

*MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF WEYMOUTH
AND
THE WEYMOUTH POLICE PATROLMAN'S UNION
LOCAL 630
July 1, 2004 - June 30, 2007*

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PREFACE

The following contract, effective as of July 1, 2004, by and between, respectively, the Town of Weymouth, hereinafter referred to as the "Town", and the Weymouth Police Patrol Union, I.B.P.O. Local 630 hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town of Weymouth and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION OF BARGAINING UNIT
CONTRACT DURATION
NO STRIKE CLAUSE

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the following bargaining unit: All regular members of the Town's Police Department in the rank of patrolman but to exclude the ranks of Chief, Captain, Lieutenant and Sergeant and the persons employed as custodians, school traffic supervisors, clerical supervisors (present and future), recruits and the position of auto mechanic.

The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement for their participation on the Bargaining Committee for Union or for other union activities. Wherever masculine gender is used in this Agreement, the same shall refer to feminine or neuter general, as the case may be.

This Agreement shall become effective the first day of July, 2004 or at such later date, as to certain provisions thereof, as may be specifically referred to in this Agreement, and shall continue in force and effect until the last day of June, 2007. The terms, conditions, and covenants as herein before set forth shall continue without alteration for the duration of this agreement.

Thereafter, it shall renew itself for twelve (12) month periods, unless written notice is given by either party to the other not less than one hundred twenty (120) days prior to the expiration date but in no event earlier than December 1, 2006 or any expiration thereof, that it desires to terminate or amend this Agreement. In the event such notice is given, the parties shall begin negotiations within twenty (20) days thereafter. If negotiations are not completed prior to June 30, 2007, this Agreement shall continue in full force and effect during such negotiations.

NO STRIKE CLAUSE

The Union agrees that the members of the bargaining unit will comply with the provisions of Massachusetts General Laws, Chapter 150E, Section 9A, which reads as follows:

"It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slow-down or withholding of services by such employees."

ARTICLE II
PAYROLL DEDUCTION OF POLICE
UNION FEES AND DUES

The Town shall weekly deduct Union dues and initiation fees, including arrearages, from the earned wages of each employee within the bargaining unit. Members of the Union, individually and voluntarily, will certify in writing that they authorize such a deduction and file such authorizations with the Chief of Police. Such authorization shall be in a form to be approved by the Town Accountant and shall continue in effect for a period of one (1) year, and thereafter unless revoked in writing by the employees.

The Town agrees to adopt the provisions of Chapter 150E, Section 12, of the General Laws. The Town Treasurer shall deduct from the salary of any such employee and shall transmit to the Union the agency service fee of any such employee who provides written authorization for such deduction in accordance with the provisions of Chapter 180, Section 170, of the General Laws. The Town shall not be responsible and the Union agrees to hold the Town harmless for any actions that it takes against any employee as a result of the adoption of Chapter 150E, Section 12.

ARTICLE III

SENIORITY

- (A) Seniority with the Weymouth Police Department shall commence from the date of appointment as a permanent full-time officer. Such seniority among officers appointed on the same date will be determined by the order of their appointment.
- (B) Seniority shall not be broken by vacation time, sick time, injury time, temporary layoff, suspension, or any leaves of absence or any call to military service for the duration.
- (C) If an employee resigns voluntarily or is discharged for just cause, he shall lose all seniority. If such employee is re-employed, his seniority date shall be that of his re-employment.
- (D) In the event of reduction in force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority.
- (E) The following procedure shall apply to the filling of shift assignments in the department. It shall not apply to the positions of:

Youth Officer	Detective
Crime Prevention Officer	Evidence Technician
Safety Officer	Vehicle Maintenance Officer
Canine Officer	Licensing Officer
Personnel Clerk	

1. Posting

The Chief of Police shall post notice of all shift assignments for ten (10) days in three (3) conspicuous places in the Police Station. The notice shall contain the shift available.

2. Bidding

Employees may apply for the shift by completing a form furnished by the Chief.

3. Selection

The Chief shall select the most senior employee who applies for the shift available. The seniority of employees is to be determined only by the definition of Seniority in Article III.

4. Temporary Vacancies

In emergencies and in cases of employee disability (including a major family disability), the Chief may make shift assignments for a period of up to two (2) months without following procedures as outlined in paragraphs 1, 2 and 3 above. Temporary assignments made pursuant to this procedure may be extended by agreement with the Union.

5. Reduction in Force

When an officer is reduced in rank or is reassigned pursuant to a reduction in force or departmental reorganization, he will be allowed to exercise his seniority (as defined in this Article) to displace a less senior officer from the shift assignment he may desire. Any officer displaced by this process will likewise be entitled to exercise his seniority (as defined in this Article) to displace other officers.

1. Dispatcher/Station Officer

The position of Dispatcher shall be a civilian position and the position of Station Officer shall be established and filled by an employee covered by this Agreement. The Station Officer shall be a P-2A pay rate position and an officer must be certified in the operation of the E-911 system in order to be eligible to work the position.

The Station Officer position shall be posted annually for each of the major shifts (8AM-4PM, 4PM-12AM and 12AM-8AM) and shall be filled by the most senior officer requesting the position on each respective shift. The position shall be posted in December for assignment the first week of January of the following year. In the event that no officer on a particular shift requests the position, the most junior eligible officer on that shift shall be assigned to the position by default. However, in no event shall any such junior officer be assigned or required to work the position for more than two days in any four-day rotation if such officer is assigned to the position by default. In the event that any junior officer on a particular shift would be required to work more than two days in a four day rotation by default, then the two most junior officers on that shift will be assigned to work the position two days each.

In the event that a junior officer on a shift is assigned to work the position by default, and a more junior officer later becomes eligible to work the position on that shift before the annual shift bid, then the officer currently working the position by default shall have the right to vacate the position and it shall be filled with the new junior officer on the shift. Such change shall be made within one week of the new junior officer becoming eligible to work the position on that shift. No junior officer shall be eligible to work the station officer position until he/she has completed his/her field training as set forth in this Agreement.

All New Officers shall be trained in E-911. If such training is not provided by the Academy, then the Department will provide the requisite training.

At the Watch Commander's discretion, the station officer may be assigned to a sector while the patrol officer assigned to that sector is in the station.

ARTICLE -IV
CATEGORIES OF ANTICIPATED LEAVES

ARTICLE IV -A BEREAVEMENT LEAVE

In the event of a death occurring in the immediate family of an employee, he or she shall be granted a bereavement leave without loss of pay of four (4) regular work days, commencing either on the day of death or on the first regular work day immediately following the day of death. For the purpose of this Section, the immediate family shall be the employee's spouse, parents, parents-in-law, brother, sister, children, grandparents, grandchildren, and any other relative living within the employee's domicile.

In such cases where funeral arrangements are delayed or are out of state, the employee's department head may, in his discretion, provide for such leave without loss of pay up to a maximum of three (3) days, as in his discretion seems reasonable and provided that such leave is necessary for an employee's attendance at the funeral.

A bereavement day with pay will be provided for an employee's aunt, uncle, niece, nephew, brother-in-law, and sister-in-law provided that the employee is scheduled to work on the day of the funeral.

Recruits will be eligible for bereavement leave commencing the date they begin their training at the Police Academy.

ARTICLE IV - B LEAVES OF ABSENCE

Section 1 - One-Year Absence

An employee who has been absent from work for a period of one (1) year or more shall not be eligible for holiday pay nor for vacation nor for Sick Leave nor for Bereavement Leave nor for Military Leave.

This Article does not apply to employees who are absent for a year or more as a result of service-connected injury or sickness.

Section 2 - Military Leave

Permanent employees who serve in the Armed Forces of the Commonwealth, or as members of a reserve component of the Armed Forces of the United States, under orders will be allowed the difference between the base pay they receive for such service and their regular rate of compensation from the Town for a period of not more than seventeen (17) calendar days of military leave attributable to their annual tour of military duty.

A permanent employee shall be entitled, during the time of this service in the Armed Forces of the Commonwealth or during his tour of duty as a member of a reserve component of the Armed Forces of the United States, to be released from his work, without compensation, in order to attend assigned weekly and weekend drills which require absence from his normally scheduled work tour. Such release from work shall not affect his leaves of absence or vacations with pay given to other like employees.

Section 3 - Other Leave

(A) Absences for personal reasons may be charged to vacation leave upon application by the employee and approval by Chief of Police.

(B) Employees are entitled to thirty-two (32) hours of personal leave each year without being charged to vacation or any other leave. Personal Leave may be taken in "increments" of four (4) hour minimums. Officers with twenty or more consecutive years of service in the Weymouth Police Department and are on the 8:00 am to 4:00 p.m. shift will have an additional eight (8) hours of personal leave available to them.

ARTICLE IV - C SICK LEAVE PROGRAM

- (A) 1. Illness or injuries, which are sustained or incurred in the line of duty, shall be compensated at full pay and in accordance with the applicable provisions of the General Laws. However, an employee covered by this Agreement who draws pay pursuant to Chapter 41, Section 111F, of the General Laws shall not accrue sick leave during the period of time he is off active duty.

Recruits shall begin to accumulate and earn sick leave commencing the day they begin their training at the Police Academy.

