

20-4 An employee called to Reserve or National Guard duty will be compensated for the difference between his gross taxable military pay and his gross taxable pay from the Town for the training period not to exceed two weeks in any fiscal year, upon satisfactory evidence of completion of the training period, including Saturdays and Sundays. Military leave is not charged to vacation time. This Article is only intended for periods of military training duty. Employees called for active duty will be subject to applicable federal law.

20-5 Subject to prior written notice to the Police Chief, two employees may be granted leave for two days per calendar year without loss of pay while in attendance as official delegates at the annual convention of the Massachusetts Police Association held within the Commonwealth, as provided in MGL, C. 147, S. 170.

ARTICLE 21

GRIEVANCE PROCEDURE

21-1 For the purpose of this Agreement, a grievance shall be defined as a dispute regarding the interpretation or application of the language of this agreement.

Step One: The Union or an employee covered by this agreement, may file a grievance with the Chief of Police, with a copy to the Human Resources Manager, no later than fifteen (15) calendar days from the date on which the incident giving rise to the grievance occurred or when he/she had reasonable knowledge of the incident. The Chief of Police shall meet with the employee/union with fifteen (15) calendar days thereafter, and shall give a written decision within fifteen (15) calendar days of that meeting.

Step Two: If the Union or employee is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within seven (7) calendar days after presentation of the grievance, the Union or said grievant may appeal to the Personnel Board, or its designee within ten (10) calendar days of said decision or lack of decision. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of the agreement, and the decision, if any, rendered at Step One. Within ten (10) calendar days after receipt of the written grievance by the Personnel Board, or its designee, a hearing shall be scheduled or a decision rendered. If a hearing is scheduled, it shall be held no later than thirty (30) calendar days following receipt of the

appeal. A written decision shall be rendered within seven (7) calendar days from the close of the hearing.

Step Three: If the Union or employee is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered in a timely fashion, the Union or said grievant may appeal to the Board of Selectmen, or its designee within ten (10) calendar days of said decision or lack of decision. The Board of Selectmen, or its designee, shall convene a hearing with the Union and/or the grievant(s) within fifteen (15) calendar days. A decision shall be rendered within fifteen (15) calendar days of the close of said hearing.

Step Four: If the Union or employee is not satisfied with the decision of the Board of Selectmen or its designee, or if no decision has been rendered within fifteen (15) calendar days of the close of the hearing, the Union may submit the grievance to arbitration within thirty (30) calendar days of said decision or lack of decision. Any step or steps in the grievance procedure, as well as the time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

If a decision satisfactory to the Union at any level of the grievance procedure other than arbitration is not implemented within a reasonable time, the Union may reinstitute the original grievance at the next step of the grievance procedure. If the employer exceeds any time limit prescribed at any step in the grievance procedure, the Union and/or the grievant may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under this agreement. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

At each step of the grievance procedure where a decision is required, the decision shall be in writing.

The Union shall be notified by the employer of grievances filed by an employee on his/her behalf and shall be given the opportunity to be present at any grievance meeting between the employee and the employer held in accordance with this grievance procedure.

Union officials shall be permitted to have reasonable time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for time off shall be made in advance and shall not be unreasonably denied.

ARTICLE 22

ARBITRATION

22-1 Grievances unresolved at Step three of the Grievance Procedure (Article 21) may be brought to arbitration solely by the Union. The arbitrator will be selected pursuant to the rules of the American Arbitration Association for Voluntary Labor Arbitration.

The arbitrator shall have no power to add to, subtract from, or modify any provision of this agreement, or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with M.G.L. Chapter 150E.

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding, shall be divided equally between the Town and the Union. Each party shall bear the cost of preparing and presenting its own case. In the case of an untimely cancellation by either party then such expense shall be borne solely by the party requesting the cancellation.

22-2 Election of Remedies - No employee shall be suspended or discharged without just cause. The filing of an appeal with the Civil Service Commission under the provisions of Massachusetts General Laws chapter 31 shall constitute an election of remedies and shall automatically bar the filing of or continuation of any grievance or arbitration pursuant to this Agreement.

ARTICLE 23

TRAINING AND FITNESS

23-1 There shall be a minimum of forty (40) hours of training per year per employee, as prescribed by the Police Chief who will establish accountabilities for the taking or completion of the prescribed training.

23-2 Each fiscal year, the Town will provide a sum of \$2,000 within the Police Department budget for the purpose of establishing, maintaining or enhancing, a facility and equipment to be utilized by officers to enhance their general health and physical fitness.

