COLLECTIVE BARGAINING AGREEMENT

CITY OF NEWTON
AND
NEWTON POLICE ASSOCIATION

EFFECTIVE

JULY 1, 2009– JUNE 30, 2011

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AGREEMENT

This AGREEMENT by and between the CITY OF NEWTON, hereinafter referred to as the CITY and the NEWTON POLICE ASSOCIATION, hereinafter referred to as the UNION, is designed to maintain and promote a harmonious relationship between the CITY and 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 AND BARGAINING UNIT

1.01 For purposes of collective bargaining with respect to wages, hours, and any other terms and conditions of employment, the CITY recognizes the UNION as the sole and exclusive bargaining agent for all police officers of the Newton Police Department excluding the Chief, Deputy Chief, the Administrative Assistant designated by the Chief to serve in his office, Internal Affairs Officer, Captains, Lieutenants, Sergeants, Parking Control, Traffic Supervisors and all other employees not employed as police officers of the Department. For the purposes of this AGREEMENT, the term "police officer" shall mean:

1. Individuals initially appointed to the position of police officer who have satisfactorily completed a prescribed course of study as presently required by Massachusetts General Laws, Chapter 41, Section 96B, and/or 550 et seq.

2. Individuals restored to the position of police officer after having been retired for disability pursuant to the provisions of Massachusetts General Laws, Chapter 32, Section 6 or 7, and who have satisfactorily completed a prescribed course of study as presently required by the 550 CMR 3.00 et seq. and/or any General Law of the Commonwealth of Massachusetts.

ARTICLE II
PAYROLL DEDUCTION OF UNION DUES

2.01 Pursuant to the provisions of General Laws, Chapter 180, Section 17A, accepted by the CITY, UNION dues shall be deducted by the CITY monthly from the salary of each employee who voluntarily executes and remits to the CITY a form of authorization for payroll deduction of UNION dues, initiation fee and assessments. Such authorization may be withdrawn by the employee by giving at least sixty (60) days notice in writing to the CITY and by filing a copy thereof with the Treasurer of the UNION. Transmittal of said dues deducted shall be made to the UNION Treasurer within twenty-five (25) working days after the month in which dues are deducted; provided that the CITY Treasurer is satisfied by such evidence as he may require that the Treasurer of the UNION has given to the UNION a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his duties, in a sum and with such surety or sureties as are satisfactory to the City Treasurer.

2.02 The following authorization of dues form shall be used:

1. "Authorization of Payroll Deduction"

By _____
Last Name First Name Middle Name

To _____
Employer Department

Effective _____
Date

I hereby request and authorize you to deduct from my earnings once each month an amount to be established by the UNION as dues. The amount deducted shall be paid to the Treasurer of the UNION.

The authorization shall continue for a period of one (1) year from the date hereof or until the termination of this Agreement (whichever comes first) and shall be automatically renewed for successive periods of one (1) year unless written notice of revocation is given by me to you in writing. Upon the receipt thereof this authorization shall expire sixty (60) days thereafter.

Signed _____

2.03 Agency Fee - Any member of the Bargaining Unit who is not a member of the UNION shall during the life of this AGREEMENT, pay an agency service fee to the UNION in accordance with M.G.L. c. 150E.

2.04 The UNION agrees to hold the CITY harmless for any liabilities, civil or criminal which may arise out of the implementation of this Article.

ARTICLE III
SENIORITY

3.01 Seniority within the Newton Police Department shall commence from the date of appointment as a regular full-time member of the Newton Police Department. Seniority for Officers appointed on the same date from the same civil service list shall be determined by their respective position on that civil service list. In the case of ties there is to be a series of "tie breakers" to establish seniority for those officers who are tied in placement on the Civil Service list and appointed to the Police Department.

A. Overall Civil Service Score. The ranking of newly appointed officers will be based on actual, overall Civil Service score and may require the integration of different lists pertaining to various officers who are appointed to the Police Department on the same date.

B. In the event that certain officers are still tied after the "tie breaker" employed in Section A above, seniority shall be determined based

upon the overall score attained by such officers at the completion of the training academy.

C. In the event that certain officers are still tied after the "tie breaker" employed in Sections A and B above, seniority shall be determined based upon alphabetical order of the last names of such officers.

3.02 Effective September 11, 2000, any incoming police officer recruit that has already successfully completed the Massachusetts Criminal Justice Training Council ("Academy") shall be sworn in as a police officer as soon as possible and will commence his or her regular duties as a police officer after initial field training. The officer's seniority date, however, will not be the date of his or her swearing in. His or her seniority date will not be established until the other recruits in his or her incoming class have completed the academy, and the contractual tie breakers applied as though the officer completed the academy at the same time as the other recruits in his or her class, in accordance with Article III of the collective bargaining agreement. For purposes of the contractual tiebreaker, the officer's overall score shall be the overall score he or she received upon the completion of his or her own academy training.