The Town will compensate officers ordered to be examined relative to an on-duty injury by a Town designated physician in accordance with the call-back provisions of the Collective Bargaining Agreement.

The Chief of Police or the Acting Chief, will respond to any officer's request for injury-on-duty leave pursuant to M.G.L. chapter 41, section 111F, within 48 hours of the officer submitting the documents required by General Order 99-6, excluding holidays and weekends. In the event that the Chief determines that the medical information required by General Order 99-6 is not contained in the documentation so submitted, he will forthwith inform the officer of the required additional information. Upon submission by the officer of the additional requested information, the Chief or Acting Chief will respond to the officer's request within the aforesaid 48 hours. If the Chief or Acting Chief is unavailable during the aforesaid 48 hours, he will respond within 48 hours of his return, excluding holidays and weekends.

2. Presumption for Hazardous Duty/Bioterrorism

a. In recognition of the exposure to the members of the bargaining unit to smoke, chemicals, toxins and other substances of unknown effect and to members of the public with unknown medical conditions, there shall be a presumption that any member of the bargaining unit who is or becomes ill with any condition caused by hypertension or heart disease that is covered by M.G.L. c. 32 §94, or any disease that is caused by exposure to bio-terrorism has contracted such disease in the line of duty and is therefore entitled to be placed on injured leave status for any period of time during which he is disabled from working as a result of any such disease. This shall be a rebuttable presumption.

b. In addition to the foregoing, there shall also be a rebuttable presumption that any form of hepatitis, or any HIV or AIDS related condition, for which an exposure report form must be filed, was contracted in the line of duty subject to the following conditions which shall only be applicable to these forms of disease.

- i. The presumption shall only be effective for one (1) year unless, by the end of the year, the employee applies for an accidental disability retirement and has completed all of the required paper work for that application within that year, in which event the presumption shall continue until the employee's said application is either approved or denied.
- ii. If the employee's application for an accidental disability retirement due to the injuries listed in paragraph 2(b) is denied, then, in order for the presumption to remain in effect, the employee must immediately apply for a superannuation retirement in which event the presumption will continue until the application is granted.
- iii. If the employee's application for a superannuation retirement is denied for any reason, or it is withdrawn before being acted upon, or if the employee should fail to apply for a superannuation retirement upon the denial of his application for an accidental disability retirement, the disability leave shall immediately terminate and will not be reinstated for this purpose again.
- iv. Notwithstanding the three preceding paragraphs, if Chapter 32 of the General Laws should be amended so as to provide for an accidental disability retirement presumption for any form of hepatitis, or any HIV or AIDS related conditions, or any condition of impairment of health that is caused by any disease of the lungs or respiratory tract, or that is caused by any condition of cancer affecting the skin or the central nervous, lymphatic, digestive, hematological, urinary, skeletal, oral or prostate

systems or the lung or respiratory tract, or any disease that is caused by exposure to bio-terrorism that was contracted in the line of duty, similar to that which is provided for heart disease in Section 94, thereof, then any such form of said diseases shall be simultaneously entitled to the same disability leave presumption as set forth above for heart disease in Section (A)(2)(a) and the foregoing three conditions specified in paragraphs a, b, and c shall not be applicable to any such diseases.

- v. The foregoing presumptions and associated conditions shall not apply in a case where the officer is able to prove, through medical and other evidence, that the particular illness or injury from which he/she suffers was sustained or incurred in the line of duty, in which case the provisions of Section (A)(1) shall apply.

- c. In no event shall the terms of this section affect any of the other rights currently available to the members covered by this Article.

(B) Time lost from work due to illness or injury not sustained or incurred in the line of duty, except where such illness or injury is directly traceable to employment by an employer other than the Town, shall be compensated as follows:

1. The employee shall be granted fifteen (15) sick leave days each year. Said sick leave shall be computed as one and one-quarter (1 1/4) days leave for each month of employment.
2. Such leave is to be utilized when an absence is caused by sickness or injury or by exposure to contagious disease as set out above in paragraph (B).
3. The employee may accumulate the unused portion of his sick leave as set out above without limitation.
4. Sick leave shall accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.
5. The Town of Weymouth Personnel Office shall maintain a record for each employee of all sick leaves used and accumulated. A summary of sick leave accumulated and used shall be made available upon request by the Union.
6. If the amount of leave credit provided under subsection 3 has been or is about to be exhausted, an employee may make application for an additional leave allowance as provided under Subsection 3. Such application shall be made to the Chief of Police and additional sick leave shall be limited to no more than 30 days. If sick leave is denied under the foregoing provisions the officer may appeal to the Mayor for additional leave. The Mayor is authorized to grant such additional allowances as he/she may determine to be equitable after reviewing all circumstances, including the employee's attendance and performance record prior to the onset of the conditions which support his request for the additional allowance. Officers who are granted additional sick days pursuant to this section shall, upon return to duty, restore to the Town one (1) sick day for every two (2) sick days earned.
7. Sick leave must be authorized by the Chief of Police and must be reported to the Personnel Office on a designated form.
8. The Chief of Police may require an employee to furnish a doctor's certificate at the employee's own expense in order to be paid for sick leave, provided the employee has received, prior to the use of the sick leave; a written notice that certificate may be required. The notice will be used to discourage suspected sick leave abuse. The Chief may issue such notice at his discretion to those employees who have used five (5) or more sick days, whether consecutive or not, during any one-year period and such notice will remain in effect for one (1) year from the date of issuance. In determining to issue such a request, the parties to this Contract agree that the Chief will consider, but will not be limited to, the following criteria:
 - a. merits and circumstances of each individual's situation ;
 - b. if long term abuse is due to mitigating factors such as flu, hospitalization or injury;
 - c. are the absences of one day duration;
 - d. do the absences follow a pattern

- e. are the absences contained to a finite period (e.g. one month) in which the individual has satisfactorily explained the underlying circumstances;
- f. length of service and number of accumulated sick days.

The Town agrees to 3 days from accumulated days being available for family illness for a family member who resides in the officers' home. Such family sick leave shall not be counted as sick leave use for the purpose of determining sick leave abuse.

- 9. Injury, illness, or disability self-imposed, or resulting from the use of alcohol or drugs, shall not be considered a proper claim for leave under this Section, unless the employee has sought or is seeking professional care for an alcohol or drug problem.
- 10. Nothing in this Section shall be construed to conflict with Section 100 of Chapter 41 of the General Laws.
- 11. Upon retirement, resignation, or death (but specifically excluding discharge), an employee or his estate shall receive twenty percent (20%) of the value of his accumulated sick leave based upon his salary in effect at the time his employment is terminated; however, the total amount so redeemed is not to exceed Four Thousand and 00/100 Dollars (\$4,000.00).
- 12. Each day's sick leave shall be computed as one-fifth (1/5) of such employee's regular weekly compensation at the time of his retirement or the date of his death.
- 13. In the event of an employee's death, payment of such accumulated sick leave shall be made only to the estate of the employee.

AMENDED SALARY AUGMENTATION PLAN

- 1. Any member of the bargaining unit who is employed by the Weymouth Police Department for at least twenty (20) years will be eligible to participate in the Salary Augmentation Plan.
- 2. Any eligible employee who wishes to begin his participation in the Salary Augmentation Plan in any fiscal year must give written notice of his intent to so participate to the Chief or his designee by November 1st prior to the start of the fiscal year in which he wishes his participation to begin. The employee's notice of intent should specify the exact date during the following fiscal year as of which he wishes his salary augmentation to begin. If any such employee fails to specify such a date, his salary augmentation shall begin on the July 1st following the submission of his notice of intent to the Chief or his designee.
- 3. Each participating employee's salary shall be augmented in accordance with the schedule set forth in paragraph 4 for a period of three years from the date as of which his participation in the Plan begins or until his participation in the Plan is suspended after one year on injury leave pursuant to paragraph 12 below or until his employment is terminated by retirement, resignation, dismissal, death or other reason, whichever of the foregoing occurs first.
- 4. Since the Salary Augmentation Plan has been conceived and formulated as an incentive to members of the bargaining unit to conserve and accrue sick leave, their salary during the period for which they activate their participation in the Plan shall be augmented in the accordance with the following schedule:

<u>Accrued Sick Leave Days</u>	<u>Salary Augmentation Percentage</u>
150	4%
200	6%
250	8%

- 5. The foregoing salary augmentation percentages shall be paid on a non-cumulative basis. For example, an employee with 250 or more accrued sick leave days throughout the period of his participation in the Plan shall receive a salary augmentation percentage of 8% throughout each of his three years of participation rather than 8% for the first year, 16% for the second year and 24% for the third year.