23-3 There shall be a position within the Department identified as being a Training Officer. Such position shall be appointed by the Chief of Police and shall be assigned duties as prescribed by the Police Chief and in accordance with Departmental Rules and Regulations. Such position shall be compensated at the rate of \$750 annually.

ARTICLE 24

SAFETY AND HEALTH

24-1 The employer agrees to provide a safe, clean and wholesome surrounding in all places of employment.

24-2 Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with M.G.L. Chapter 111F (Right to Know Law)

24-3 Where credible evidence exists (as determined by the appropriate State agency or department) of a communicable disease, e.g., Tuberculosis, Hepatitis or A.I.D.S., etc., the employer shall forthwith make every reasonable effort to provide all person(s) with appropriate training and advice.

ARTICLE 25

BULLETIN BOARDS

25-1 Space shall be provided in the Police Station for a bulletin board, to be supplied by the Town, for the posting of announcements relating to Union business, and provided that such announcements are not defamatory, or inciteful of a strike or other job action.

ARTICLE 26

PERSONNEL RECORDS

26-1 The Chief of Police or his/her designee agrees to maintain in each officer's individual file a record of all appointments made to a permanent and/or acting status.

ARTICLE 27

DRUG AND ALCOHOL TESTING

27-1 To ensure a safe, healthful and productive work environment and to assure compliance with the Federal Drug-Free Workplace Act of 1988, all employees will be subject to drug and alcohol testing under the following situations:

1. Pre-employment - before a police officer is hired.
2. Condition of Promotion/Special Assignment - Employees who are offered promotional appointments and/or special assignments will be required to submit to a drug test. A negative test result shall be condition of such promotion and/or assignment. Employees may refuse to submit to such a drug test without penalty or risk of disciplinary procedures, however such refusal shall be considered a declination of offer of promotion or assignment.

3. Post -accident - following an accident where
 - a life was lost
 - the driver was cited for a moving traffic violation.

4. Reasonable suspicion - If a supervisor has reason to believe that an employee's behavior or appearance may indicate alcohol or drug use.
Testing for reasonable suspicion is based on:
 - the observances of a trained supervisor
 - specific, clearly stated observations concerning the employee's appearance, behavior, speech or body odor

27-2 Drug Screening will consist of screening for five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP), and amphetamines.

27-3 Consequences of a positive test. Employees who receive a verified positive test result for controlled substances, alcohol or illegally used drugs will be subject to discipline up to and including discharge except as noted below. Any discipline will be in accordance with the Massachusetts Civil Service Law and/or the labor contract.

Where the employee's only violation is a positive test for the use of a controlled substance, alcohol with a 0.04 or greater alcohol concentration or illegally used drug, and it is a tenured employee's first offense, the Police Chief shall offer, in lieu of discipline, voluntary submission to the following alternative program:

- execution of a rehabilitation agreement and submission to treatment in a rehabilitation program approved by the Police Chief;
- suspension without pay until certified by a treating provider as able to safely return to work, except that, in this situation only, accrued sick leave and/or vacation leave may be used.
- submission to follow-up testing as recommended in writing by the treatment provider, which may include random testing.

Failure to adhere to the terms of the rehabilitation agreement shall result in disciplinary action up to and including termination. Refusal to participate in a rehabilitation program will result in discipline up to and including discharge.

Where the employees violation is a positive test for alcohol with a 0.02 - 0.04 alcohol concentration, the officer shall be relieved from duty without pay until an alcohol test is administered and the officers alcohol concentration measures less than 0.02. If it is a tenured employees first such offense, he/she may be allowed to use accrued vacation leave while relieved from duty. Any subsequent occasions shall be cause for disciplinary action.

27-4 Refusing to submit to a drug or alcohol test or switching or adulterating any sample shall be considered a positive test, and employees shall be subject to the same discipline as set forth in Section 3.

27-5 Alcohol Tests. Two breath tests will be required to determine if a person has a prohibited alcohol concentration. A screening test will be conducted first using an approved evidential breath testing (EBT) device. Any result less than 0.02 alcohol concentration is considered a "negative" test. A second confirmation test must be conducted if the first test result is in excess of 0.02. This second test will be done on an EBT that prints out the results date and time, a sequential test number, and the name and serial number of the EBT to ensure reliability of the results, or by an equally reliable method. Any actions taken will be determined by the confirmation test.

27-6 Drug Tests Drug testing will be accomplished by vendors selected by the Town and will be done by analyzing an officers urine. Specimens may be collected locally, but analysis must be performed at laboratories approved by the federal government. Strict chain of custody procedures must be followed.

