

Updated tentative proposals 1/26/16

**THE TOWN OF FOXBOROUGH
AND
LOCAL 379 MCOP, AFL-CIO**

1. Three Year Agreement July 1, 2015 – June 30, 2018
 - FY 2016 2% COLA
 - FY 2017 2% COLA
 - FY 2018 2% COLA
2. Article V – *Insert new Section 3 'Pregnancy'* Incorporate Pregnancy Policy using mutually agreeable language based on IACP National Law Enforcement Model Pregnancy Policy. Renumber existing sections. (Attached)Waiting on legal review

3. Section 1. Scheduling

Replace existing language with the following:

a. Vacation shall be granted on a seniority basis.

b. Employees shall be allowed to split their vacations and to take vacation one day at a time if requested. In holiday and heavy vacation periods, the Chief may limit the number of employees taking day at a time vacation leave. Employees taking such leave shall request such leave at least 24 hours in advance; such notice may be waived in a bona fide emergency or at the discretion of the shift commander.

Single day vacation requests which are not submitted in writing at least 24 hours in advance of the requested time off will be granted to the extent that they do not result in more than three officers per shift being off at one time. Such notice may be waived in a bona fide emergency or at the discretion of the shift commander. Seniority shall prevail where more than three officers request vacation time.

The parties agree that the phrase “three officers per shift being off at one time,” above, refers to officers being off for voluntary leave, including vacation, an accumulated holiday or non-emergency personal day. The phrase shall not refer to officers who are off due to involuntary leave, including injured leave, sick leave, bereavement leave or an emergency personal day. Further, the phrase shall not refer to officers who are off due to training scheduled by the Department. ~~(1998 side letter of agreement.)~~

4. Article XI –Education Pay –

The Town agrees to appropriate the necessary funds to provide full payment under General Laws, Chapter 41, Section 108L, the Education Incentive Pay Bill. To be eligible for payments under this provision, an officer must have been a member of the bargaining unit before July 1, 2010 and receiving or eligible to receive education incentive payments for an associates, bachelors or master's degree under General Laws,

Chapter 41, Section 108L ("Quinn Bill"). The Town agrees to appropriate the necessary funds to provide full payment educational incentive payments under the Quinn Bill even if the Commonwealth fails to provide the Town the full statutory reimbursement and even if the statute is repealed, or amended.

Any officer who was a member of the bargaining unit before July 1, 2010 and does not have sufficient credits to qualify for education pay, shall notify the Chief of Police by February 11, 2011, of their intent to enroll in an eligible degree producing program shall be eligible for future benefits when sufficient credits have been earned.

Also, it is agreed that any member attending a course of study relating to police work and approved by the Chief of Police and the Board of Selectmen, will be reimbursed by the Town for the tuition charges (upon completion of the course and provided a grade of "C" or better is earned. The Chief will submit the reimbursement request to the Board of Selectmen within 15 (fifteen) calendar days after the member has provided him with the required documentation. The Board will act on the request within 15 (fifteen) calendar days after the Chief submits the reimbursement request to the Board. Reimbursement will be within 15 (fifteen) calendar days after the Board's approval.

An individual will not be limited to one (1) course per semester provided there is an equitable distribution of existing funds among other Officers. Any individual Intending to take any courses under this Article shall notify the Chief in writing on or before January 1st proceeding the fiscal year in which the courses will be taken

For Officers who became members of the bargaining unit after July 1, 2010 and who have successfully completed a course of study approved by the Police Chief relating to police work or any other degree listed below that will benefit the department shall be eligible an educational stipend e for as follows:

30 credits towards an Associate degree	2.5%
Associate degree or 60 credits toward a Bachelor's degree	5%
Bachelor's degree	10 %
Master's degree	12.5% (Sergeant's and above)

Education Pay **under this section** shall not be included in calculation of overtime pay. It shall be paid in the same manner as education payments to officers who joined the bargaining unit before July 1, 2010. (i.e. in the bi-weekly check)

Eligible Degrees for SEI- An Associate's, Bachelor's, or Master's Degree in the following concentrations shall be eligible for the secondary education incentive program:

1. Criminal Justice
2. Criminal Justice Administration
3. Criminology
4. Law Enforcement
5. Sociology
6. Psychology
7. Forensic Science
8. Public Administration
9. Political Science
10. Computer Science
11. Business Administration

A Juris Doctor Degree is also an eligible degree and shall be treated as a Master's Degree for purposes of payment incentive under this Agreement. Degrees shall have been awarded by a college or university listed in the database for payment received under M.G.L 41 S. 108L

5. Article XIV – Uniforms

A. The Chief of the Police Department, or some person under his supervision and control, shall supply the members of the Police Department, upon initial employment, those equipment items which in his judgment are required to properly carry out the law enforcement function.

B. Each police officer, except an officer permanently assigned to plainclothes, shall receive the following annual uniform allowance for the replacement of uniforms: ~~Effective July 1, 2005, the allowance will be \$625.00.~~ Effective July 1 2015 Uniform allowance will be **\$750.**

C. An officer permanently assigned to plainclothes shall receive an allowance ~~the following~~ for replacement of uniforms or plainclothes Effective July 1, 2015 Plain clothes allowance will be **\$800.**

D.-Effective July 1, 2015 newly appointed officer uniform allowance will be \$900. Each newly appointed Police Officer, exclusive of any uniform allowance above., will be ~~allowed five hundred seventy-five dollars (\$575.00) to purchase an initial issue of uniforms required. Effective July 1, 2005~~ the allowance will be \$675.00.