6. The number of sick leave days that an employee has accrued as of the date on which his salary augmentation is scheduled to begin shall determine the percentage amount by which his salary will be augmented under this Plan. That salary augmentation percentage amount shall continue in effect throughout an employee's participation in the Salary Augmentation Plan except as provided below:
- a) If, during the first twenty-four (24) months of an employee's participation in the Salary Augmentation Plan, his utilization of sick leave days, exclusive of any sick leave days that he may have contributed to the Sick Leave Bank, reduces the total number of days in his sick leave accrual as of the start of the following fiscal year to a level that is at least 10% below the qualifying accrual level at which the employee began his participation in the Plan, i.e. to 225 or below if the employee's augmentation percentage is 8%, to 180 or below if the employee's augmentation percentage is 6%, or to 135 or below if the employee's augmentation percentage is 4%, the employee's salary augmentation percentage shall, as of the start of the next fiscal year, be reduced to the next lower salary augmentation percentage, i.e. to 6%, 4% or 0%. The employee shall then remain at that lower salary augmentation percentage level; either (1) until the number of days in his sick leave accrual account is further reduced to a level that is at least 10% below the next lower level of participation, i.e. to 180 or below if the employee's new augmentation percentage is 6%, or to 135 or below if the employee's new augmentation percentage is 4%, the start of the next fiscal year in which event his salary augmentation percentage shall be further reduced to either 4% or 0%; or (2) until he is able to build his sick leave accrual back up to his original qualifying level of participation, i.e. to 150, 200 or 250 sick leave days, in which event his salary augmentation percentage shall be correspondingly increased to the next higher percentage on the salary augmentation schedule as of the start of the next fiscal year and he shall remain at that level until his sick leave accrual either rises to the next higher level or drops to a figure that is at least 10% below his then current level of participation in the manner described herein. Any period of time during which a participating employee's augmentation percentage is eliminated altogether because his accrual drops below 135 shall not be included in the computation of his three years of eligibility under the Salary Augmentation Plan.
 - b) If, during the first twenty-four (24) months of an employee's participation in the Salary Augmentation Plan, his low level of utilization of sick leave days causes the total number of days in his sick leave accrual to rise to the next level of participation as of the start of the following fiscal year, i.e. to 200 or to 250 days, the employee's salary augmentation percentage shall be similarly increased as of the start of that fiscal year to the next higher salary augmentation percentage, i.e. either to 6% or to 8%. The employee shall then remain at that higher salary augmentation percentage unless his sick accrual is subsequently reduced to the next lower level as described in sub-paragraph (a) above.
 - c) Beginning with the start of an employee's 25th month of participation in the Plan, the occurrences that are described in sub-paragraphs (a) and (b) shall be handled as follows:
 - 1) If the total number of days in an employee's sick leave accrual account is reduced below the qualifying level at which the employee began the start of his 25th month of participation, i.e. below 250, 200 or 150, and if none of his sick leave utilization since the start of his 25th month of participation in the Plan is attributable to a "serious health condition" as defined on page 4 of Form WH380 issued by the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor as revised in December, 1999 ("Form WH380," page 4 of which is attached hereto, as modified by the parties, as Appendix D1) his salary augmentation percentage shall be immediately reduced to the next lower level, i.e. to 6%, 4% or 0%, and it shall remain at that reduced level for the remainder of his participation in the Plan unless there is either (a) a further decrease in his sick leave accrual account, exclusive of any sick leave utilization that is attributable to a serious health condition as defined in Form WH380, to a level that is below the next lower qualifying level, i.e. below 200 or 150 days, in which event his salary augmentation percentage shall be further reduced to the next lower amount, i.e. to 4% or 0%, or (b) a subsequent increase in the number of days in his sick leave accrual account to the next higher qualifying level, i.e. to 150, 200 or 250 days, in which event his salary augmentation percentage shall be immediately increased to the next higher level, i.e. to 4%, 6% or 8%, as described in subparagraph (3) below.
 - 2) If any sick leave utilization after the start of an employee's 25th month of participation in the Plan is attributable to a serious health condition as defined in Form WH380, the reduction in his salary augmentation percentage that is described in subparagraph (1) above will not be implemented until the total number of days in any such participant's sick leave accrual account is reduced to a level that is at least 10% below the qualifying accrual level at which any such employee began his 25th month of participation in the Plan, i.e. to 225 or below, to 180 or below or to 135 or below.
 - 3) If a participating employee's low level of sick leave utilization results in an increase in the total

number of days in his sick leave accrual account to the next higher level of participation, i.e. to 150, 200 or 250 days, his salary augmentation percentage shall be immediately increased to the next higher level, i.e. to 4%, 6% or 8%, and it shall remain at that level for the remainder of his participation in the Plan unless his subsequent sick leave utilization causes the number of days in his sick leave accrual account to drop back below the level at which his salary augmentation percentage would be required, pursuant to either subparagraph (1) or (2) above, to be immediately reduced to the next lower percentage, i.e. to 6%, 4% or 0%.

7. If, between the date on which an employee gives notice of his intent to participate in the Salary Augmentation Plan and the date on which his participation is scheduled to begin, his level of sick leave accrual drops below the qualifying level that it was at as of the date of his notice, i.e. below either 250, 200 or 150, so that his salary augmentation percentage would also drop to the next lower level or below as of the date that his participation is scheduled to begin, he shall have the option of withdrawing his notice of intent, in which event the next person on the list of those who applied for the Salary Augmentation Plan for that fiscal year but who was unable to so participate because of the limited number of new participants that are permitted each year, shall be given the option of participating. The withdrawal of the notice of intent will be automatic and will not require any further action on the part of the employee if the number of days in his sick leave accrual account falls sufficiently far below 150 so that it could not possibly reach that level again by the date on which his participation is scheduled to begin.
8. While participating in the Salary Augmentation Plan, an employee shall continue to be eligible for all other contractual benefits except as may be otherwise specified herein. Employees will continue to accrue sick leave during all periods of participation.
9. Upon the completion of an employee's participation in the Salary Augmentation Plan, his salary shall revert to the applicable contractual amount.
10. Upon receiving his first paycheck with the salary augmentation amount included, an employee shall immediately be deemed to have irrevocably waived his eligibility for the sick leave redemption benefit.
11. If an employee is injured in the line of duty while participating in the Salary Augmentation Plan and is receiving disability pay pursuant to Chapter 41, Section 111F of the General Laws, his participation in the program will be suspended after one complete fiscal year (July 1st – June 30th) on paid disability leave unless he has already filed for either superannuation or disability retirement, either accidental or ordinary, in which event his participation in the Salary Augmentation Plan will continue as provided in paragraph 3 above.
12. Any employee whose participation in the Plan is suspended pursuant to the preceding paragraph will resume his participation in the Salary Augmentation Plan upon his return to active duty. Any such employee's eligibility period shall be adjusted forward by the amount of time that his participation in the Plan was suspended because of his injury leave.
13. An employee may not give notice of his intent to access the Salary Augmentation Plan at a time when he is on disability leave. However, this shall not preclude the participation of an employee who becomes disabled because of a line-of-duty injury incurred between the date on which he gives his written notice of such participation and the date on which his salary augmentation is scheduled to begin. Instead, any such employee will be treated in the same way as an employee who is injured in the line of duty while participating in the Plan as set forth in the paragraphs 11 and 12.
14. In order to enhance the eligibility for participation in the Salary Augmentation Plan of any member of the bargaining unit who was previously laid off and who was permitted to redeem some or all of his unused sick leave days at the time of his layoff, such employees shall be permitted to repurchase some or all of those days at the same price as that for which they were originally redeemed and to include them in their current sick leave accrual.
15. The number of additional employees who may begin to participate in the salary augmentation plan in any fiscal year shall be limited to five (5). In the event that the number of applicants to participate in the salary augmentation plan in any given year exceeds the foregoing limitations, the participants shall be selected based upon their relative seniority in the Weymouth Police Department, with the most senior applicants in term of their service in the Department being given first preference to participate in the Plan.

LIMITED DUTY - MEDICAL EXAMINATION

- (C) Officers who remain on injury leave under General Laws, Chapter 41, Section 111F, for a period over three (3)

months on any one injury shall agree to a medical examination at the direction of the Chief of Police to determine if that injury still exists under General Laws, Chapter 41, Section 111F, or to determine if such officer is capable of performing limited duty.

Examination for such purposes will be conducted at the Lahey Clinic, Burlington, Massachusetts, or the Massachusetts General Hospital, Boston, Massachusetts, by an appointment arranged by the Chief of Police at the expense of the Town with the appropriate department of the hospital and the hospital administration assigning a medical specialist in the appropriate field of injury to conduct such medical examination.

The decision of the examining physician will be binding on the employee and employer for a period of time as determined by the examining physician. If the physician determines the injured officer cannot return to full duty or limited duty, such officer will submit to reexamination as directed by said examining physician.

ARTICLE IV – D HOLIDAYS

The following days shall be considered holidays:

HOLIDAYS		
New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Jr. Day	Independence Day	Thanksgiving Day
Presidents Day	Labor Day	Christmas Day
Patriot's Day	Columbus Day	

Each officer will be guaranteed eleven (11) paid holidays, regardless of the day of the week on which they fall. Members of the bargaining unit will have their holiday pay withheld and paid to them in a lump sum in the first pay period in November.

An employee in continuous employment and full pay status who because of a rotation of shifts works different days in successive weeks shall be granted an additional day's pay for each of the legal holidays listed in the preceding paragraph subject to the following limitations and options:

If an employee works a full tour of duty on one (1) of the aforementioned holidays, he shall be paid holiday pay regardless of whether or not he works the day before or the day after the holiday. If an employee is not scheduled to work on the holiday and is scheduled to work the day before or the day after the holiday and fails to work a full tour of duty on either of these days because of being sick, unless the officer brings a note from a doctor verifying the illness, he shall not receive holiday pay.