Any positive drug test will be reviewed and interpreted by a medical review officer, who will contact the individual tested. The purpose of the contact will be to review the individual's medical history; to afford the individual an opportunity to discuss the test result; and to decide whether there is a legitimate medical explanation for the result. When called, an officer must contact the medical review officer as soon as possible and in accordance with any instructions provided.

If the medical review officer is unable to contact an employee, he/she shall contact the Town's Human Resources Director who shall make reasonable efforts to contact the employee and request him/her to contact the medical review officer.

Failure to contact the medical review officer after request to do so will result in the test being reported as positive.

27-7 Payments for Tests. The Town will pay for tests required by this program.

ARTICLE 28

STABILITY OF AGREEMENT

28-1 For the period during which it is effective in accordance with the above Article, this Agreement amends and supersedes and entirely replaces all previous agreements and understandings respecting wages, hours and working conditions of employees in the unit as above defined. It constitutes the entire agreement and understanding between the Town and the Union on all matters that are properly the subject matter of collective bargaining. No amendment, alteration, or variation of the terms or provisions of this

Agreement shall bind the parties hereto, unless made and executed in writing by both parties.

28-2 Nothing in this Agreement is intended to conflict with any existing law or Town ordinance. In the event there should be a conflict, all other provisions of this Agreement shall remain in effect and the disputed provision shall be negotiated.

28-3 All rights, benefits, and privileges previously enjoyed by members of the Police Department as recorded in the current Personnel by-laws for the Town of Wayland shall remain in effect unless specifically abridged by this Agreement.

28-4 As of July 1992 all provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act (ADA). The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the Town and the Union shall take all actions consistent with the provisions of M.G.L. Chapter 150E to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced, could subject both the Town and the Union to the penalty provisions of the ADA.

ARTICLE 29

DURATION OF AGREEMENT

29-1 This Agreement shall be in full force and effect from July 1, 2020 to and including June 30, 2023, and shall continue from year to year thereafter unless written notice of desire to amend, cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

The contract may be reopened at any time by mutual agreement to negotiate non-economic issues.

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to April 1, 2023 or April 1 of any subsequent contract year, advising that such party desires to revise or change, and the current agreement shall remain in full force and effect until such changes and revisions have been agreed upon. Signed this _____ day of May 2021.

FOR THE TOWN OF WAYLAND

FOR WAYLAND POLICE OFFICERS'
UNION

APPENDIX C

Certificate by Primary Care Physician or Associated Medical Professional, Treating
Dentist, etc. of Patient Inability to Work Due to Illness

To: Town of Wayland

_____ Date

Re: _____

Employee Name

1. This is to certify that I have consulted with the above individual on:

_____ at _____
Date (s) Please Enter Place (Office, Hospital, etc.,) or by Telephone

2. It is my medical opinion that he/she should be out of work due to:

3.

Please State Nature of Illness

4. The expected duration of the illness is _____ calendar days
commencing on _____
Date

Signature

Address

Please Print Name/Title

Telephone

I certify that the above is true.

Employee Signature

Date

POLICE SALARIES 2020

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 15	STEP 25
P-1									
	7/1/2019	41,343.51	55,123.93	57,881.57	60,774.14	63,812.80	65,880.62		
5.00%		43,410.69	57,880.13	60,775.65	63,812.85	67,003.44	69,174.65	0.00	0.00
2%	7/1/2020	47,000.00	59,037.73	61,991.16	65,089.10	68,343.51	70,558.14	72,674.89	74,855.13
2.00%	7/1/2021	47,940.00	60,218.48	63,230.98	66,390.89	69,710.38	71,969.31	74,128.39	76,352.24
2.50%	7/1/2022	49,138.50	61,723.95	64,811.76	68,050.66	71,453.14	73,768.54	75,981.60	78,261.04
P-2									
	7/1/2019	68,415.93	71,837.07	75,428.81	80,361.69	82,772.54	85,255.72		
		71,836.73	75,428.92	79,200.25	84,379.77	86,911.17	89,518.50		
	7/1/2020	73,273.46	76,937.50	80,784.26	86,067.37	88,649.39	91,308.87		
2.00%	7/1/2021	74,738.93	78,476.25	82,399.94	87,788.72	90,422.38	93,135.05		
2.50%	7/1/2022	76,607.40	80,438.16	84,459.94	89,983.44	92,682.94	95,463.43		
D-1									
	7/1/2020	76,691.63	78,992.38	81,362.15					
2%	7/1/2021	78,225.47	80,572.23	82,989.40					
2.50%	7/1/2022	80,181.10	82,586.54	85,064.13					
D-2									
	7/1/2020	93,531.41	96,337.35	99,227.48					
2%	7/1/2021	95,402.04	98,264.10	101,212.02					
2.50%	7/1/2022	97,787.09	100,720.70	103,742.33					