E. Each Police Officer will be granted an allowance for the maintenance and cleaning of uniforms. Effective July 1, 2015 cleaning maintenance allowance will be **\$750.**

Members of the Bargaining Unit specifically, directly, and narrowly understand that having received this compensation, they have an obligation to present themselves cleanly and appropriately attired for all tours of duty.

F. Any uniform change required by the Town for members of the bargaining unit shall be paid for by the Town.

Add: Field Training Officers

Add the following subsection 4) to Article VII B:

4) For each shift in which an Officer certified as a Field Training Officers serves as a Field Training Officer, s/he shall receive as additional compensation, one hour of overtime pay as compensation for the additional responsibility and paperwork required.

ARTICLE XIX
OVERTIME

ADD:

Effective 7/1/16: Temporary Service in Higher Grade

In the absence of a patrol sergeant on a shift, the senior patrol officer shall serve as the Officer in Charge. In compensation for serving as the Officer in Charge of that shift, the senior patrol officer shall receive one (1) hour of overtime pay, in addition to any other compensation due to him/her. Where a patrol officer serves as the Officer in Charge of a shift for four (4) hours or less, s/he shall receive one-half hour of overtime pay as additional compensation.

ARTICLE XVIII
COURT TIME

Any officer on duty at night or on vacation, furlough or a day off who attends as a witness or in another capacity in the performance of his duty in a criminal matter or in a civil matter in any cases pending in any District Court, including the Municipal Court of the City of Boston, the Juvenile Court of any Superior Court, or before any Grand Jury proceedings or in conference with the District Attorney or Assistant District Attorney, or at any pretrial conference or any other related hearing or proceeding or who is required or requested by any city, town, State or Federal Government, or any of the subdivisions or agencies of any of the foregoing, to attend or appear before any department, agency, board, commission, division or authority, or official of the State or Federal Government or subdivision or agency of any of the foregoing, or who attends as a witness or in another capacity in the performance of his duty for the Government of the United States, the Commonwealth or the Town in a criminal or other cases pending in a Federal District Court or before a Grand Jury proceeding or a United States Commissioner or in conference with the United States Attorney or Assistant United States Attorney or at any pretrial conference or any other related hearings or proceedings, shall be entitled to overtime compensation at the rate of three (3) hours minimum at a time and one-half rate and time and one-half thereafter. **Effective 7/1/2016 the minimum shall be four (4) hours minimum at a time and one-half rate and time and one-half thereafter**

ARTICLE XXX
DURATION

~~The duration of this Agreement shall extend for a three year term, July 1, 2012 through June 30, 2015 and shall automatically remain in full force from year to year thereafter unless either party shall notify the other in writing not less than sixty (60) days prior to Town Meeting of its desire to modify the Agreement. In the event notice is given, negotiations shall begin within twenty (20) days of said notice. This Agreement shall remain in full force and be effective during the period of negotiations until signing of a new Agreement or until notice of termination of this Agreement is provided the other party in the manner set forth in the following paragraph.~~

~~In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten days (10) prior to the desired termination date which will, in any event, not be before the expiration date of June 30, 2015, as set forth in the first paragraph above.~~

Replace with the following language

This Agreement shall extend for a three-year term, July 1, 2015 through June 30, 2018. Notwithstanding the foregoing, this Agreement shall remain in full force and effect until a successor agreement has become effective

Pay in the Academy

Amend Article XXVIII by replacing the first paragraph with the following:

None of the provisions of this Agreement apply to Student Officers except for the Step 1 Police Officer base salary established in Article VII, Salary and Wages. Any other terms and conditions of employment for Student Officers are set forth in M.G.L. c. 41, s. 96B

legal counsel

The following rates shall be in effect for details worked by Foxborough police employees:

- 1) **Town and School Details – Members of the bargaining unit assigned to town and school details shall be compensated at an hourly rate based on time and a half the assigned employee’s salary set forth in Article VII(c) minus the administrative fees. (Final language to be determined by legal counsel)**
- 2) **Labor Dispute Details – Members of the bargaining unit assigned to a Labor Dispute Detail shall be compensated at one and a half times the applicable detail rate. A minimum of two (2) officers shall be assigned to Labor Dispute Details.**
- 3) **All Other Details – Members of the bargaining unit assigned to details other than School Department Details, and Labor Dispute Details shall be compensated at an hourly rate based on time and a half the Sergeant’s base salary set forth in Article VII(c) minus X.XX. The hourly rate shall be rounded off to the nearest dollar. Notwithstanding the foregoing, the hourly rate shall be as follows:**

<u>Week Day Rate</u>		<u>Weekend Rate</u>	
Effective 7/1/15	\$47	Effective 7/1/15	\$52
Effective 7/1/16	\$48	Effective 7/1/16	\$53
Effective 6/30/18	\$49	Effective 6/30/18	\$54

-10.00

All funding items are subject to appropriation by Town Meeting.

In witness whereof, the parties hereto set their hands and seal by their duly

authorized representatives this 26 day of Jan, 2016.

TOWN MANAGER

LOCAL 379 MCOP, AFL-CIO

William Knight

[Signature]

[Signature]

[Signature]

[Signature]

BOARD OF SELECTMEN

[Signature]

[Signature]

[Signature]

[Signature]

Virginia M. Coppola