An employee may elect to take a day off in lieu of a day's pay for any of the legal holidays listed in the first paragraph under this Article IV, if his request to substitute said day's pay is approved by his department head. Employees who regularly work the day shift and indeed do work on any of the above holidays shall receive holiday pay equal to time and one-half their regular hourly rate.

ARTICLE IV – E VACATIONS

Vacations shall be granted on a seniority basis within shift, based upon a police officer's continuous employment as a police officer in the Town of Weymouth. There will be allowance for an officer to split his vacation if he so desires, and he will not be required to take successive weeks of vacation. Any officer may take a one (1) week summer vacation if he so desires, and he will not be required to take successive weeks of vacation. Any officer may take a one (1) week summer vacation but shall not be entitled to take a second week until all other officers on his respective shift have had the opportunity to select their summer vacation pick.

Any officer shall be entitled to take his or her vacation in part by taking individual days off, except for the months of July and August, subject to the approval of the chief or, in his absence, his designee. The parties agree that they will negotiate for specific mechanism for approval during July and August and attach such agreement as a side letter to the Agreement. Single day vacations shall be granted unless no replacement can be found. An officer who wishes to take his/her vacation in half (1/2) day increments must provide notice of his/her intention to take a half (1/2) day vacation at the start of the officer's shift prior to the shift on which half the vacation day is to be taken. Officers must provide at least forty-eight (48) hour written notice for vacations of six (6) days or more taken at one time.

Vacations will be utilized and based on a police officer's continuous employment, as a police officer in the Town of Weymouth, from the anniversary date of his initial employment. An officer who has been in continuous employment for five (5) months from the anniversary date of his initial employment shall be granted vacation leave of one (1) week with full pay. An officer who has been in continuous employment for thirty (30) weeks from the anniversary date of his initial employment shall be granted vacation leave of two (2) weeks with full pay. An officer who has been in continuous employment for five (5) years from the anniversary date of his initial employment shall be granted vacation leave of three (3) weeks with full pay. An officer who has been in continuous employment for ten (10) years from the anniversary date of his initial employment shall be granted vacation leave of four (4) weeks with full pay. An officer who has been in continuous employment for seventeen (17) years from the anniversary date of his initial employment shall be granted vacation leave of five (5) weeks with full pay.

Those employees with four (4) or five (5) weeks of vacation must take one (1) week of vacation between January 1st and April 30th or one (1) week of vacation between September 15th and December 31st. Single day vacations may be used to satisfy this requirement.

An employee covered by this Agreement who draws pay pursuant to Chapter 41, Section 111F, of the General Laws during a calendar year will not lose earned vacation leave for said calendar year. However, if an employee is on injury leave for more than one calendar year, then in such event such employee upon returning to active duty shall earn vacation on a prorated basis.

Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued prior to the employee's death but which had not been taken by him.

Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault of their own or by retirement or by entrance into the Armed Forces shall be paid an amount equal to the vacation allowance earned in the vacation year during which such dismissal, retirement, or entrance into the Armed Forces occurred.

Absences on account of sickness in excess of that authorized under the rules therefor or for personal reasons, as provided for under other leave, may, at the discretion of the Chief of Police, be charged to vacation leave.

Vacation allowance provided under the terms of this Section must be taken before December 31 in the calendar year earned, unless cancelled by appropriate administration authority to meet an emergency or to offset a critical shortage of personnel. Vacations shall be granted by Department Heads at such times as in their opinion will cause the least interference with the work of their agencies.

The summer vacation list will be posted by April 1.

Employees may carry over up to one (1) week of vacation from one year to the next. Vacation time, which is carried over to the next year, must be used by the conclusion of that calendar year.

ARTICLE IV – F LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay for limited period not to exceed three (3) months shall be granted for any reasonable purpose, but said purpose shall not include the employee being gainfully employed at any other occupation. The reasonable purpose in each case will be subject to the discretion of and the approval of the Chief of Police or the Mayor.

ARTICLE V
UNIFORMS AND EQUIPMENT

- (A) The Chief of Police or some person under his supervision and control shall supply new members of the Department with clubs, handcuffs, duty weapon, holsters, flashlights and batteries. Needed batteries on the night shift shall be replaced every two (2) months.
- (B) All police officers, including plainclothes officers, will be allowed a uniform allowance of Six Hundred and 00/100 Dollars (\$600.00). Said payment shall be made in one of the first three payroll periods in July. An employee may purchase his uniform at a dealer or supplier of his choice and, upon presentation of a voucher indicating the purchase of a uniform item, the Town will pay for same up to an amount as stated above. Each officer shall receive a cleaning allowance of Four Hundred and Fifty Dollars (\$450.00) per year.

Recruits will be entitled to the cleaning and clothing allowances which will be pro-rated commencing the date they begin their training at the police academy.
- (C) It is agreed that there are presently existing within the Police Department twenty-five (25) riot helmets and twenty-five (25) riot sticks. It is further agreed that such special equipment will be added to as the requirement arises within the existing needs of the Department.
- (D) It is agreed by and between the parties that the Town of Weymouth Police Department will apply a separate appropriation for each new officer appointed or hired in the Department. Said appropriation to apply to the required clothing and equipment that this new officer will need based on the season in which he joins the Department.
- (E) The Town will repair unserviceable duty weapons, which are used in the course of employment and will replace irreparable duty weapons.
- (F) An officer who returns from injured-on-duty leave during a fiscal year will receive the full clothing and cleaning allowance for that fiscal year; that is, clothing and cleaning allowances will not be prorated. However, officers who are on IOD leave for a full fiscal year will not receive any clothing or cleaning allowance for that fiscal year. (Fiscal year is defined as July 1 through June 30).
- (G) Any time that an order is issued changing any part of the authorized uniform(s) of any member of the bargaining unit, either by adding to the uniform policy or changing the uniform policy, the change shall not be effective until after the next following uniform allowance if the cost of the change is less than \$300.00, or after the second following uniform allowance, if the cost of the change is in excess of \$300.00, unless the Town pays for the entire cost of the change. Every three (3) years there shall be a uniform committee, which will review the uniform policy to recommend changes, if necessary, to ensure that the Department's uniform continues to be comprised of the most modern and efficient equipment and clothing articles available. The committee shall be comprised of two patrol officers appointed by the President of the Patrolmen's Union and two rated officers appointed by the President of the Superior Officer's Union and the Chief of Police.

ARTICLE VI
COURT TIME

Section 1: Any employee who attends Court after his regular work shift or on a day off as a witness for the Commonwealth in a criminal case or as a witness under subpoena in a civil case arising out of his/her employment as a Weymouth Police Officer, will be paid overtime compensation at the rate of time and one-half his straight time hourly rate of pay for every hour or fraction thereof during which he was in such attendance or appearance; for all such outlined court appearances there shall be a minimum of four (4) hours pay.

Section 2: An employee who is scheduled to be off duty and who makes a delivery of drugs to the Food and Drug Administration or who picks up drugs at the Food and Drug Administration shall receive two (2) hours pay at the time and one-half rate for such delivery or pickup, in addition to any other overtime or court time.

ARTICLE VII
UNION BUSINESS LEAVE

- (A) All members covered by this Agreement, not to exceed five (5), who are members of the Union's Collective Bargaining Committee shall be allowed time off for local business, negotiation, or conferences with Town Administration, Chief of the Department, without loss of pay or benefits, and without the requirements to make up said loss of time provided said time is approved in advance by the Chief of the Department.
- (B) The members of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefit for all meetings between the Town and the Union, for the purpose of processing grievances, when such activity takes place at a time during which such employee is scheduled to be on duty.
- (C) Officers and members of the Union, not to exceed four (4), designated by the Union shall be granted leave to attend meetings of the International Brotherhood of Police Officers as provided by Massachusetts General Laws. Said time off to be at least three (3) days, provided that said time off in addition to the statutory allowance is approved in advance by the Chief of the Department.
- (D) In accordance with the above parameters, an on duty patrolman will be allowed time off with pay for the purposes of meeting with the appropriate representative of the IBPO in order to prepare for a scheduled negotiation/mediation session with the Town's representative provided the following conditions are met:
 - 1. The Union agrees to notify the Personnel Department of any upcoming meetings with the IBPO representative(s), within seven (7) calendar days of this meeting.
 - 2. The Town agrees that if manpower levels are insufficient 24 hours prior to this meeting, they will notify the Union's representatives who were to attend the meeting so they may reschedule.
 - 3. In the event manpower levels drop below sufficient levels to meet the needs of the Town in the 24 hours before a meeting, the Town agrees they will notify the Union Representative no later than 8 a.m. the morning of the meeting.

ARTICLE VIII
EMPLOYEES RIGHTS

Except to the extent that there is contained in this Agreement, an express and specific provision to the contrary:

- (A) Employees shall have and be protected in the exercise of the right, free and without fear of penalty or a reprisal, to form, join, or assist the Union; to hold office and participate in the management of the Union; to act in the capacity of an Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid protection; and to refrain from any or all such activities. In the exercise of such rights, the employees shall be free from any and all interference, restraint, or coercion from any discrimination in regard to tenure, promotion, or other conditions of employment.
- (B) No representative, department official, or agent of the Town shall:
1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union;
 2. Interfere with the formation, existence, operations, or administration of the Union;
 3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union;
 4. Discriminate against an employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences for or in behalf of the Union; or
 5. Refuse to meet or confer at such times, as are set forth in the contract, concerning such matters for which conferences or meetings are required by a specific clause of this Agreement.
 6. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.
 7. Neither the Police Department nor the Union will discriminate against any employee or applicant for employment because of race, color, creed, sex, natural origin, or age.

