

**AGREEMENT**

**BY AND BETWEEN THE**

**BROCKTON SCHOOL COMMITTEE**

**(HEREINAFTER REFERRED TO AS THE “COMMITTEE”)**

**AND THE**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL 653**

**BROCKTON SCHOOL POLICE OFFICERS**

**(HEREINAFTERR REFERRED TO AS THE “UNION”)**

**JULY 1, 2018 – JUNE 30, 2021**

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## CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this CONTRACT is made and entered into by the SCHOOL COMMITTEE OF THE CITY OF BROCKTON (hereinafter referred to as the "Committee") and "International Brotherhood of Teamsters, Brockton School Police Officers, Local 653" (hereinafter referred to as the "Union").

### **ARTICLE I - RECOGNITION**

A. For purposes of collective bargaining on questions of wages, hours, and conditions of employment, the School Committee of the City of Brockton (hereinafter referred to as the "Committee") recognize "International Brotherhood of Teamsters, Brockton School Police Officers, Local 653" (hereinafter referred to as the "Union") as the exclusive representative of the Brockton School Police Officers, but excluding all other School Department employees.

Unless otherwise indicated the employees of the above unit will be hereinafter referred to as "Officers".

Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplement thereto or by Chapter 150E of the General Laws of Massachusetts, all of the rights, powers, and authority held by the Committee prior to the effective date of said Agreement are retained by the Committee and the exercise of said rights, powers, and/or authority shall not be subject to the grievance procedure and/or arbitration.

B. The Union reserves the right, however, to discuss with the Committee problems that may arise from time to time and which pertain to hours and conditions of employment.

### **ARTICLE II - NEGOTIATION PROCEDURE**

A. 1. Not later than September 15 of the calendar year preceding the fiscal year in which this Agreement expires, the Committee agrees to enter into negotiations with the Union over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach an agreement concerning wages, hours and other conditions of their employment. Such negotiations will include any matters covered by this Agreement and any other matters which the parties mutually agree are negotiable or which are by law held to be negotiable. Any agreement so negotiated will apply to all officers covered by this Agreement and will be reduced to writing and signed by the Committee and the Union.

2. During negotiations, the Committee and the Union will present relevant data, exchange points of view, and make proposals and counter- proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

B. Before the Committee adopts a change in policy which affects wages, hours or any other conditions of employment which is not covered by the terms of this Agreement and which has not been proposed by the Union, the Committee will notify the Union in writing

that it is considering such a change. The Union will have the right to negotiate with the Committee, provided that it files such a request with the Committee within five (5) days after receipt of said notice.

C. This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **ARTICLE III - GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. A grievance is defined as a complaint by the Committee, officers or a group of officers based upon an alleged violation of or variation from the provisions of this Agreement or the interpretation or application thereof.

2. A party "in interest" is the person or persons making the claim, the Union, and the Committee and/or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### **B. Purposes**

1. The purpose of the grievance procedure is to secure at the lowest possible administrative level equitable solutions to the problems, which may from time to time arise, affecting the working conditions of officers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be considered as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. At the option of the officer, the Union will be given the opportunity to be present at the final adjustment and to state its views.

#### **C. Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified, however, may be extended by mutual agreement.

##### **1. Level One**

The aggrieved employee shall first submit his/her grievance in writing to his/her immediate supervisor. A grievance which is not presented by an employee to his/her immediate supervisor within seven (7) school days after the occurrence of the alleged cause of the grievance or after the date of first knowledge of the occurrence by any employee affected shall be deemed to have been waived. The written grievance shall contain the following: the name, assignment, address, and telephone number of the grievant(s); the specific provision or provisions of the agreement claimed to be violated; the time(s) and place(s) the incident or action leading up to the grievance occurred; the name and identity of the persons allegedly involved in the incident or the action leading to the filing of the grievance with a description of each person's involvement in the incident or action; a summary of the facts involved, and the relief desired. The immediate supervisor shall attempt to adjust the grievance and shall advise the aggrieved employee in writing of his/her decision concerning the grievance within ten (10) working days after the grievance has been presented to him/her.

## 2. Level Two

(a) If the aggrieved person or persons are not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within ten (10) work days after presentation of the grievance, they may file a grievance in writing with the Superintendent of Schools or his/her designee within five (5) work days after the decision at Level One or fifteen (15) work days after the grievance was presented, whichever is sooner.

(b) The Superintendent or his/her designee will represent the administration at this level of the grievance procedure. Within ten (10) workdays after receipt of the written grievance, the Superintendent or his/her designee will meet with the aggrieved person or persons in an effort to resolve the grievance.

(c) If an officer or group of officers do not file a grievance in writing with the Superintendent or his/her designee within thirty (30) work days after the officer or group of officers knew or could with diligence have known of the act or condition on which the grievance is based, the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.

## 3. Level Three

Level Three is available for grievances, which concern matters, which remain under the jurisdiction of the School Committee as a result of the Education Reform Act of 1993. The Committee, through the Superintendent and the School Committee, shall determine if Step III applies to the grievance. If Step III is not applicable, Step IV will apply after Step II. The following areas shall be excluded from Level Three grievances: all matters involving disciplinary or operational issues.

(a) If the aggrieved person or persons are not satisfied with the disposition of their grievance at Level Two, or if no decision has been rendered within ten (10) work days after they had first met with the Superintendent or his/her designee, they may file the grievance in writing with the School Committee within five (5) work days after the decision by the Superintendent or his/her designee. Within ten (10) workdays after receiving the written grievance the School Committee will meet with the aggrieved person or persons for the purpose of resolving the grievance.

(b) In the event that the Committee has a grievance against the Union and/or its members, the grievance will commence at Level Three. The Committee will notify the Union in writing relative to the alleged grievance. Within five (5) workdays after receiving the written grievance, the Union will meet with the Committee for the purpose of resolving the grievance.