3.03(A) Except as may be otherwise required by Section 3.03(B) below, the seniority of any officer hired by the City from another police department through a civil service lay off/reinstatement list and/or the civil service lateral transfer process shall be subordinate to the seniority of officers hired by the City before them through the normal civil service appointment process. Otherwise, the seniority of any such reinstated and/or laterally transferred officers shall be measured from the date of appointment to the Newton Police Department. If two or more of any such reinstated and/or laterally transferred officers have the same date of appointment to the Newton Police Department, their relative seniority dates shall be determined by their date of permanent appointment within the department from which they were laid off and/or laterally transferred. If any such officers have the same date of

hire within the department from which they were laid off and/or laterally transferred, their relative seniority dates shall be determined pursuant to Section 3.01(A-C) above.

3.03(B) In the event of a layoff, or recall from layoff, the relative seniority rights of reinstated and/or laterally transferred officers shall be as defined in Civil Service law.

3.04 Seniority shall not be broken by vacation time, sick time, injury leave, temporary lay off or leave of absence as defined in this AGREEMENT.

3.05 Seniority shall be broken by resignation or termination for just cause.

3.06 All officers will receive their seniority status for vacations, personal days, and other benefits in accordance with their total seniority as a police officer within the department.

3.07 In the event of a reduction in force, lay off or abolition of positions, lay off shall be in inverse order of hiring and recall by seniority within classification.

3.08. Except as otherwise provided herein, vacancies on the day shift and night shift in the Patrol Bureau shall be filled by the assignment of the most senior Police Officer within classification. Whenever there is an opening for an officer (or officers) to move to days, the Patrol Captain will identify a list of officers eligible by their seniority to move to the opening(s). The Patrol Captain will poll the officers on the list, indicating in writing for each officer whether his/her answer is "yes" or "no," together with the date the answer was given. The list containing the responses will be furnished to the UNION President seven (7) or more days prior to such officers being assigned to days in accordance with the provisions of Article III, Section 3.07, of the parties agreement. Police Officers on the night shift who are eligible to fill a vacancy on the day shift may elect to remain on the night shift by seniority. Only Police Officers assigned to the day shift for less than five (5) years may bid for vacancies on the night shift by seniority. Police Officers who exercise their right to bid from nights to days or days to nights or to stay on days or to stay

on nights by seniority may not exercise that right for one year thereafter or when a vacancy occurs, whichever is sooner, but in order to exercise that right at any time there must be a vacancy. Excepted from the above are Police Officers who are specialists and assigned to particular hours of duty by the Chief. Specialists are persons assigned as listed in Article XXVIII.

3.09 When a vacancy occurs within a specialist bureau, officers within that specialist bureau shall be asked first to fill that vacancy. This will be done in accordance with an officer's total seniority as a police officer within the Newton Police Department. The parties understand total seniority to mean an officer's civil service date of hire with the Newton Police Department. If the vacancy is not filled internally within a specialist bureau, a notice of vacancy shall be posted in a conspicuous place in the Department for a period of seven (7) consecutive days. The posting shall contain a brief description of the position, duties and responsibilities. Any member of the UNION desiring to be considered for the position, shall submit in writing an application for a vacancy, detailing his/her qualifications for the position prior to the close of the posting period. In filling the position, the Chief of Police will make his decision based upon the nature of the duties to be performed, the needs of the Department and the qualifications of the applicants. If, in the opinion of the Chief of Police, no appropriate candidate is available to fill the vacancy as a result of the posting, he reserves the right to fill the vacancy from among any qualified member of the Department.

In case of emergency, the Chief may make a temporary transfer or assignment, following which he will comply with the procedures of this Article.

3.10 Except in the case of an emergency, notice of changes of duty assignments in the Patrol Bureau that are to be made shall be given to the President of the UNION seven (7) days prior to the effective date of such change of assignment. Assignment of relief officers shall remain as presently assigned.

3.11A. Officers returning to active duty (Returnees) shall be required to submit to a full pre-hire screening and (if the period of disability have been over five years) they shall be required to attend and pass the full academic

requirements imposed by the Massachusetts Criminal Justice Training council, in accordance with the Human Resources Division guidelines issued on March 4, 1999. These steps are agreed to be necessary to insure that returnees are properly fit and able to return to active duty.

B. Officers returning to active duty shall resume active service with only the seniority levels they had obtained before commencing disability retirement (including, where applicable, service as a police officer with employers other than the City of Newton which had originally been included in the calculation of their seniority). Thus, the period of disability retirement shall be excluded from the calculation of any seniority rights under the collective bargaining agreement. The break in seniority shall be calculated from the date of retirement to the date of active reinstatement as a police officer for the CITY.

