

MEMORANDUM OF AGREEMENT (FINAL)

between

THE TOWN OF ASHBY

and

IBPO, LOCAL 385

(POLICE)

(July 1, 2015 - June 30, 2018)

WHEREAS, the Town of Ashby (the "Town") and IBPO, Local 385 (the "Union") have been negotiating for a successor contract to the Agreement which expired on June 30, 2015; and

WHEREAS, the Town and the Union have come to terms relative to a successor contract between the parties; and

WHEREAS, the parties have agreed to execute a Memorandum of Agreement pending the drafting of a new contract document;

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

The 2012-2015 contract shall be continued in full force and effect, except as modified herein, pending the drafting of a successor contract document.

1. ARTICLE 1, RECOGNITION

The parties agree to amend the Article by deleting the third paragraph which currently reads as follows:

"Any part-time officer hired by the Town after the ratification date of this agreement shall be considered a member not in good standing for the duration of his or her probationary period and one (1) additional year of employment (2 years total), and thereby classified as such under Article 4 and required to pay an agency service fee as a condition of employment."

2. ARTICLE 5, GRIEVANCE AND ARBITRATION

(a) The parties agree to amend the Article by making the reference to number of days for calculating deadlines consistent, e.g., calendar days or business days. Specifically, the parties agree to change all references to "10 days" to "14 calendar days" and all references to "15 business days" to "14 calendar days."

(b) The parties agree to amend Section 4 of the Article by adding the following subsections (f) and (g):

(f) The arbitrator shall have no authority to award interest.

(g) No arbitration award shall include payment by the Town of punitive damages to the Union or the employee.

3. ARTICLE 7, NON-DISCRIMINATION

The parties agree to amend the Article by deleting the existing language and inserting the following:

“The parties to this Agreement agree that they shall not discriminate against any employee in connection with their employment because of race, color, sex, age (as defined by law), religion, handicap, sexual orientation (as defined by law), gender identity, national origin, genetic information, military status, or Union activity or non-Union activity, or for any other legally protected classification.”

4. ARTICLE 9, UNION BUSINESS

The parties agree to amend Section 1 of this Article to read as follows:

“Section 1. One employee, who shall be designated in writing by the Union, shall be granted reasonable time off without loss of pay or benefits for contract negotiations (provided the employee is a member of the bargaining team) and grievance administration.”

5. ARTICLE 12, HOURS OF WORK AND OVERTIME

The parties agree to amend the last paragraph of Section 4 to read as follows:

“A full-time officer shall be assigned by the Police Chief or his designee to administer the lowest hours system set forth in this section while he or she is off-duty and will not receive compensation therefore.”

6. ARTICLE 14, HOLIDAYS

The parties agree to amend Section 2 of this Article to read as follows:

“Any regular full-time employee who actually works on one of the days enumerated above shall be paid the equivalent of one and one-half (1 ½) times the base hourly wage for each hour worked and will receive an additional day off with pay, to be scheduled with the approval of the Chief; provided, however, in order to qualify for extra pay for scheduled holidays worked, any member of the bargaining unit must work the scheduled workday before and the scheduled workday after the holiday they are scheduled to work, as well as actually working the scheduled holiday itself, unless authorized to be absent by the Police Chief or his designee. Sick leave shall not be construed to be an authorized absence.

No member of the bargaining unit may collect more than one holiday benefit (i.e., 8 hours holiday pay plus an additional day off) for any single holiday even if working multiple shifts on the holiday.”

7. ARTICLE 16, SICK LEAVE

The parties agree to amend Section 7 of this Article to read as follows:

“a. Regular full-time employees may earn one wellness day in each 1/3 of the fiscal year if the employee uses no sick time in that 1/3 of the fiscal year (i.e., a maximum of three wellness days may be earned in any fiscal year). Specifically, one wellness day may be earned during each of the following periods: July 1 – October 31; November 1 – February 28 (or February 29, where applicable); and March 1 – June 30.

b. Each wellness day off must be scheduled at least fourteen (14) days in advance of the date on which the day is to be used.

c. A wellness day must be used within one (1) calendar year of earning it, or the wellness day will be forfeited.

d. Any employee who has accrued wellness days in excess of three (3) at the time this Agreement is executed has one (1) calendar year from the date this Agreement is executed to use them, or they will be forfeited.

e. Wellness days will count as “hours worked” for purposes of calculating overtime.”

8. ARTICLE 17, PERSONAL LEAVE

The parties agree to amend Section 4 of this Article by deleting the words “actual or impending inclement weather.”

Section 4 will now read, “Personal leave may be used for the observance of religious holidays, special events or occasions, when personal business must be conducted during regular work hours, and in cases of emergency.”

9. ARTICLE 22, HEALTH INSURANCE

The parties agree to amend this Article by deleting Section 4 in its entirety and replacing it with the following:

Effective July 1, 2016 (i.e., commencing with FY17), any employee who is eligible for enrollment in the Town’s health insurance program, and who opts not to effect or maintain such enrollment in any given fiscal year, shall be granted a payment of up to \$5,000 (pro-rated, as explained below), in lieu of such insurance coverage.

Any employee seeking to participate in this standing offer must, as a pre-qualification for acceptance into the program, provide to the Town documentary proof of health insurance coverage from a non-Town source.

Participation in the program will generally be structured in full fiscal-year blocks. New hires will be eligible for participation in the program (subject to the pre-qualification provision noted above) at the commencement of the first full month following such employee's first day of work. Existing employees must give notice to the Town Treasurer on or before March 31 of any fiscal year, of an intent to either newly subscribe or to un-subscribe from the Town's insurance coverage in the following fiscal year. The Town Administrator may, in response to extraordinary circumstances affecting an employee, authorize exception or adjustment to the above procedures.