#### 4. Level Four

(a) If the Union or the aggrieved person or persons are not satisfied with the disposition of their grievance at Level Three, or if no decision has been rendered within ten (10) work days after they had first met with the School Committee, they may, within five (5) work days after a decision by the School Committee, or the passing of the deadline for the School Committee to respond to the grievance, whichever is sooner, submit their request to arbitration.

(b) Within ten (10) workdays after such written notice of submission to arbitration, the School Committee and the Union will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected will confer with representatives of the Committee and the Union and hold hearings (which at the request of either may be public) promptly and will issue his/her decisions not later than twenty (20) days from the date of the close of hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Committee and to the Union and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the functions of the Committee or the proper exercise of its judgment and discretion under law and this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Committee and the Union.

## **D. Rights of Officers to Representation**

1. No reprisals of any kind will be taken by the Committee, by any member of the Administration or by the Union against any party in interest, any representative or any participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing except that s/he may not be represented by a representative or any officer of any organization other than the Union. When an officer or group of officers is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

## **E. Miscellaneous**

1. If, in the judgment of the Union, a grievance affects a group of officers, the processing of such grievance may be commenced at Level Two and the Superintendent or his/her designee will meet with the aggrieved person or persons.

2. Decisions rendered at Levels One, Two or Three of the grievance procedure will be in writing setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest and to the PR&R Chairman. A decision in favor of the aggrieved person or persons shall provide appropriate restitution or other remedy for the period starting with the official filing of the grievance. Decisions rendered at Level Four will be in accordance with the procedures set forth Section C, paragraph 4 (c).

3. Unless requested to do otherwise by the officer or group of officers in question, any documents, communications and records, dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said officer.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly prepared by the Superintendent of Schools or his/her designee and the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. The Committee agrees that in the event that unresolved differences between a member of the Union and his/her immediate supervisor and at the request of either, a conference will be held with a designated member of the administration and a representative of the Union and with a person involved in an effort to resolve those differences at the lowest possible level.

6. When it is necessary pursuant to Article III - Grievance Procedure for a member of the Negotiations Committee of the Union or a representative designated by the Union to investigate a grievance, providing that the investigator can be released without detriment to the educational program, or to attend a grievance meeting or hearing during a

school day, s/he will, upon notice to his/her immediate supervisor, be released without loss of pay as necessary in order to permit participation in the foregoing activities. The Union agrees that these rights will not be abused.

7. Matters concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.

8. An employee who has been ordered to perform a certain task which he/she believes violates a provision of this Agreement shall not refuse to perform the task (unless the task is reasonably believed to be unsafe), but shall perform the same and then submit his/her protest as a grievance.

9. An arbitrator shall not have the power to render a decision concerning any matter, which has not been presented in accordance with the procedures, set forth above. Failure on the part of the employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the aggrieved party must proceed to the next step to preserve the grievance. If the action required to process a grievance to each step in the procedure outlined herein is not taken within the time limits specified herein the grievance shall become waived.

#### **ARTICLE IV - OVERTIME**

A. Overtime is defined as work performed by School Police covered by this contract for the School Department, City of Brockton, after a School Police Officer has worked five (5) consecutive normal eight (8) hour tours (day or night) and the total hours worked per week equal forty (40) hours. When computing overtime, holidays, vacation days, and sick days will be counted as eight (8) hours work, however, where an employee uses more than three (3) sick days in a given work week, the sick time used in that week shall not count in computing overtime eligibility. Overtime can be worked only when the needs demand it. Overtime shall be assigned in accordance with Article XXIII - Seniority. Overtime will be offered to the employee at the top of the list, and when an employee works an overtime assignment or declines an offer of overtime assignment, s/he shall be rotated to the bottom of the list. The overtime list shall be posted along with a separate list of overtime worked in the School Police Office.

B. An officer called before and after work hours after completing his/her regular tour of duty shall be paid a minimum of four (4) hours pay at the overtime rate of time and one half, or the employee may elect to receive compensatory time in lieu of overtime pay. Employees may not elect to accrue or use no more than two hundred (200) hours of compensatory time per calendar year, and such time shall accrue from year to year and allowed to be cashed out upon retirement. Employees may use accrued compensatory time in increments of not less than one hour provided that they notify their supervising officer at least one week in advance of their intent to use compensatory time and receive approval to take the time on that date.



C. When, for the convenience of the Committee, an officer covered by this contract is required to work in a job classification which pays a higher rated pay, s/he will be eligible, after completion of ten (10) consecutive working days, to receive the higher rate for the time s/he works in the higher rated job, retroactive to the first day, said higher rate of pay being subject to the approval of the Civil Service Commission. In the event s/he is required to work overtime in the higher rated job, s/he shall be paid at the rate of time and one half of the higher rate of pay. Under normal circumstances, officers who are working in a new classification on a temporary basis will remain in the new classification until the return of the officer who was originally assigned to that classification or the filling of the classification by normal bidding procedures. It is understood and agreed to by both parties that when an officer is required to work in a job classification paying a higher rate of pay for a temporary period of time, upon the expiration of the need for the officer at the higher rate of pay, the officer shall revert to the same compensation that s/he was receiving prior to receiving the higher rate of pay.

D. Members may perform details on behalf of the City of Brockton and be paid at the prevailing detail rate for City of Brockton police details by the City, with the understanding that the City of Brockton prevailing detail rate shall not apply to members who work School Department events on an overtime basis. School Department events worked on an overtime basis shall be paid at the rate of time and one half the member's regular rate of pay. It is agreed that the needs of the School Department, whether it be overtime, shift work, or details, will take precedence over any and all City details, no matter whether the officer has been previously assigned the City detail. The officer must give up the City detail and work the school department detail if there is a conflict.