ARTICLE IV
SPECIAL LEAVE

4.01 Interpretation - Special Leave shall mean that period of time for which an employee shall be entitled to receive compensation during absence from work because of personal sickness or injury; the illness or injury of certain members of his/her family, certain religious observances, or personal business in accordance with this Article.

4.02 Amount of Time Allowed - Every employee during the first year of his/her employment shall be entitled, after two (2) months of continuous service, to special leave at the rate of one and one-half (1 1/2) days for each five (5) weeks of service completed after the expiration of such two (2) months. After one (1) full year of employment he/she shall be entitled to Special Leave for a period of not exceeding fifteen (15) days in each calendar year; provided, that for the calendar year in which the first full year of his/her employment is completed the total allowable Special Leave shall not exceed fifteen (15) days.

4.03 Use of Special Leave for Personal Illness - An employee shall be entitled to use Special Leave to the full extent of his/her accumulation during

absence from work because of sickness or injury of the employee in accordance with this Article.

4.04 Sick Leave Certification - Effective August 1, 2002, when an officer has used more than three consecutive days of special leave due to illness or injury, he/she shall be required to submit written certification from a physician or nurse practitioner designated by the City clearing such officer for return to work.

At the officers' option, such certification shall be obtained from the officers' personal physician in lieu of the physician or nurse practitioner designated by the City.

When returning to work after using more than three consecutive days of special leave due to illness or injury, and such return falls on a Friday (last half), a weekend, or a holiday, such officer shall return to work without certification, but shall obtain and submit the certification at the earliest possible date after the date of such return.

4.05 Injured Employees - Whenever a police officer is incapacitated for duty because of injury sustained in the performance of his/her duty without fault of his/her own, or a police officer assigned to special duty by his superior officers, whether or not he is paid for such special duty by the CITY is so incapacitated because of injuries so sustained, he/she shall be granted leave without loss of pay for the period of such incapacity; provided that no such leave shall be granted for any period after such police officer has been retired or pensioned in accordance with law or for any period after the City Physician determine that such incapacity no longer exists:

Further, no such paid leave shall be granted or continued for any period of time after (a) the City Physician determines that the police officer is capable of performing limited police duties on either a full-time or less than full-time basis; (b) the Chief, in his sole discretion, determines that a position is available for which the police officer is capable of performing, and assigns him/her to fill the position; and (c) the police officer fails to perform the prescribed duties within the

range of the "Limited Duty Tasks" hereinafter set forth. Assignments to limited duty tasks may be changed or terminated at the sole discretion of the Chief.

When a Police Officer is incapacitated for duty because of injuries sustained in the performance of his duty without fault of his/her own, he shall promptly notify the Chief of Police or such person as the Chief of Police shall designate.

LIMITED DUTY TASKS

The following list of job duties and functions include the types of work to which assignments will be made:

1. Clerical
2. Answering Telephone
3. Dispatching
4. Typing
5. Filing
6. Citizen Assistance
7. Teletype Operator
8. Fingerprinting
9. Photographing
10. Issue Firearm Permits
11. Disseminate Accident and Burglary Reports
12. Inspectional Services
13. Maintain portable radios
14. Assist in Operation Identification
15. Assist in property and evidence room
16. Or any similar limited or light duty task that may arise in unforeseen or emergency situation, in which the Police Department is required to perform tasks beyond its normal functions.

If the employee's physician and the physician designated by the City disagree as to the employee's ability to perform limited duty, less than full duty, or full duty, then the Director of Human Resources shall arrange for an examination of the Officer by a physician selected from a pool of a minimum of five (5) physicians previously approved by the Director of Human Resources and the UNION from the list of doctors qualified by the State Retirement Board. Said physician shall be selected by either a representative of said UNION or a representative of said Director of Human Resources by lottery system and he

shall examine the employee and render an opinion as to whether or not the incapacity continues to exist in that he cannot perform limited or light duty as determined and described in limited or light duty tasks in this section and his determination shall be binding on both parties. Pending receipt of the neutral physician's determination, the employee shall continue to be granted leave without loss of pay for that period.

4.06 Special Leave Not Allowed in Certain Cases - No person shall be entitled to any compensation or benefits under this Article for any period of disability resulting in whole or in part from any of the following:

(a) The voluntary use of intoxicating liquor, drugs or narcotics.

(b) Self-inflicted injuries other than accidental.

(c) Injuries sustained while engaged in or resulting from or arising out of the commission by such person of a felony or of a misdemeanor involving moral turpitude.

(d) Injuries sustained while engaged in or resulting from or arising out of the violation of any lawful rule or regulation of the Police Department.

(e) Injuries sustained as a result of reckless, improper or vicious conduct or illegal or immoral practices.