ARTICLE IX
DISCIPLINARY ACTION
PERSONNEL FILE

DISCIPLINARY ACTION

All permanent employees shall have all the rights reserved to them under Civil Service pertaining to removal, dismissal, discharge, or suspension. Whenever the Chief of Police makes an inquiry into the conduct of one of his officers, which inquiry places the officer's job in jeopardy by virtue of his being suspended or discharged, the officer being charged shall have the right to a witness or representative at such inquiry if available.

Whenever an employee has a civilian complaint filed against him/her the Watch Commander, or other officer taking such complaint, shall immediately notify the officer and provide the officer with a copy of the complaint and the officer shall be given an opportunity to speak with a union representative before being required to respond to any inquiry regarding said complaint.

No such complaint shall be placed in an officer's personnel file unless such complaint has been substantiated and the officer has had the opportunity to refute such complaint and/or add a written response, which written response shall be filed with the complaint.

These provisions shall not apply to criminal complaints against an officer, except such complaints that allege an assault or a larceny by the officer.

PERSONNEL FILE

The personnel file shall include copies of any official personnel correspondence between the employer and the employee. The employee shall receive a copy of any adverse material placed in his/her file and shall have the right to file a statement in response to any such material placed in his/her personnel file. Unsigned letters and/or complaints shall not be placed in any employee's personnel file.

ARTICLE X
HEALTH AND SAFETY

A safety committee of three (3) members of the Union shall meet with the Chief of Police at least once every two (2) months to discuss and make recommendations for improvements of general health and safety of employees.

The Town shall provide efficient and safe equipment and material to protect the health and safety of employees.

ARTICLE XI INSURANCE

(A) The Town agrees to maintain existing or comparable group life insurance plan(s).

(B)

1. Effective on June 1, 1994, the Town agrees to maintain the health and welfare plans in effect on that date - namely, the existing group health insurance plans: Pilgrim Advantage PPO, Pilgrim HMO, and Pilgrim Senior Plan. The Town may provide medical insurance through another carrier (or carriers) only if all aspects of the coverage are at least equal to or more comprehensive than the foregoing medical insurance plans and only upon the express written agreement of Local 630. The employees' share of their medical insurance premiums will be deducted from their salaries on a pre-tax basis pursuant to the so-called "Cafeteria Plan" that has been established by the Town.

Police recruits shall be eligible to be covered by this Article of the Collective Bargaining Agreement.

2. Effective on June 1, 1994, the premium contributions for the Pilgrim Advantage PPO shall be paid 50% by the Town and 50% by the employees who elect to be covered by that plan; however, if the Town's premium contribution for any other group of employees in the governmental unit as defined in M.G.L. c. 32B should exceed 50%, then that higher premium contribution rate shall be simultaneously implemented for the members of the bargaining unit who are covered by this Agreement. Effective on June 1, 1994, the premium contributions for the Pilgrim HMO shall be paid 70% by the Town and 30% by the employees who elect to be covered by that plan.
3. The parties agree that their respective positions in the matter pending before the Labor Relations Commission (MUP-8959) and AAA case #1139 2260 91, shall not be prejudiced by the agreement set forth in paragraphs #1 and #2 above.

ARTICLE XII

GRIEVANCE AND ARBITRATION

Any grievance between the parties which involves the application of this Agreement, the disposition of which is not provided for by the laws of the Commonwealth of Massachusetts, shall be adjusted in accordance with this procedure. The grievance procedure shall be informal and confidential at all times. Time limitations may be waived and/or extended by mutual agreement of the parties. An aggrieved employee may have a Union Representative present at and participating in any level of the following procedures if he so requests.

1. The matter shall first be discussed between the aggrieved employee and the Captain in charge of the personnel office.
2. The grievance must be reduced to writing and presented to the Chief of Police by the earlier of seven (7) days after the first step discussion with the Captain in Charge of Personnel or thirty (30) days after the occurrence of the facts giving rise to the grievance or the date as of which the aggrieved employee or the Local had actual knowledge of or reasonably should have known of the occurrence of the facts giving rise to the grievance.
3. If, after seven (7) days of the presentation of the grievance to the Chief of Police, there has been no satisfactory resolution, the Union, on behalf of the employee, shall present the grievance to the Mayor or his/her representative for its consideration.
4. If, after thirty (30) days of the presentation of the grievance to the Mayor or his/her representative, no satisfactory resolution has been made, then the Union, on behalf of the employee, may request arbitration of the dispute in writing within thirty (30) days of the date of the receipt by the President of the Union of a response by the Mayor or his/her designee.
5. The arbitrator shall have the authority to settle only a grievance, which concerns the interpretation and application of this Agreement. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify this Agreement.
6. The arbitration shall be in accordance with the labor arbitration rules of the American Arbitration Association. The parties shall pay half the cost of said arbitration.
7. The decision of the arbitrator shall be final and binding upon all the parties.
8. If an employee elects arbitration as the method of resolution of any grievance involving suspension, dismissal, removal, or termination, it shall be the exclusive procedure for such resolution, as provided in and by section 8 of Chapter 150E.

ARTICLE XIII
MANAGEMENT RIGHTS

The Town of Weymouth shall retain all the rights and authority it had prior to the signing of this contract, either by law, custom, practice, usage, or precedent to manage and control the Police Department and to determine methods and means by which the operations of said Department are to be carried on and to direct the members of the Department and to conduct the operations of the Department in any manner which, in its opinion, is in the best interests of the inhabitants of the Town, except as may be specifically modified by this Agreement or any Amendment or Extension hereof.

ARTICLE XIV
EDUCATION INCENTIVE PAY AND LONGEVITY

SECTION 1 EDUCATION INCENTIVE PAY

The Town agrees that having accepted the provisions of MGL 41§ 108L (initially named Chapter 835 of the Acts of 1970), it shall pay to all employees so entitled police career incentive base salary increases as provided for in and by said MGL 41§ 108L. and this weekly.

SECTION 2 LONGEVITY

- (A) An employee, who is not entitled to and does not receive a career incentive salary increase as provided in Section 1, of this article shall be entitled to and shall receive a lump-sum longevity payment in accordance with the following:

1. After the twentieth (20th) year of full time continuous employment), such employee shall receive fourteen hundred (\$1,400.00).
2. Effective July 1, 2005, delete section A and section A1 and replace with the following:

After the twentieth (20th) year of full-time continuous employment, such employee shall receive six hundred (\$600.00) and effective July 1, 2006, after the twentieth (20th) year of full-time continuous employment, such employee shall receive eight hundred (\$800.00) dollars. (Those employees who have been receiving longevity in the amount of fourteen hundred (\$1,400.00) dollars shall be grandfathered at this rate).

- (B) The annual amount due an employee beginning July 1 shall be paid the last pay week of the following year.
- (C) Pro-rata longevity payments shall be made to all active employees upon their anniversary date or to an employee who retires or resigns or to the estate of an employee who dies during the twelve (12) months beginning July 1 and ending June 30. The amount of such payment shall be the proportion of the annual payment determined as of the first (1st) or the sixteenth (16th) day of the month immediately following the date of retirement, resignation, or death and shall be paid not later than such first (1st) or sixteenth (16th) day.

SECTION 3 OPTIONS

Effective July 1, 2005, the following sections (A & B) shall be deleted in their entirety.

- (A) The Longevity and Education Incentive Pay pursuant to M.G.L., Chapter 41, Section 108L, are separate tracks. Accordingly, employees eligible for payment under Longevity or under the provisions of said Chapter 41, Section 108L, shall receive the higher payments to which they are entitled, but not both.
- (B) Only employees employed on or before April 1, 1973 are eligible to participate in the Longevity program. Employees hired after April 1, 1973, are not eligible to participate therein but are encouraged to participate in the Chapter 41, Section 108L, Statutory Education Incentive Pay Plan.

ARTICLE XV

EXTRA WORK DETAILS/OVERTIME

The following provisions shall govern the fair and equitable assignment of overtime and extra work details. The Bargaining Committee will consider any complaints by members of the Union, concerning the assignment of any extra work. This Committee will investigate the merits of such complaints, and, if found valid, they will be processed under the provisions of Grievance and Arbitration Article of the contract.

SECTION 1 DEFINITIONS

A. OUTSIDE DETAILS:

Work assignments that are compensated by another Town Department or a private business. (Telephone, Gas, Private Clubs, School Department, Water Department, etc.)

B. DEPARTMENT OVERTIME:

Overtime is defined as any work that is performed beyond an officer's regular tour of duty except for court time.

C. OFFICER AVAILABILITY:

1. An officer is considered available for outside detail or overtime unless he/she is working; is on IOD; is in court; is on a day off in lieu of a holiday; has worked or will work 16 hours within 24; is on vacation; is on bereavement or sick leave; or is on leave of absence.
2. An officer who is on vacation or on a day off in lieu of holiday may make him or herself available for outside details by a written request to the personnel office.