E. All members shall be required to work special events sponsored by the Brockton Public Schools including but not limited to:

- Brockton High School Graduation
- Summer Fest
- Brockton High School football games

If an instance occurs that not all officers are needed for an event, volunteers will be asked for first, and in the absence of volunteers, assignments will be made in reverse seniority.

The Superintendent, Commanding Officer or other appropriate person may excuse an Officer from attendance on a case by case basis for unusual occurrences. Said relief will be exercised fairly and equally.

F. In the event an overtime assignment cannot be filled as described in Paragraph A, a force shall be created. Force overtime shall be issued in reverse seniority and like Paragraph A once and Officer is forced s/he shall be rotated to the bottom of the list. Every effort will be made to force an Officer currently on duty the previous shift of the vacancy. Officers will not be forced if said force would cause them to work in excess of sixteen (16) consecutive hours.

## **ARTICLE V - SCHOOL POLICE EVALUATION**

In order to insure maximum efficiency of officers and to provide and maintain a comprehensive personnel file for all officers, the following evaluation procedure for officers is agreed upon:

1. All officers employed by the Brockton Public Schools for one, two or three years will be evaluated in December and March of each year.
2. All officers who are or have been employed by the Brockton Public Schools for more than three (3) years will be evaluated in March of each year.
3. The evaluation of officers will be completed by shift supervisors. The evaluation forms will be forwarded to the Superintendent or his/her designee.
4. Officers with a continued unacceptable rating over two consecutive school years will be directed to appear before the Superintendent of Schools or his/her designee, for appropriate review and action. At this meeting the officer may be represented by a member of the Negotiating Committee and/or a union representative. Any evaluation form indicating an officer's unacceptable rating shall be discussed with such officer prior to it being forwarded to the Superintendent or his/her designee. The officer shall have the right to answer each such evaluation in writing. His/her answer shall be attached to the evaluation form and filed in his/her personnel file.
5. Shift Supervisors, whatever their title, shall be evaluated annually by the Supervisor of Transportation, Custodians and School Police, in writing no later than March of each year. The Commanding Officer of School Police shall forward the written evaluation to the Superintendent of Schools or his/her designee within two weeks of the completion of the written evaluation form.

## **ARTICLE VI - WORK SCHEDULE**

- A. The Committee reserves the right to maintain flexibility insofar as assignments to shifts are concerned.
- B. The Union and the Committee agree that the Committee has the right to eliminate any position provided that the position is no longer necessary.
- C. It is agreed that officers will receive two (2) fifteen-minute coffee breaks during their regular tour of duty. Such coffee breaks shall be taken at the time assigned by the Shift Supervisor. An officer shall be allowed one-half (1/2) hour for lunch or dinner break and at a time assigned by the Shift Supervisor. At all times while on duty, officers shall remain in communication by cell phone for emergency calls.
- D. It is agreed that officers will be paid on Thursday of each week.

E. Details and special overtime assignments shall be awarded on a rotating basis by lowest hours within the bargaining unit, starting with the most senior member of the bargaining unit. In the event of a tie, the most senior officer will be offered the assignment first. In the event that a member is offered an overtime assignment and declines to accept the assignment, the member shall be treated as if he/she accepted the assignment and the officer with the next lowest hours shall be offered the detail.

F. At the discretion of management a 11am-7pm shift and shifts on weekends may be utilized to deliver police services.

**ARTICLE VII - DUES DEDUCTION**

A. The Committee agrees to instruct the City Treasurer to deduct, as permitted by the General Laws of Massachusetts, from the salaries of its employees for the Union and to transmit the monies promptly to the Union.

**AUTHORIZATION FOR PAYROLL DEDUCTION**

By: \_\_\_\_\_

Name of Employee  
CITY OF BROCKTON  
Name of Employer

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_ the amount of \$ \_\_\_\_\_. This amount shall be paid to the Treasurer of Teamsters Local 653 and represents payment of my Union dues. These deductions may be terminated by me giving you 60 days written notice in advance or upon termination of my employment.

\_\_\_\_\_  
Employee's address

\_\_\_\_\_  
Employee's signature

B. The Union has indicated in Section A above that they will certify to the Committee in writing the current rate of its membership dues. Notice of a change in the rate of membership dues will be given the Committee thirty (30) days, in writing, prior to the effective date of such change.

C. Deductions referred to in Section A above will be made in equal installments on the first payday of each month of the school year. The Committee will not be required to honor for any month's deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

D. Any officer desiring to have the Committee discontinue deductions s/he has previously authorized must give the Committee and Union sixty (60) days advance written notice.

### **ARTICLE VIII - EXTENDED LEAVE OF ABSENCE**

#### A. Military Leave

Military leave without pay will be granted to any officer who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave an officer will be placed on a salary schedule at the level which s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence up to a maximum of three (3) years.

1. All benefits to which an officer was entitled at the time his/her leave of absence commenced, including unused accumulative sick leave, will be restored to him/her upon his/her return, however, no employee shall accrue or earn any benefits, including but not limited to sick leave, vacation leave or any other leave benefit granted by the Committee, during his/her period of military service.

2. Upon his/her return from a leave of absence taken pursuant to Section A, an officer will be assigned to the same position which s/he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. In regard to a leave taken pursuant to Section A it is recognized that the Committee may fill the position in question at the time said leave commences.

B. All requests for extensions or renewals of leave shall be applied for and granted in writing.

C. Other leaves of absence without pay may be granted by the Committee.

D. Maternity leave will be granted consistent with Massachusetts General Laws Chapter 149, Section 105D. The Union acknowledges that the Committee is subject to the provisions of the Family Medical Leave Act (FMLA). Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement.

### **ARTICLE IX - TEMPORARY LEAVE OF ABSENCE**

A. Officers will be entitled to the following temporary leaves of absence with pay each school year:

1. Up to four (4) days at any one time in the event of the death of an officer's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, step

parents, step siblings, or grandchildren. Additional bereavement leave may, when necessary, be granted by the Superintendent of Schools or his/her designee.