Payments will be pro-rated in 1/26 segments, conforming to the Town's bi-weekly payment schedule. All payments shall be subject to applicable withholding requirements. Payments shall only be made during the period during which the employee remains unsubscribed to Town insurance.

This health insurance bonus is not included in the base compensation for purposes of overtime, retirement or any other purpose.

10. ARTICLE 25, UNIFORMS

(a) The parties agree to amend Section 2 of this Article by increasing the annual clothing allowance for full-time officers to \$1000 and the annual clothing allowance for regular part-time officers to \$450, effective upon ratification and implementation of the contract.

(b) The parties agree to amend Section 6 of this Article to require a one-time submission of clothing receipts on April 15 or during the week preceding April 15, and to specify that any portion of the clothing allowance not verified by the submission a receipt at that time will be considered income and taxed accordingly. Section 6 will now read as follows:

"The Town shall provide each officer with a check in the amount of the annual clothing allowance on the first pay cycle of the fiscal year. The Police Chief or his designee shall provide a list of approved uniforms which will constitute the minimum uniform requirements for the Department. On April 15, or during the week preceding, each officer shall submit to the Police Chief or his designee receipts documenting the purchase of approved uniform items totaling at least the amount of the annual uniform allowance. If receipts for a lesser amount are produced or no receipts are produced by an officer at the time indicated above, the balance of the allowance will be considered income to the officer and taxed accordingly."

(c) The parties agree to further amend this Article by adding a new Section 2A to read as follows: "The Town will make a one-time payment in the amount of \$500 to any officer who is promoted to sergeant for the purchase of additional uniform items required by the Police Chief."

11. ARTICLE 25A, UNIFORM CLEANING.

(a) The parties agree to amend this Article to include "civilian suits" in the items covered by the uniform cleaning allowance and the cleaning service provided by the Town.

(b) The parties further agree to amend this Article by increasing the annual uniform cleaning allowance for part-time officers to \$200 effective July 1, 2015.

(c) The parties further agree to amend this Article by adding the following sentence: "The Union agrees to utilize the cleaning service provided by the Town."

12. ARTICLE 26, DETAILS.

The parties agree to amend Section 1 of this Article to read as follows:

"Detail opportunities shall be distributed as fairly and equitably as possible among members of the bargaining unit according to seniority on a rotating basis in accordance with a lowest hourly system. There shall be a rotating list of full-time employees according to seniority and a separate rotating list of part-time employees according to seniority. Other members of the Department may only be called for details in case of emergency and after all members of the bargaining unit have refused to work and are not "ordered in."

13. ARTICLE 31, WAGES.

The parties agree to amend the Article as follows:

(a) Effective July 1, 2015, the base wage will be increased by 1.5%
Effective July 1, 2016, the base wage will be increased by 1.5%
Effective July 1, 2017, the base wage will be increased by 2.0%

(b) The base hourly rate for regular part-time reserve officers shall be increased to \$17.50 effective July 1, 2015, and shall be subject to the base wage increases set forth above effective July 1, 2016 and July 1, 2017.

(c) The parties agree to add a new section to read as follows:

"Officers shall receive an annual stipend equivalent to 2% of the base hourly rate when assigned by the Chief to perform any of the following functions. The stipend will be paid in accordance with the Town's regular payroll cycle:

- (i) Field Training Officer¹
- (ii) Property and Evidence Control

¹ The Field Training Officer stipend will only be paid during periods of time when the Field Training Officer is actually conducting training.

(iii) Firearms Instructor

(iv) Detective²

14. ARTICLE 40, DURATION.

The parties agree to amend the Article to provide for a three-year contract from July 1, 2015 to June 30, 2018.

15. NEW ARTICLE, DIRECT DEPOSIT.

The parties agree to amend the contract by adding a new article entitled, Direct Deposit, which shall read as follows:

“Effective July 1, 2015, or on such later date as may be determined by the Town, as a condition of employment, all employee wage payments shall be electronically forwarded by the Town directly to a bank account or financial institution designated by the employee for receipt and employees will no longer receive wage payments by check.”

16. HOUSEKEEPING

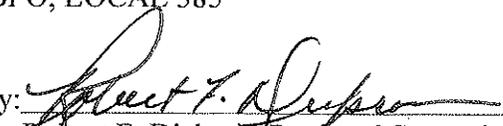
The parties agree to amend Section 5 of Article 12A, Shift Bidding, by changing the word “personnel” as it appears in the first sentence to “personal.”

This Agreement is subject to ratification by the Union and by the Board of Selectmen.

This Agreement has been duly executed by the authorized representatives of the Town of Ashby and IBPO, Local 385.

IBPO, LOCAL 385

TOWN OF ASHBY

By: 
Robert F. Dickson, Regional Supervisor
IBPO, Local 385

By: 
Sharon P. Siegel, Esq., Labor Counsel

Dated: 28 June 2016

Dated: 7-6-16

² The parties agreed that the Union will discuss with the Police Chief the responsibilities of the detective assignment. No detective will be assigned and no detective stipend will be paid until the Police Chief and the Union agree upon the role and function of the detective.

RATIFIED:

IBPO, LOCAL 385

By: John Dillon
John Dillon, Local President

Dated: 28 June 2016

By: Robert F. Dickson
Robert F. Dickson, Regional Supervisor
IBPO, Local 385

Dated: 28 June 2016

RATIFIED:

TOWN OF ASHBY

By: Janet Flinkstrom
Janet Flinkstrom, Chair

Dated: 6/28/16

By: Mike McCallum
Michael McCallum, Member

Dated: 6/28/16

By: <absent from meeting>
Mark Haines, Member

Dated: _____