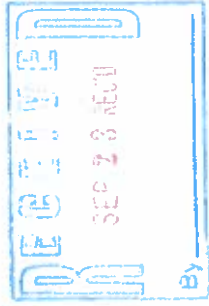
POLICE SALARIES 2020

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 15	STEP 25
P-1								
7/1/2019	41343.51	55123.93	57881.57	60774.14	63812.8	65880.62		
2% 7/1/2020	47000	59037.73	61991.16	65089.1	68343.51	70558.14	72674.89	74855.13
2.00% 7/1/2021	47940	60218.48	63230.98	66390.89	69710.38	71969.31	74128.39	76392.74
2.50% 7/1/2022	49138.5	61723.95	64811.76	68050.66	71453.14	73768.54	75981.6	78261.04

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 15	STEP 25
P-2						
7/1/2019	68415.93	71837.07	75428.81	80361.69	82772.54	85255.72
2% 7/1/2020	73273.46	76937.5	80784.26	86067.37	88649.39	91308.87
2.00% 7/1/2021	74738.93	78476.25	82399.94	87788.72	90422.38	93135.05
2.50% 7/1/2022	76607.4	80438.16	84459.94	89983.44	92682.94	95463.43

	STEP 1	STEP 15	STEP 25
D-1			
7/1/2020	76691.63	78992.38	81362.15
2% 7/1/2021	78225.47	80572.23	82989.4
2.50% 7/1/2022	80181.1	82586.54	85064.13

	STEP 1	STEP 15	STEP 25
D-2			
7/1/2020	93531.41	96337.25	99227.48
2% 7/1/2021	95402.04	98264.1	101212
2.50% 7/1/2022	97787.09	100720.7	103742.3



POLICE SALARIES 2020

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 15	STEP 25
P-1								
7/1/2019	\$41,343.51	\$55,123.93	\$57,881.57	\$60,774.14	\$63,812.80	\$65,880.62		
2%	\$47,000.00	\$59,037.73	\$61,991.16	\$65,089.10	\$68,343.51	\$70,558.14	\$72,674.89	\$74,855.13
2.00%	\$47,940.00	\$60,218.48	\$63,230.98	\$66,390.89	\$69,710.38	\$71,969.31	\$74,128.39	\$76,352.24
2.50%	\$49,138.50	\$61,723.95	\$64,811.76	\$68,050.66	\$71,453.14	\$73,768.54	\$75,981.60	\$78,261.04
P-2								
7/1/2019	\$68,415.93	\$71,837.07	\$75,428.81	\$80,361.69	\$82,772.54	\$85,255.72		
2%	\$73,273.46	\$76,937.50	\$80,784.26	\$86,067.37	\$88,649.39	\$91,308.87		
2.00%	\$74,738.93	\$78,476.25	\$82,399.94	\$87,788.72	\$90,422.38	\$93,135.05		
2.50%	\$76,607.40	\$80,438.16	\$84,459.94	\$89,983.44	\$92,682.94	\$95,463.43		
D-1								
7/1/2020	\$76,691.63	\$78,992.38	\$81,362.15					
2%	\$78,225.47	\$80,572.23	\$82,989.40					
2.50%	\$80,181.10	\$82,586.54	\$85,064.13					
D-2								
7/1/2020	\$93,531.41	\$96,337.35	\$99,227.48					
2%	\$95,402.04	\$98,264.10	\$101,212.02					
2.50%	\$97,787.09	\$100,720.70	\$103,742.33					

POLICE SALARIES 2020

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 15	STEP 25
P-1								
7/1/2019	41343.51	55123.93	57881.57	60774.14	63812.8	65880.62		
2%	47000	59037.73	61991.16	65089.1	68343.51	70558.14	72674.89	74855.13
2.00%	47940	60218.48	63230.98	66390.89	69710.38	71969.31	74128.39	76352.74
2.50%	49138.5	61723.95	64811.76	68050.66	71453.14	73768.54	75981.6	78261.04

P-2

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 15	STEP 25
7/1/2019	68415.93	71837.07	75428.81	80361.69	82772.54	85255.72		
2%	73273.46	76937.5	80784.26	86067.37	88649.39	91308.87		
2.00%	74738.93	78476.25	82399.94	87788.72	90422.38	93135.05		
2.50%	76607.4	80438.16	84459.94	89983.44	92682.94	95463.43		