2. Up to one (1) day in the event of the death of an uncle, aunt, brother-in-law, sister-in-law, grandparent, niece, nephew, or first cousin or any other individual or relative living in the immediate household.

3. Time necessary for appearance in any legal proceedings connected with the officer's employment or with the school system or in any legal proceedings connected with the officer's employment if the officer is required by law to attend. Time necessary for legal proceedings not connected with the officer's employment may be granted at the discretion of the Superintendent of Schools or his/her designee.

4. Time necessary for Union representatives to attend Union conferences and conventions provided, however, the advance approval of the Superintendent of Schools or his/her designee is received.

B. Temporary leaves of absence taken pursuant to Section A above will be in addition to any sick leave to which the officer is entitled.

C. A maximum of seventeen (17) days per school year for officers called into temporary active duty of any unit of the United States reserves or the State National Guard provided such obligations cannot be fulfilled on days when school is not in session. Officers who are on temporary active military duty will be paid their regular rate of salary minus any amount received from the state or federal government.

D. Officers must provide the School Committee with no more than thirty (30) days nor less than 24 hours' notice of their intention to take personal leave, unless in an emergency or other situations where such notice cannot be given. In the event of an emergency or other situation in which twenty-four (24) hours' notice cannot be given, the officer requesting such leave shall provide notice in writing of the reason for the leave. In non-emergency situations, officers shall not be required to provide the School Committee with reasons for personal leave. Personal leave days under this section are not to be taken for vacation of recreational purposes. For the purposes of this Section, personal, legal, business, household, or family matters refer to the protection of the immediate well-being and/or property of the officer. Only one officer in the department may take personal leave on the school day before or after a contractual non-work day or the school day before or after a school vacation period. Such leave will be granted in the order of request.

Any unused Personal Leave at the end of a school year shall be converted to sick time and carried over to the following year. Officers will be granted no more than two (2) personal leave days per school year..

#### **ARTICLE X - SICK LEAVE**

A. A new employee whose work year comprises the calendar year must report for duty and serve for twenty (20) working days in order to become eligible for sick allowance.

After twenty (20) workdays and annually on July 1st thereafter, the employee shall be advanced fifteen (15) sick days. The parties further agree that employees who leave the Committee's employment having utilized more than their proportional share of sick days to that point will be responsible for repaying the Committee for those sick days utilized above their proportional share at that point in the year. Sick leave days may be accumulated from year to year up to a maximum of 245 days.

B. Upon the retirement or death of an officer who has completed twenty (20) or more years of service in the Brockton School System, said officer or his/her estate will receive one half (1/2) pay for all unused accumulated sick leave up to fifty-five (55) days at the rate of compensation which s/he is receiving at the time of his/her retirement or death. An officer who has completed thirty (30) or more years of service in the Brockton School System, said officer or his/her estate will receive one half (1/2) pay for all unused accumulated sick leave up to sixty (60) days at the rate of compensation which s/he is receiving at the time of death or retirement. If an officer has completed forty (40) or more years of service in the Brockton School System, said officer or his/her estate will receive one-half (1/2) pay for all unused accumulated sick leave up to sixty-five (65) days at the rate of compensation which s/he is receiving at the time of his/her death or retirement.

C. Officers shall be afforded with Workers' Compensation coverage consistent with Massachusetts General Laws. While on Workers' Compensation, an individual may choose to supplement the compensation payment by drawing upon his/her accrued sick leave or vacation leave so as to achieve a normal week's pay. During the time the individual is on Workers' Compensation, s/he shall not accrue additional sick leave or vacation leave.

D. A low sick leave utilization stipend shall be available for school police officers who do not use any sick days over the course of an entire work year. School police officers who are eligible may redeem sick days and will receive their stipends, either at the end of the fiscal year or at the start of the following school year at the discretion of the Superintendent or his/her designee, according to the following schedule:

Used Sick Days	Rate	Amount
0	5 x \$100.00	\$500.00
1	4 x \$100.00	\$400.00
2	3 x \$100.00	\$300.00
3	2 x \$100.00	\$200.00
4	1 x \$100.00	\$100.00

E. Where the immediate supervisor or the Superintendent of Schools or his/her designee has reason to believe that sick leave is being abused by showing a pattern of abuse or where the employee has been absent for five (5) consecutive school days within the same school year, the immediate supervisor or Superintendent or his/her designee may require that the employee submit satisfactory medical evidence regardless of the length of absence. Where an employee is absent for five (5) or more school days, the immediate supervisor or Superintendent or his/her designee retains the right to require that the employee provide satisfactory medical documentation stating that the employee is fit to return to work before

the employee may return to work. At the immediate supervisor or Superintendent's discretion, the failure to produce such evidence within five days of a request may result in the denial of sick leave for the period of absence.

### **ARTICLE XI - PROMOTIONS**

A. For the purposes of this Article promotion is defined as a position paying a salary differential. The School Department shall advertise any opening for promotional positions within the bargaining unit prior to advertising the position outside the unit. The School Department reserves the right to interview and hire candidates from outside the bargaining unit in the event that it is determined that there are no qualified applicants from within the bargaining unit for the vacant position. Any questions as to the filling of such promotional positions are non-grievable and non-arbitrable.

B. If a new bargaining unit position is established, the Superintendent or his/her designee will negotiate with the Union over an appropriate salary for such a position. The Union, however, recognizes that the sole responsibility of establishing salaries is the prerogative of the Committee. Therefore, the Union agrees that it may negotiate over a possible salary change but the final decision of the Committee will not be subject to arbitration.

C. In the event that there are any substantial changes in the duties of any existing bargaining unit position the Committee agrees to negotiate with the Union relative to possible modifications in the salary for such position.