D. WORK SLIPS:

Written confirmation from a company that verifies the detail was worked and the number of hours worked.

SECTION 2 – PROCEDURE

A. COMPILATION OF LISTS

1. Outside Detail

- a. The Personnel office will establish a daily computerized list of all officers wishing to be considered for outside detail work. It will be, at first, a departmental seniority list of all sworn officers of the bargaining unit with the most senior officers first and junior officers last.
- b. The list will begin July 1 each fiscal year.
- c. At the end of the fiscal year (June 30) the old list will terminate and a new department seniority list established and procedure to start anew.
- d. All outside detail hours will be compiled and recorded in hourly increments. The hourly totals for each officer on the detail list will include all hours worked as well as all opportunities offered to work, as defined as herein.
- e. Details shall not be swapped between officers. Officers who are preassigned to a detail and who accept the same, or those officers who accept a detail under the calling system shall work the detail themselves. In the event that an officer is unable to work a detail after accepting it, he/she shall contact the Personnel Officer or Watch Commander who shall contact the next officer on the Detail List who is available.

2. Department Overtime

- a. A daily list of all patrol officers will be established. It will be, at first, a departmental seniority list of all members of the bargaining unit with most senior officers first and junior officers last.
- b. The list will begin July 1 each fiscal year to start anew.
- c. All overtime hours, as defined herein, that are worked or refused by the officer personally shall be compiled and recorded in hourly increments. All overtime including compensatory time, time for report writing, departmental meetings compensated by the department, etc., will be counted, except court time.

3. When the Personnel Captain is off duty or on day off, the sole responsibility for filling overtime and outside details will be with the Watch Commander. He or she shall have in his or her possession and control the daily list, and will offer details in the same manner as described above.

4. Both lists shall be updated daily, excluding weekends, and will be available from the Personnel Officer or the Watch Commander upon request
5. There shall be a representative of the Union, designated by the Union, who shall on a daily basis, Monday through Friday, review the distribution of extra paid details and overtime for that day in the Personnel Office. All material relative to the distribution of extra paid details and overtime will be made available to said Union representative.

In the event that the union representative identifies an error in the distribution of the extra paid details or overtime, he/she shall bring the error to the attention of the Personnel Captain within twenty-four (24) hours of discovering said error. "Within twenty-four (24) hours" shall be defined as between the hours of 3:00 PM on the day the alleged error occurred until 3:00 PM of the following day. In the event that the alleged error occurs on a Friday or over the weekend, the Union representative shall have until 3:00 PM on the following Monday to present the alleged error to the Personnel Captain.

If there has been an error in the distribution of extra paid details or overtime, the number of hours in error shall be made available to the individual over the next seven (7) calendar days. The individual shall be contacted for seven (7) calendar days. Should the individual not accept a detail(s) which are offered to correct the number hours in error during that seven (7) day period, he/she shall be credited with the total of the number of hours which resulted from the agreed error on the detail or overtime list.

B. OFFERING AND CREDITING OPPORTUNITIES TO WORK

1. Outside Detail

- a. When an opportunity to work becomes available, the Personnel Captain or Watch Commander shall offer it to the officer on the list with the fewest hours recorded, who is available, as defined herein, for the time slot in question.
- b. If an officer accepts the work, she/he will be credited with the number of hours worked as determined by submitted work slips. Officers shall submit work slips within 24 hours of completing the outside detail. Failure to do so will result in a credit of four hours more than actually worked. Failure to appear for an accepted detail, unless excused by the Chief or his designee, shall result in the following:
 - ❖ First offense in a fiscal year - removal from the outside detail list for seven days.
 - ❖ Second offense in a fiscal year - removal from the outside detail list for thirty days.
 - ❖ Third offense in a fiscal year - removal from the outside detail list for remainder of fiscal year.
- c. If an officer refuses the work, she/he will be credited with the same number of hours had she/he accepted the outside detail. Between 6 a.m. and 9 a.m., the officer will be credited with those same hours if she/he is called but not reached. Between 9 a.m. and 6 a.m., an officer must personally refuse the offer in order to be credited. If an officer has voluntarily made him or herself available for outside details during vacation or days off in lieu of holiday, crediting of hours will follow the same procedure as set forth in this section.
- d. Whenever an officer has or will have worked more than sixteen (16) hours in a twenty-four (24) hour period, he/she shall notify the Personnel Officer or Watch Commander.

2. OVERTIME

- a. Overtime within a bureau or an area of expertise will only be offered to officers within that bureau or area of expertise. All of these hours will be totaled as overtime hours and included in the individual's total overtime hours worked and offered.
- b. Departmental overtime within ranks shall remain within that rank, unless it is impossible to fill the vacancy from within the rank, then the opportunity will be offered out of rank.
- c. If an officer accepts the department overtime, she/he will be credited with the number of hours worked.
- d. If an officer refuses the department overtime work, she/he will be credited with the same number of hours had she/he accepted the work. An officer must personally refuse the offer in order to be credited.

C. REMOVAL FROM AND RESTORATION TO THE LISTS

1. The Department shall remove officers from both lists when they have been absent from work for more than 30 days under the following circumstances:
 - ❖ IOD leave
 - ❖ leave of absence
 - ❖ suspension
 - ❖ limited duty status
2. An officer may remove him or herself voluntarily from the outside detail list by written notification to the Personnel Office.
3. An officer shall be restored to both lists when she/he returns to employment or to the outside detail list when she/he submits a written request to the Personnel Office to be restored. There will be a thirty (30) day waiting period following such application for reinstatement. No officer or other person will accept any extra work assignment unless the same is made by the Chief or his representative.
4. When an officer is restored to either list, she/he will be restored at the median number of hours credited to all other officers on the list or to the number of hours credited to that officer before his or her removal, whichever is greater. Median is defined as the number at which there are an equal number of officers with more hours an equal number with fewer hours. Newly appointed officers to the department shall be placed on the lists, after completion of training, in the same manner as officers who are being restored.
5. It is agreed by and between the parties that any member of the Union who is off duty due to sickness and who has less than fifty percent (50%) of his possible accumulated sick leave allowance shall not be given extra details for three (3) days from the date of his return to duty.

D. EXTRA WORK DETAIL PAYMENTS:

1. All road or construction details shall be four (4) or eight (8) hour minimums. All other details will be four (4) hour minimums.
2. Effective January 1, 2006, the detail rate shall be thirty nine dollars (\$39.00.) per hour for all details regardless of when they are worked. In the event an employee works more than eight (8) hours on a detail then, that employee shall be paid one and one-half (1-1/2) times the extra work detail rate.
3. Effective January 1, 2006, officers who work a road or construction detail on a weekend (defined as Friday at 1600 to Monday 0700), on holidays (as defined in Article IV, D), or between the hours of midnight and 0700 shall be paid at time and one-half the detail rate.
4. The detail rate for strike duty and hazardous detail duty shall be double the regular detail rate as outlined in section D (2) above.
5. All of the above rates include a \$1.00 administrative fee.

E. OVERTIME PAYMENTS

1. All overtime shall be paid at time and one-half rate for all hours worked in excess of an employee's regular tour of duty or beyond his, average forty (40) hours a week.
2. Employees recalled to duty following completion of their scheduled tour of duty will receive a minimum payment of three (3) hours at the overtime rate.

F. EXTRA HAZARDOUS DETAILS

The parties have negotiated a side letter dated March 7, 1990 with respect to other extra hazardous details. For the purpose of this section of the contract – Extra Hazardous Duty Details, Hazardous duty will be considered to be those types of duties as used in the “Hazmat Rules and Regulations” as adopted by the Chief of the Weymouth Fire Department.

ARTICLE XVI **WORK WEEK**

Tours of duty shall be established on the basis of a four (4) day on, two (2) day off schedule. These shall be four (4) regular shifts:

1. Day Shift:

8:00 AM to 4:00 PM and
8:30 AM to 4:30 PM
2. First Half of Night Shift:

4:00 PM to 12:00 AM and
4:30 PM to 12:30 AM
3. Swing Shift:

6:00 PM to 2:00 AM
4. Last Half of Night Shift:

12:00 midnight to 8:00 AM and
12:30 AM to 8:30 AM

Both parties recognize that there is an extra half-hour per shift to meet the 2080 hour per year requirement.

Whenever an officer is authorized by his/her watch commander to remain on duty beyond the extra half hour of his/her shift, the officer will be paid at his/her overtime rate back to the end of his/her shift. For example, an officer on the 8:00 AM to 4:00 PM shift who is authorized to remain on duty past 4:30 PM on a call will be paid at his/her overtime rate from 4:00PM until he/she is released from duty. The officer will be eligible for overtime pay between 4:00 PM and 4:30 PM for any call.

Effective November 10, 2005, delete the following paragraph referring to "priority one" calls:

Officers shall be required to respond to "priority one" calls during the last half-hour; all other calls will be dispatched to the incoming shift. The Chief of Police shall issue an order within thirty (30) days of the execution of this Agreement setting forth a list of "priority one" calls. The Union shall have input into the compilation of this list. In addition, all other practices relative to work schedules and the issuance of overtime during the last one-half hour shall continue.