D-1

	STEP 1	STEP 15	STEP 25
7/1/2020	76691.63	78992.38	81362.15
2%	78225.47	80572.23	82989.4
2.50%	80181.1	82586.54	85064.13

D-2

	STEP 1	STEP 15	STEP 25
7/1/2020	93531.41	96337.35	99227.48
2%	95402.04	98264.1	101212
2.50%	97787.09	100720.7	103742.3



POLICE SALARIES 2020

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 15	STEP 25
P-1								
7/1/2019	\$41,343.51	\$55,123.93	\$57,881.57	\$60,774.14	\$63,812.80	\$65,880.62		
2%	\$47,000.00	\$59,037.73	\$61,991.16	\$65,089.10	\$68,343.51	\$70,558.14	\$72,674.89	\$74,855.13
2.00%	\$47,940.00	\$60,218.48	\$63,230.98	\$66,390.89	\$69,710.38	\$71,969.31	\$74,128.39	\$76,352.24
2.50%	\$49,138.50	\$61,723.95	\$64,811.76	\$68,050.66	\$71,453.14	\$73,768.54	\$75,981.60	\$78,261.04
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 15	STEP 25
P-2								
7/1/2019	\$68,415.93	\$71,837.07	\$75,428.81	\$80,361.69	\$82,772.54	\$85,255.72		
2%	\$73,273.46	\$76,937.50	\$80,784.26	\$86,067.37	\$88,649.39	\$91,308.87		
2.00%	\$74,738.93	\$78,476.25	\$82,399.94	\$87,788.72	\$90,422.38	\$93,135.05		
2.50%	\$76,607.40	\$80,438.16	\$84,459.94	\$89,983.44	\$92,682.94	\$95,463.43		
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 15	STEP 25
D-1								
7/1/2020	\$76,691.63	\$78,992.38	\$81,362.15					
2%	\$78,225.47	\$80,572.23	\$82,989.40					
2.50%	\$80,181.10	\$82,586.54	\$85,064.13					
	STEP 1	STEP 15	STEP 25					
D-2								
7/1/2020	\$93,531.41	\$96,337.35	\$99,227.48					
2%	\$95,402.04	\$98,264.10	\$101,212.02					
2.50%	\$97,787.09	\$100,720.70	\$103,742.33					
	STEP 1	STEP 15	STEP 25					

The Town of Wayland (hereinafter referred to as the "Town" or "Employer") and The Wayland Police Officers Union, in affiliation with the NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, Inc., (hereinafter referred to as the "Union") have met several times since November 2019 and have entered into an agreement for the purpose of promoting of harmonious relations between the Employer and the Union. To that end, the parties recognize the importance of dealing with one another with mutual respect and dignity. The following represents the agreement reached by the Board of Selectmen and the Union with respect to a successor collective bargaining agreement, covering the period beginning July 1, 2020 and ending June 30, 2023. The parties will sign a collective bargaining agreement as soon as completed in accordance with the following:

The year over year pay increases for police officers under the successor agreement, sometimes referred to as COLA, of 2%, 2% and 2.5% for FY 2021, FY 2022 and FY 2023, respectively.

- All stipends previously paid out separately shall be rolled into base pay. The stipend for detectives shall be used to create a detective pay scale.
- There will be a new step for officers at 15 years and 25 years of service to be funded in year 2 of the collective bargaining agreement.
- A revised pay table with the stipends rolled into pay is attached.
- The parties agree to the following change to holiday pay: there will be no holiday pay except for work on Independence Day, Thanksgiving Day, Christmas Day, and New Year's Day.
- There will be a 7 day reduction in leave days for detectives from 15 to 8.
- There will be a reduction in accumulation of comp time from 50 hours to 40 hours.
- The Town will allow shift bid by seniority rather than assigned shifts which should result in less overtime.
- Detectives will be on the call back list.
- There will be one rate for details, 4 hour segments at \$55 per hour.
- The degrees list will be expanded to recognize non-criminal justice backgrounds in educational incentive.
- Overtime will be paid at the FLSA rate for all overtime.
- Vacations will accrue July 1 instead of June 1 of every year.
- Sick incentive language will be clarified to reflect once per year only on June 30, with 2 6-month incentives, and a single fiscal year incentive.

Agreed this 8th day of September 2020.

FOR THE TOWN OF WAYLAND


Chair of the Board of Selectmen

FOR WAYLAND POLICE OFFICERS'
UNION


President