D. The Committee agrees to consider any criteria, which the Union may suggest for use in the selection of personnel to fill vacancies in promotional positions.

E. Promotions will be made without regard to race, creed, color, nationality, sex or marital status.

### **ARTICLE XII - IN-SERVICE TRAINING**

A. As means of maintaining professional attitudes and esprit de corps among officers, the Committee agrees to establish in-service training meetings, classes and workshops at appropriate times during the school year. The determination of time with respect to the above-mentioned in-service meetings, classes and workshops will be established by the Superintendent of Schools or his/her designee. Participation in the in-service training activities shall be mandatory at the discretion of the Superintendent or his/her designee.

B. Providing the advance approval of the Superintendent of Schools or his/her designee is obtained, the Committee will pay the reasonable expenses (including tuition, fees, meals, lodging and/or transportation) incurred by officers who attend in-service training courses, workshops, seminars, conferences or other school police improvement sessions.

C. The School Committee and the Union agree that practice on the firing range is necessary and important. The Committee agrees, however, that such practice will take place during the normal shift hours. The Committee agrees to pay for the cost of up to two (2) shooting sessions per year at the City range. Cost items shall be limited to any range fee and the cost of ammunition.

D. The School Committee and the Union agree that specialized training should take place at the Police Academy. The Committee agrees that such training be taken during the regular shift hours. If the School Committee deems it necessary to take training on other than the normal shift hours, school police officers will be reimbursed at the rate of time and one half. The School Committee will make efforts to have each officer trained at a police academy as soon as possible after being hired. Officers must successfully pass each section of the Academy course in order to retain status as a School Police Officer. Failure on any section may result in disciplinary action and/or termination.

E. The expense of pistol permits and swearing in will be paid by the School Department.

F. The School Committee and the Union agree that special meetings called by the Superintendent's designee will either be conducted by the Superintendent's designee or the shift supervisor during the regular shift hours.

### **ARTICLE XIII - VACATION POLICY**

A. Vacation time for officers will be allocated on the following basis:

Number of Years	Days per Month	Number of Days
1st & 2nd	1	12
3rd & 4th	1 1/4	15
5th & 6th	1 1/2	20
7th & 8th	1 3/4	24
9th & 10th	2	28
Over 10	-	30

B. Requests for vacation time are to be submitted in writing to the Shift Supervisor at least two (2) weeks prior to the date requested, except under emergency situations. It is recognized that the Shift Supervisors may disapprove vacation if it will result in inadequate coverage. Officers are expected to take at least ten (10) days of their vacation time during the months of July and/or August. For those officers who have one (1) or two (2) years' experience, they shall only be required to take five (5) days of their vacation time during the months of July and/or August. Vacation days are normally not able to be carried over into succeeding years. When in the judgment of the Superintendent or his/her designee it is advantageous to the department that vacation days not be taken by a particular officer in a particular year, the office may be allowed by the Superintendent or his/her designee to carry over the days or may be allowed to receive the monetary equivalent of such days. These decisions are at the discretion of the Superintendent or his/her designee.



C. In certain cases of merit, upon receipt of a written notice by the officer in which s/he specifically points out the reasoning of his/her request, said notice being presented two (2) weeks prior to the vacation period, the Committee, at the discretion of the Superintendent of Schools or his/her designee will make ready that portion of his/her vacation money due the officer prior to the start of his/her vacation.

D. If an officer should die before using all of his/her vacation entitlement, the amount remaining and accumulated during the year of death shall be paid to the employee's estate.

#### **ARTICLE XIV - SAFETY PRECAUTIONS**

A. All laws and rules and regulations adopted by the Department of Labor and Industries, including those now in effect governing the prevention of accidents in any type of employment, shall be applicable to officers of the School Department of the City of Brockton as covered by this contract.

B. When, in the opinion of the Superintendent or his/her designee, protective wear is needed to perform duties, said protective wear shall be provided by the Committee.

#### **ARTICLE XV - LEGAL HOLIDAYS AND JURY DUTY**

A. Volunteers from the entire force will be sought in order to ensure adequate coverage on each of the eleven (11) paid legal holidays. In the event that adequate coverage as determined by the Supervisor cannot be obtained through the use of volunteers, then officers who would normally be working on that day of the week may be required to work. Officers who do work on a paid holiday shall be compensated at the rate of time and a half for those hours worked in addition to their normal weekly wage.

B. It is agreed that the eleven (11) legal holidays are as listed below:

New Year's Day	Washington's Birthday
Patriot's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas
Martin Luther King Day	

C. Officers while serving on jury duty will be paid their regular rate of salary, reduced, however, by the amount received by them from the authority which compensates them for their jury duty.

D. If the day before Christmas is a scheduled workday, then School Police officers shall work only a half-day. On the half day, School Police officers' hours shall be determined by the Superintendent or his/her designee.

## **ARTICLE XVI - COMPLAINT PROCEDURE**

Inasmuch as it is recognized by both the Union and the Committee that there could be complaints that do not fall within the definition of a grievance, since they are not based upon the alleged violation of or variation from the provisions of this Agreement or the interpretation or application thereof, the following complaint procedure is agreed to:

1. The purpose of this procedure is to secure equitable solutions to complaints, which may arise from time to time. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate.

2. It is agreed by both parties that if a complaint is made the complainant will discuss the matter thoroughly with his/her immediate supervisor. In the event that no reasonable solution is reached with the immediate supervisor the matter will then be brought to the Union's complaint Committee.

3. The Union Complaint Committee hereinafter referred to as the UCC, will be composed of the President of the Union and two (2) members of the Union to be designated by the President of the Union. Upon receipt of a formal complaint, the UCC, with or without the complainant, will meet and discuss the matter with the Superintendent or his/her designee.