Those employees on special assignments whose tours of duty differ from the three (3) regular shifts will receive their assignments and starting times from the Chief or his representative.

All employees will work an average of forty (40) hours per week and two thousand eighty (2,080) hours per year.

Employees shall receive not less than sixty-four (64) consecutive hours off between completion of their last regularly scheduled work shift before going on days off and commencement of their next regularly scheduled work shift and days off.

ARTICLE XVII

MISCELLANEOUS

Section 1 Bulletin Board

Space will be provided within the station house for a Union bulletin board of reasonable size, to be supplied by the Union, for the posting of announcements or other materials relating to Union business.

Section 2 Benefits

All benefits and privileges uniformly enjoyed by employees shall continue during the term of this Agreement.

Section 3 Payroll Checks

Paychecks will be made available to all employees at the Station on payday; none will be held back.

Section 4 Ordinances

The Town agrees to make available to employees at the Station copies of Town Ordinances and to pay one-half of the cost of providing each employee with a copy of this Agreement.

Section 5 Wall Lockers

The Town agrees to provide wall lockers for employees at the Police Station.

Section 6 Promotional Exams

Promotional exams shall be held every two years.

Section 7 Funeral Expenses

The Town will pay funeral expenses, not to exceed the amount of \$7,000 for any member of the bargaining unit who is killed in the line of duty.

Section 8 Firearms License Renewal

The Town agrees to pay the renewal fee for a license to carry a firearm for every member of the bargaining unit. Such permit be distributed through the licensing officer of the Weymouth Police Department or issued in accordance with relevant Federal and/or State Firearms law.

Section 9 Compensatory Time List

On a monthly basis, the Personnel Office shall provide the Watch Commanders with a list of the amount of compensatory time owed to each officer.

ARTICLE XVIII
WAGE SCHEDULE
TEMPORARY SERVICE OUT OF RANK COMPENSATION

Employee wage schedule and other compensation are set forth in Appendices hereto attached and made a part hereof by this reference.

Those officers at P-1 with thirty (30) years of service shall advance to P-2, on their anniversary date. Officers at P-2 and P-2A with thirty (30) years of service shall receive the same percentage increase as those officers at P-1 with thirty (30) years of service who advance to P-2 in accordance with the provisions set forth above.

Effective July 1, 2001, the night shift differential shall be six percent (6%) of an employee's salary. Effective July 1, 2002, the night shift differential shall be seven percent (7%) of an employee's salary. Effective July 1, 2003, the night shift differential shall be increased to eight (8%) percent. Night shift differential shall be included in base pay for the purposes of computing sick leave, injured leave, and vacation pay but shall not be included in base pay for the purpose of computing overtime pay. Effective July 1, 2006, the night shift differential shall be increased by one (1%) percent.

The day shift employees that are working night shifts shall receive an additional six and 43/100 dollars (\$6.43) for each shift actually worked within a twenty-four hour period.

Recruits shall be placed at the base patrolman's salary (1st Step) commencing the date they begin their training at the Police Academy. Upon successful completion of training at the Police Training Academy and assigned duty within the Police Department, they will be included in the classification "patrol officer".

Effective July 1, 2000 the Evidence Techs and Youth Officers (Special Services) shall be placed at the P-2A rate.

Effective July 1, 2000 the Traffic Officers shall be placed at the P-2 rate.

Effective July 1, 2001 the Personnel Clerk shall be compensated at the P-2A rate.

TEMPORARY SERVICE OUT OF RANK

Members of the Police Department who are covered by the terms of this Agreement and who are ordered to serve temporarily in a higher rank for a period of not less than one full shift shall be compensated at the rate established for next higher rank: "one full shift" shall be defined as a normal one (1) full day or one (1) full night tour of duty" or the purposes of this article, the words "Tour of Duty" shall mean an eight (8) hour shift. In no event will this payment for the next higher rank be computed at a salary grade of less than Sixteen and 00/100 Dollars (\$16.00) above a member's permanent grade.

WAGE SCHEDULE – CURRENT CBA PERIOD

Effective July 1, 2001, the salary schedule in effect June 30, 2001 shall be increased by three (3%) percent;

Effective January 1, 2002, a hazardous duty pay stipend equal to one (1%) percent of an officer's salary will be paid to each officer;

Effective July 1, 2002, the salary schedule in effect June 30, 2002 shall be increased by three (3%) percent;

Effective January 1, 2003, the hazardous duty pay stipend shall be increased by one (1%) percent;

Effective July 1, 2003, the salary schedule in effect June 30, 2003 shall be increased by three (3%) percent;

Effective January 1, 2004, a hazardous duty pay stipend shall be increased by one (1%) percent; and

Effective June 30, 2004, the hazardous duty pay stipend shall be four (4%) percent.

- Effective July 1, 2004, the salary schedule in effect June 30, 2004 shall be increased by two (2%) percent;
- Effective July 1, 2004, the following positions shall be designated as P2A for salary purposes: Station Officer, K9 Officer, and Licensing Officer.
- Effective July 1, 2005, the salary schedule in effect on June 30, 2005 shall be increased by three (3%) percent;
- Effective July 1, 2006, the salary schedule in effect on June 30, 2006 shall be increased by four (4%) percent; and
- Effective July 1, 2006, the night shift differential shall be increased by one (1%) percent.

07/01/2004 P-PT Patrolman 01

Step/Level	Hourly Rate	Daily Rate	Period Salary	Annual Salary
01	18.8245	150.6000	752.98	39,155.20
02	19.8918	159.1300	795.67	41,374.72
03	20.9588	167.6700	838.35	43,593.94
04	22.0295	176.2400	881.18	45,821.57
05	22.6955	181.5600	907.82	47,206.55

07/01/2004 P-PT Patrolman 02

Step/Level	Hourly Rate	Daily Rate	Period Salary	Annual Salary
01	23.1008	184.8100	924.03	48,049.65
02	23.7990	190.3900	951.96	49,501.96
03	24.9890	199.9100	999.56	51,977.07

07/01/2004 P-PT Patrolman 02a

Step/Level	Hourly Rate	Daily Rate	Period Salary	Annual Salary
01	24.1713	193.3700	966.85	50,276.10
02	24.9015	199.2100	996.06	51,795.25
03	26.1468	209.1700	1045.87	54,385.01

07/01/2005 P-PT Patrolman 01

Step/Level	Hourly Rate	Daily Rate	Period Salary	Annual Salary
01	19.3893	155.1100	775.57	40,329.86
02	20.4885	163.9100	819.54	42,615.96
03	21.5875	172.7000	863.50	44,901.76
04	22.6905	181.5200	907.62	47,196.22
05	23.3763	187.0100	935.05	48,622.75

07/01/2005 P-PT Patrolman 02

Step/Level	Hourly Rate	Daily Rate	Period Salary	Annual Salary
01	23.7938	190.3500	951.75	49,491.14
02	24.5130	196.1000	980.52	50,987.02
03	25.7388	205.9100	1029.55	53,536.38

07/01/2005 P-PT Patrolman 02a

Step/Level	Hourly Rate	Daily Rate	Period Salary	Annual Salary
01	24.8963	199.1700	995.85	51,784.38
02	25.6485	205.1900	1025.94	53,349.11
03	26.9310	215.4500	1077.24	56,016.56

07/01/2006 P-PT Patrolman 01

Step/Level	Hourly Rate	Daily Rate	Period Salary	Annual Salary
01	20.1650	161.3200	806.60	41,943.05
02	21.3080	170.4600	852.32	44,320.60
03	22.4510	179.6100	898.04	46,697.83
04	23.5980	188.7800	943.92	49,084.07
05	24.3115	194.4900	972.46	50,576.66

07/01/2006 P-PT Patrolman 02

Step/Level	Hourly Rate	Daily Rate	Period Salary	Annual Salary
01	24.7455	197.9600	989.82	51,470.79
02	25.4935	203.9500	1019.74	53,026.50
03	26.7683	214.1500	1070.73	55,677.84

07/01/2006 P-PT Patrolman 02a

Step/Level	Hourly Rate	Daily Rate	Period Salary	Annual Salary
01	25.8923	207.1400	1035.69	53,855.76
02	26.6745	213.4000	1066.98	55,483.07
03	28.0083	224.0700	1120.33	58,257.22

ARTICLE XIX

TRAINING

For the purpose of attending forty (40) hours in-service training session in accordance with the Massachusetts Criminal Justice training program, all officers shall receive overtime for attendance at such training session if they occur on a regularly scheduled day off. All officers on the following shifts: 12 midnight to 8:00 AM; 4:00 PM to 12 midnight; and 6:00 PM to 2:00 AM, shall be assigned to the 8:00 AM to 4:00 PM shift for the purposes of attending said training session. Said officers shall receive their shift differential when so reassigned.

All officers assigned to attend the training session shall be provided thirty (30) days notice of such assignment and reasonable accommodations will be made. In the event the officer is unable to attend at that time, the officer will be rescheduled for the training session. A Department vehicle will be available for transportation to said training session; in the event that a department vehicle is not available, the Town agrees to reimburse the officers for using their own vehicles at the reimbursement rate authorized by the Town, but not less than 24 cents per mile.