4. In the event that a reasonable and equitable solution cannot be reached by the UCC and the Superintendent or his/her designee, the UCC may request another meeting, at which meeting a subcommittee of the School Committee will be present. The subcommittee will be composed of up to three (3) members of the School Committee, which will have been appointed by the Chairman. After a presentation of the facts of the complaint by the UCC and the Superintendent or his/her designee, the subcommittee will make every effort to resolve the complaint and to arrive at a mutually acceptable agreement.

## **ARTICLE XVII - LONGEVITY**

The longevity schedule is as follows:

<b><u>Length of Service</u></b>	<b><u>Amount</u></b>
Over 5 years up to and including 10 years	\$480.00
10 years up to and including 15 years	\$750.00
Over 15 years up to and including 20 years	\$950.00
Over 20 years up to and including 25 years	\$1,250.00
Over 25 years	\$1,350.00

## **ARTICLE XVIII - PERSONAL INJURY**

1. Whenever an officer is incapacitated from performing his/her duties because of an injury sustained in the performance of his/her duty without fault or negligence of his/her own, s/he shall be granted leave without loss of pay for the period of such incapacity in

accordance with M.G.L. c.41, §111F and subject to all the provisions of this Agreement, provided that no such leave shall be granted for any period after such officer has been retired or pensioned in accordance with the law and said leave shall not exceed two(2)years in duration. In the event that an officer is receiving injured on duty benefits for up to two(2) years, the officer shall be required to submit an application for a disability retirement to the applicable retirement board prior to the expiration of the two-year period. Leave without loss of pay for an officer who is on leave of absence in accordance with the provisions of this Agreement shall include his/her regular pay and other benefits. Employees shall continue to accrue sick leave and vacation leave for up to six (6) months while on injured on duty status. The initial determination as to whether an employee is injured on duty will be made by the Superintendent or his/her designee. An employee making a claim will fill out an Injured on Duty Report. A determination will be made based on the report and information provided to the Superintendent or his/her designee. A determination will be made in not more than five (5) days from the date of the claimed injury.

2. Said leave shall terminate when a physician designated by the Committee determines that such incapacity no longer exists pursuant to M.G.L. c.41, §111F. The Committee shall provide an employee with no less than one (1) month notice of intent to remove the employee from injury leave.

3. Said leave shall also terminate when a physician appointed by the Committee determines that the employee is capable of performing his/her duties on a full-time basis or less than a full-time basis, provided there is no disagreement with that determination by the employee's attending physician. In the event of any such disagreement between the Committee's appointed physician and the employee's attending physician as to the officer's fitness, the Committee and the employee, with the assistance of their respective physicians if they so desire shall mutually agree upon a third impartial physician who is a specialist in the field of medicine in which the employee's injury falls who shall examine the employee and render an advisory written medical opinion as to the employee's fitness to return to duty, copies of which shall be transmitted by him/her to both the Committee's physician and the employee's physician. Each party will pay the cost of its own physician and the Committee will pay one half (1/2) of the cost of the neutral physician. The individual employee will pay the other one half (1/2) of the cost of the neutral physician. Until such time as the impartial third physician renders a determination that the employee is fit to return to duty on either a full-time or less than full-time basis, s/he shall continue to be on injured leave pursuant to M.G.L. c.41, §111F. All employees shall be required to provide medical authorization for all access to all medical records that relate to treatment and diagnosis for the injured on duty incident for which they claim coverage.

4. In order to be eligible for injured leave as a result of either a total or partial incapacity caused by an injury which occurred in the performance of the employee's duty without fault or gross negligence of his/her own, the employee must fully comply with any promulgated procedures and policies of the Committee. Employees who are on injured leave status shall comply with the Committee's rules, regulations and policies relative to such leaves. Furthermore, they shall take all steps to hasten their return to active and/or full duty status including the avoidance of any activity that might jeopardize or slow their recovery as well as adhering to all prescribed medical treatment and therapies.

5. M.G.L. c.41, §111F benefits as set forth above shall apply only so long as the bargaining unit member covered under this contract maintains his/her status as a special police officer as set forth in Part II, Article 1, Section 19-2 of the Revised Ordinances of the City of Brockton. Any bargaining unit member who fails to maintain such status and is subsequently injured during the course of duty shall be covered under the provisions of M.G.L. c.152.

### **ARTICLE XIX - INSURANCE**

The cost of the following types of insurance coverage will be paid for each officer as ordained by the City Ordinance.

A. A five thousand dollar (\$5,000.00) life insurance coverage which is presently available to all other city employees.

B. All HMO options that are available to the members of the bargaining unit shall be specified in a notice to be sent to each member of the bargaining unit each year prior to the annual open enrollment period.

#### C. Insurance Annuity Plan

Employees enrolled in any City offered health insurance plan shall contribute twenty-five (25%) of the total monthly premiums for any such plan, and the City shall pay the remaining seventy-five (75%).

When the 25% employee contribution is initiated, the language in the following paragraph will become effective.

In each full contract year that employees pay 25% of the total premiums for a City offered health insurance plan, employees who were employed during 2002 - 2003 (either active employees or employees who were on an approved leave of absence) and who were enrolled in a City offered health plan during that year ("eligible employees") will be paid the following annual stipend, to be paid as part of their regular salary, depending upon the health insurance plan and level of coverage (i.e. individual coverage vs. family coverage) in which they were enrolled in 2002 - 2003. Employees who were not employed in the bargaining unit in 2002 - 2003 and/or who were not enrolled in a City offered health insurance plan in 2002 - 2003 will not be eligible for this stipend. This stipend will be regarded as regular compensation and will be subject to normal deductions, including retirement deductions. Beginning on July 1, 2004, the listed stipends will be increased by the amount of the general salary increase in that year and in future years. Eligible employees who change plans, change level of coverage, or drop off of health insurance entirely after June 30 2003 will continue to receive the stipend that corresponds to the plan and level of coverage that they had during 2002 - 2003. Eligible employees who return from an approved leave of absence or who are recalled after a layoff will remain eligible for the stipend. Eligible

employees who resign and who later are rehired, however, will no longer be eligible for the stipend.

Master Medical	-Individual	\$
Master Medical	-Family	\$
HMO Blue	-Individual	\$
HMO Blue	-Family	\$
Blue Choice	-Individual	\$
Blue Choice	-Family	\$
Harvard Pilgrim	-Individual	\$
Harvard Pilgrim	-Family	\$

[Note that the above stipends will be the dollar amounts that correspond to 5% of the total annual premiums for the listed plans as of July 1, 2003.]

It is agreed that if in the first year of implementation the 25% employee contribution is in effect for only a portion of the year, the above stipends will be pro-rated.

D. Participants in Master Medical will pay thirty percent (30%) of the total premium. \*

E. On July 1, 2006 (or soon thereafter) individuals who were on Master Medical family plan coverage during the 2005-2006 contract year who convert to a less expensive plan or who drop Master Medical health insurance for the 2006-2007 contract year will be paid a one-time stipend of \$1,500.00, while individuals who were on Master Medical individual plan coverage during 2005-2006 contract year who do the same will be paid a one-time stipend of \$800.00. Individuals who are paid said stipend will sign an agreement pledging that if they enroll in Master Medical in years thereafter, they will refund to the School Department one-half of the stipend that they were paid.

\* It is expressly understood that the above referenced change under Section D will not take effect until it has been implemented by the School Department and the City of Brockton with regard to all City and School Department bargaining unit employees.

F. Bargaining unit members will be eligible to participate in the city's dental plan on contributory basis with each participating member paying fifty percent (50%) of the total monthly premium for such coverage and with the School Committee paying the remaining fifty percent (50%) subject to the following condition. For those bargaining unit members who are already participating in the city's dental plan or for those bargaining unit members who signed up for the dental plan during the one-time enrollment plan between December 1 and December 10, 1999, the School Committee's fifty percent (50%) premium contribution shall begin as soon as practical. Employees who are not already participating in the city's dental plan or who do not sign up during the above-identified open period, are not eligible to sign up for the Dental Plan until the next open period in May, 2000.

#### **ARTICLE XX - DISCIPLINE**

An officer will have the right to union representation during any disciplinary action other than that of his/her Supervisor. Reprimand of an employee shall be done in private.

No material derogatory to an officer will be placed in his/her personnel file without said officer receiving and signing a copy of such material and having the opportunity to rebut said material in writing.

#### **ARTICLE XXI—RESIDENCY**

All employees initially hired prior to January 1, 1996 shall not be subject to Sec. 2-110 of the Revised Ordinances of the City of Brockton (Residency Ordinance) for the full tenure of their employment in the City of Brockton School Police.

All employees initially hired on or after January 1, 1996 shall be subject to Sec. 2-110, the residency ordinance. Effective January 1, 2016, such employees shall be subject to said ordinance only for a period of seven (7) years from and after the first day of paid employment as a member of the bargaining unit.

#### **ARTICLE XXII - GENERAL**

A. There will be no reprisals of any kind taken against any officer by reason of his/her membership in the Union or participation in its activities.

B. If negotiation meetings between the Committee and the Union are scheduled during a workday, the representatives of the Union will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in these meetings.

C. The Committee will, upon request, provide the Union with any available information, which is neither confidential nor privileged under law, which may be necessary for the Union to process grievances under the terms of this Agreement.

D. Officers will have the right, upon request, to review the contents of their personnel file, excluding confidential communications. An officer who desires to authorize an officer of the Union to have access to his/her record may make such a request, in writing, for each occasion. The officer, upon surrender of said written authorization to the Committee, shall be shown personnel records, provided, however, that confidential communications are not abridged or violated.

E. Mileage, when authorized by the Superintendent of Schools or his/her designee, shall be computed by using the most direct and practical highway from a particular job to another job. Mileage will be paid at the rate then being paid to employees by the City of Brockton. Mileage as described in this Section shall not be available in the event that a Department vehicle is available for travel and has been offered to the Officer.

F. The determination of an officer's hourly rate of pay will be made by multiplying the forty (40) hours per week by fifty-two (52) weeks. This product will then be divided into the officer's annual salary.

G. Bulletin boards shall be made available for use by the Union for the posting of its official notices and other related matters. The parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

H. Uniforms provided by the School Committee will be worn by the officer at all times while on duty, except on special duty with the approval of the Shift Supervisor.

I. The School Committee and the Union agree that there will be a one-time supply of clothing, material and equipment issued to School Police officers. The aforementioned will be provided by the School Department under the bid process and replacements thereafter will be made upon the recommendation of the Superintendent's designee. The School Department will provide summer and winter uniforms as needed. The Shift Supervisors will provide the School Department with appropriate sizes for uniform acquisition. It is understood that the initial issue of equipment shall include the following: one (1) Sam Browne belt, one (1) handcuff case, one (1) pair handcuffs, one (1) holster, one (1) bullet holder, four (4) keepers, one (1) breast badge, one (1) hat badge, one (1) club holder, one (1) club, one (1) pair shoes, one (1) service revolver, ammunition, several shoulder patches, two (2) pair summer pants, two (2) pair winter pants, two (2) summer shirts, two (2) winter shirts, one (1) spring/ summer cruiser jacket, one (1) winter coat, one (1) raincoat, one (1) rain hat cover, one (1) hat, one (1) trouser belt, one (1) pair tote rubbers, one (1) pair gloves, one (1) Kevlar vest, and one (1) pepper mace and holder.

J. The Committee and the Union agree that every effort will be made to have current School Police officers approved by Civil Service either on a basis of experience or on the basis of a qualifying examination.