In the event that a new officer is assigned to a senior officer, the senior officer will receive the stipend equal to five (5%) percent for the time he/she is with the new officer.

Since there is no travel allowance to and from the Police Training Academy, transportation from the Police Station to and from the Training Academy will be provided for recruits.

ARTICLE XX
EVALUATIONS

1. It is understood and agreed by the Union and the Town that the Police Department must have a Performance Evaluation Policy and Procedure in order for the Department to qualify for accreditation. The parties also agree that the evaluation process is intended to, and shall be, positive in nature and shall not be used in a punitive, arbitrary or capricious manner.
2. Once annually each officer covered by this Agreement shall be evaluated by his/her immediate supervisor. In cases where an officer is supervised by more than one supervisor in the officer's normal work rotation, each such supervisor shall complete an individual, independent evaluation of the officer.
3. All evaluations completed under this Article shall be completed on a form that is agreed upon by the Chief of Police and the Union. Upon acceptance of this clause by the Town and the Union, the Chief, or his designee, shall submit to the Bargaining Committee of the Union the proposed form to be used for annual evaluations. The Union shall review said form and meet with the Chief, or his designee, to discuss any proposed changes and come to an agreement on an acceptable evaluation form.
4. No evaluation conducted pursuant to this clause may be used for the purposes of promotion, job assignment, demotion or discipline. All evaluations shall be kept in a file separate from the officers' personnel files and shall not be available for view to anyone outside of the police department, except a representative of the accrediting agency for the purpose of ascertaining compliance with the policy for accreditation purposes.
5. Upon completion of an officer's evaluation the officer shall have the right to review his/her evaluation and add any comments that he/she desires in a section of the evaluation form to be dedicated for that purpose. No changes, including additions or deletions, to such evaluations may be made to the evaluation form after the individual officer reviews the evaluation, unless the officer agrees to said change in writing, and no other material, except the evaluation form, may be placed in the officer's evaluation file.
6. The terms of this Article shall in no way diminish any rights currently enjoyed by the employees covered by this Agreement, including those specified in Article XXVII.

ARTICLE XXI DRUG AND ALCOHOL POLICY

Effective July 1, 2006:

It is the policy of the Town of Weymouth that the public has the absolute right to expect that persons employed by the Town will be free from the effects of drugs and alcohol. The Town, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such a manner as not to violate any established constitutional rights of an employee of the Town.

Prohibitions:

Employees shall be prohibited from:

1. Consuming alcohol at any time during or just prior to the beginning of the work shift or anywhere on any Town premises or job sites, including Town buildings, properties, and vehicles while engaged in Town business.
2. Possessing, using, selling, purchasing or delivering any illegal drugs at any time and at any place outside of the line of duty.

Drug and Alcohol Testing:

All employees hired after July 1, 2006 shall be subject to the following: where the Town has probable cause to believe that: (a) an employee is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, the Town shall have the right to require the employee to submit to alcohol or drug testing as set forth in this agreement. The foregoing shall not limit the right of the Town to conduct any testing it may deem appropriate for persons seeking employment as officers prior to their date of hire.

Order to Submit to Testing:

Within forty-eight (48) hours of the time the employee is ordered to testing as authorized by this Agreement, the Town shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such a test may subject the employee to discipline, but the employee's taking the test shall not be construed as a waiver of any objection of rights that he or she may possess.

Test to be Conducted:

In conducting the testing authorized by this agreement, the Town shall:

- Use only a clinical laboratory which is certified by the Commonwealth of Massachusetts to perform drug and/or alcohol testing.
- Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. No part of the collection and testing procedures shall be performed by a Town employee.
- Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if required by the employee.
- Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration.

- Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- Provided the employee tested with an opportunity to have the additional sample tested by a clinical laboratory of the employee's choosing at the Town's own expense; provided the employee notifies the Town within seventy-two (72) hours of receiving the results of the test.
- Require that the laboratory report to the Town (that is, the Chief) that blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the town inconsistent with the understanding expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Town will not use such information in any manner or form adverse to the employee's interests.
- Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing alcohol concentration of .06 or more based upon the grams of alcohol per 100 millimeters of blood shall be considered positive.
- Provide each employee tested with a copy of all information and reports received by the Town, upon receipt by the Town, in connection with the testing and the results.

Treatment / Discipline:

- If an employee tests-positive for alcohol as defined above, the employee shall receive treatment from a treatment facility chosen and paid for by the Town. The employee shall not be disciplined for the first positive test for alcohol; however, the positive test shall be noted in his/her personnel file.
- If an employee tests positive for drugs, the employee shall receive treatment from a treatment facility chosen and paid for by the Town. The employee shall be disciplined but said discipline shall not include dismissal. The employee will be subject to random drug testing for twenty-four (24) months.
- A second positive test for either alcohol or drugs will result in discipline up to and including dismissal.

Disposition of Records:

If a grievance or other appeal results in a determination that the Town did not have probable cause for the order to submit to drug and/or alcohol testing, the employee's records and files shall be purged of all records of the order for testing, the test(s), and the test results and the Town shall turn over to the employee all such records in its possession. This requirement shall not be construed to limit the right of an employee to seek any other relevant remedy in a grievance or Civil Service appeal.

Disciplinary Actions:

Any disciplinary action against an employee for violations of this agreement shall only be just cause as defined in the Agreement and Massachusetts General Laws.

ARTICLE XXII
RETENTION OF ALL CIVIL SERVICE RIGHTS

The employees covered by the Agreement shall retain their Civil Service rights now in effect, as provided under Chapter 31 of the General Laws of Massachusetts.

ARTICLE XXIII

Violence in the Work Place Policy

Effective July 1, 2005, the following policy is added:

Policy: It is the policy of the Town of Weymouth to promote a workplace that is free of violence. It is the intention of the town to provide a workplace that is free from intimidation, threats, or violent acts in accordance with federal and state laws. Violence in the workplace, or in other settings in which an employee find themselves in because of their employment will not be tolerated by the town of Weymouth. Retaliation against an individual who has complained about a violent act or threat and retaliation against a person for cooperating with an investigation into a violent act or threat is unlawful and will not be tolerated by the town of Weymouth.

Scope: This policy and procedure is applicable to all Town of Weymouth employees, agents, elected and appointed officials, consultants, volunteers and any person conducting business with the Town of Weymouth, subject to collective bargaining agreements.

Definitions: Violence in the workplace includes but is not limited to harassment, threats, physical attack, or property damage.

A threat is an expression of intent to cause physical or mental harm regardless of whether the person communicating the threat has the present ability to carry out the physical threat and regardless of whether the threat is contingent, conditional or future.

A threat is a statement which is intended to put the employee in immediate apprehension of offensive harmful contact. It may also include any behavior which might contribute to a hostile work environment.

A physical attack is intentional hostile physical contact with another person.

Property damage is the intentional damage to property, which includes property owned by the town, employees or others.

Procedure:

1. Communication: Each supervisor is required to communicate to each subordinate the Town's policy against violence in the workplace. Supervisors are also required to report all cases of violence in the workplace for investigation to the department head. The department head may inform the Human Resource Director if the incident is between employees of the town.
2. Investigation: When the complaint is received within fifteen (15) workdays of the incident giving rise to the complaint by the Police Department, an investigation will take place promptly. The investigation will be conducted in a way to maintain confidentiality to the extent practicable under the circumstances. The investigation will include a private interview with the person filing the complaint, with witnesses and with the person alleged to have committed the violent act or threat. Upon completion of the investigation, if it is determined that inappropriate conduct has occurred, prompt action will take place to eliminate the offending conduct, and where it is appropriate, disciplinary action will take place.
3. Disciplinary Action: If it is determined that a violent act or threat has been committed by an employee, appropriate action will take place. Such action may range from counseling to other forms of disciplinary action as deemed necessary based on the circumstances and will be subject to grievance/arbitration procedure or Civil Service Commission.

ARTICLE XXIV
MEDICAL TECHNOLOGY INCENTIVE PAYMENT PLAN

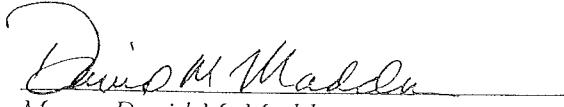
The Medical Technology Incentive Payment Plan shall provide that a stipend equal to one and half (1.5%) percent of the first step of P2 (a.k.a., the lowest P2 step) base rate of pay shall be paid to those who qualify as provided below.

- To be qualified for this stipend, bargaining unit members must be certified by an appropriate department, agency or person as a First Responder which shall include being qualified to operate the semi-automatic defibrillator and must maintain that certification in full force and effect.
- The stipend shall be included in the eligible employees' regular weekly paychecks and shall be included in their regular compensation for all purposes including, but not necessarily limited to, all overtime and retirement computations.
- The Town shall either make arrangements or shall provide a reasonable opportunity for all members of the bargaining unit to qualify for and become certified as First Responders which shall include being qualified to operate the semi-automatic defibrillator. Such training and qualification opportunities shall be provided for the members of the bargaining unit while they are on duty.

Signature Page

Witness our hands and seals, by authorized agents, this day of January 03, 2007.

For the Town of Weymouth


Mayor David M. Madden

Police Patrolman's Union
IBPO Local 630