K. Each member of the Bargaining Unit will receive a uniform allowance of \$2,000.00 annually to be paid in two equal payments of \$1,000.00 on April 1 and October 1 and each year thereafter.

L. There will be a job description developed by a committee composed of an equal number of members of the Union, chosen by the Union, and management.

M. Effective upon implementation of the current draft of the Rules and Regulations, all School Police Officers shall function under the guidelines of the Rules, Regulations, and Procedures for the School Police Department. Officers who violate or disregard these rules and regulations shall be subject to disciplinary action.

N. The school district will solicit input from one or both shift supervisors prior to deciding to hire an officer.

### **ARTICLE XXIII - SENIORITY**

A. For individuals hired as School Police officers prior to July 1, 1986, seniority shall be defined as the length of continuous service as an employee of the Brockton School Department, be it provisional or permanent, beginning from the first day of paid service. For individuals hired as School Police officers on or after July 1, 1986, seniority shall be defined as the length of continuous service as a Brockton School Police officer, be it provisional or permanent, beginning from the first day of paid service.

B. Except as otherwise provided by law, unpaid leaves of absence will not be included as time in service for purposes of seniority, although unpaid leaves will not be deemed as breaking the continuity of one's service for seniority purposes.

C. Layoffs shall be made in reverse order of seniority. When individuals are tied in terms of seniority, the determining factor that breaks the tie shall be at the discretion of the School Committee. Recalls from layoff shall be in reverse order of the layoff.

There shall be a recall period of twenty-four (24) months from the date of layoff. Any officer refusing a recall shall be removed from the list.

D. New shifts or vacancies will be bid and seniority will prevail.

### **ARTICLE XXIV - DURATION**

A. Subject to the provisions of Section B below, the Agreement will be effective as of July 1, 2018 and will continue and remain in full force and effective until June 30, 2021. Both parties agree that not later than September 15, 2020, they will enter into negotiations for a Successor Agreement to become effective as of July 1, 2021. If negotiations for a Successor Agreement are not completed by June 30, 2021, this Agreement will continue in effect until said negotiations are completed but in no event later than December 31, 2021, and any agreements reached during said extension period will be retroactive.

B. Each party may, upon thirty (30) days written notice to the other, reopen negotiations relative to any mutually agreed upon negotiable subject not covered by the terms of this Agreement.

### **ARTICLE XXV COMMITTEE RIGHTS**

A. The Brockton School Committee and the Superintendent are provided with the powers under the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right or duty conferred upon the Committee or the Superintendent by law or any rule or regulation of the Commonwealth. Except where such rights are specifically relinquished, abridged, or limited by the provisions of this contract, the Committee and Superintendent have and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it including but not limited to the determination of educational policy, the



operation of the schools and the direction of the working forces. Said areas are exclusively those of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth.

Nothing in this Agreement shall limit the School Department's exercise of its functions of management and in the direction and supervision of the Brockton School Police. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in skills except where any such rights are specifically modified or abridged by terms of this Agreement.

**ARTICLE XXVI**  
**FINAL STEP INCREASE PLAN**

Increase in salary year 27	Additional 2% to base salary
Increase in salary year 28	Additional 5% to base salary
Increase in salary year 29	Additional 5% to base salary

**Appendix A**  
**Salary**

A. Officers assigned to work the night shift on a regular basis shall receive a fixed dollar stipend of \$4400.00 each fiscal year. The stipend shall not be subject to the percentage increases set forth in this Agreement and will not be increased in subsequent years of this Agreement. Any officer who is assigned to work the night shift on a regular basis for a partial fiscal year shall be eligible to receive a pro-rated portion of this stipend. The School Committee reserves the right to determine whether to pay this stipend either: 1) in equal increments each pay period over the course of the fiscal year, or 2) as one lump sum payment at the end of the fiscal year

The day and night supervisor's pay shall be adjusted as follows: both supervisors shall receive percentage increases consistent with all other bargaining unit members.

The stipends for day and night supervisors shall be eliminated and replaced with a ratio which shall be 1.35% of the base pay of regular shift officers in the year in question. Both the ratio and base pay for the day and night supervisors shall be identical.

B. Off-duty officers who are utilized by Community Schools to open and close schools on a Saturday, Sunday or holiday will be paid \$25.00 per school to open and close said school.

C. The parties recognize the importance of monitoring staffing levels in the bargaining unit in order to ensure maximum performance of staff in the workplace.

D. Officers shall be placed on the following new wage scale in accordance with their years of service:

Step 1	\$43,885
Step 2	\$49,372
Step 3	\$54,858
Step 4	\$56,504
Step 5	\$58,200
Step 6	\$59,945

E. Increase the base wages by the following amounts:

Year 1 (July 1, 2018-June 30, 2019)	0.5%
Year 2 (July 1, 2019-June 30, 2020)	1.0%
Year 3 (July 1, 2020-June 30, 2021)	2.0%

F. Add the following stipends accordingly, Paid Over 52 Weeks:

Effective July 1, 2019	Firearms 11.5% of base wages
Effective July 1, 2019	Hazardous Duty 9.25% of base wages
Effective July 1, 2019	Defibrillator Pay \$ 1,925.00

G. Effective July 1, 2019, all officers who train new officers will receive an additional two (2) hours of comp time.

H. Educational Pay Incentives: Effective July 1, 2018, the following amounts will be paid, based on an officer's base wages, for degrees held in the area of criminal justice: Associates Degree 5% of base each year effective July 1, 2018; Bachelors Degree 10% of base each year effective July 1, 2018; Masters Degree 15% of base wages each year effective July 1, 2018. If the degree is conferred mid-contract year, the officer will be eligible for the appropriate incentive the following contract year. An officer will only receive the incentive for the highest degree held by the officer, not for all degrees held by the officer.

I. Amend sick leave buyback to:

20 completed years of service	55 days
29 completed years of service	90 days
30 completed years of service	130 days