4.07 Use of Special Leave to Attend Ill Member of Family - Every member of the UNION as set forth in Article I shall be entitled to use Special Leave to the extent of fifteen (15) days per year during required absence from work because of the illness of the employee's spouse, children or parents residing in the same household of the employee. If the employee has children of a prior marriage, or blood relative parents who do not reside in the same household, he/she will when reporting off duty, inform the Department at which address and telephone he/she will be located because of his/her required absence from work.

"Required absence" is defined as requiring the personal attendance of the employee for the personal care of the seriously ill member and the unavailability of any other adult family member.

The Chief of Police may require a medical certificate from the ill family member's physician, setting forth the nature of the illness and certifying the need of the employee to stay at home. "Illness" is defined as one requiring immediate and continuous availability of an adult person to furnish necessary care.

4.08 Approval of Physician or Nurse Practitioner Required - No salary or wage shall accrue to any employee under paragraph 4.03 or paragraph 4.07 of this Article unless a physician or nurse practitioner designated by the City shall find that the absence of such employee from duty is justified by reason of sickness or injury.

4.09 Use of Special Leave for Personal Business - An employee shall be entitled to use Special Leave during absence from work to attend to personal business. Every such absence shall be requested not later than the third working day in advance or such earlier time period as the Chief of Police may require. The scheduling of such absences for personal business shall be at the reasonable discretion of the Chief of Police or his designee. Such absences shall be limited to two (2) days during any calendar year and the right thereto shall not be cumulative.

4.10 Unused Special Leave - Unused portions of Special Leave shall be cumulative and such unused special leave, except during the first year of employment, shall be calculated as of January first of each year. Sick leave as accumulated prior to January 1, 1967 in accordance with the applicable ordinances in effect prior to that date shall be converted as of that date to special leave and all leaves of absence with pay taken during the year 1967 prior to May 1, 1967 for any of the purposes named in this Article shall be deemed to have been taken under this Article. Unused Special Leave will not be available for use or payment in cash upon termination of employment but shall continue to be available upon an employee's transfer to another position in the same or another department. An employee who is laid off or resigns under conditions that are not discreditable to him/her shall, if re-employed within twelve months, have

available any unused Special Leave accumulation existing at the time of his/her separation.

4.11 Leave Obtained Contrary to Provisions of Article – Any employee who shall be found by the Mayor, after a hearing, to have obtained Special Leave pay contrary to this Article, or through any misrepresentation by him/her or by any other person in connivance with him/her, shall not be entitled to the benefit of this Article for a period of one (l) year after such finding.

ARTICLE IVA
BEREAVEMENT LEAVE

4A.01 An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding three (3) days due to the death of a parent, step-parent, husband, wife, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, or sister-in-law. Every such absence shall be approved and certified by the Chief of Police.

ARTICLE IVB
MEDICAL EXAMINATION

4B.01 (a) The following provisions (b and c) are applicable to employees hired on or after November 1, 1985:

(b) The CITY and the UNION agree that the maintenance of good health and physical fitness is important to the successful performance of all of the duties of a police officer.

(c) Employees may be required to complete an annual medical examination conducted by the City Physician's Office. If the initial examination indicates the need for further testing or consultation with other physicians, the employee may have his own physician provide the CITY with information to rebut or rescind the need for further testing. The City Physician may consult with the other physician and if the City

Physician continues to require that additional testing be carried out, then the employee will cooperate in any recommended program to manage responsibly his/her medical or physical condition which may be determined by the annual physical examination or testing.

4B.02 Notwithstanding their date of employment, all members of the UNION agree to cooperate in any preventative health care program proposed by the CITY, provided that said cooperation is totally voluntary on the part of the members of the UNION and that the cost of such programs be paid for by the CITY.

4B.03 Employees hired on or after January 1, 1986 shall agree as a condition of employment that they do not and will not smoke at any time. The CITY agrees to reasonably assist any of the aforementioned employees who, after becoming employed, request assistance because he/she is unable to comply with this condition of employment.

ARTICLE V
UNIFORMS AND EQUIPMENT

5.01 The Chief of Police or some person under his supervision or control shall, upon proper requisition, supply the police officers with uniforms and equipment (including appropriate weapons) as determined by the Chief.

5.02 Those persons assigned as Detectives or special duty in plain clothes or other special assignments in plain clothes as determined by the Chief of Police and the Mayor, will be allowed an annual clothing allowance in the amount of two hundred ninety dollars ($290) per year, payable on the first pay day in December.

5.03 Upon reasonable proof, the CITY will replace clothing issued by the CITY as per paragraph 5.01 and which is damaged in the line of duty.

5.04 Payments to newly assigned specialists shall be prorated on the basis of the contract year.

5.05 Effective on the first pay period of June 1989 employees covered by this Agreement shall receive an annual payment of one hundred thirty dollars ($130.00) per year in order to help defray the expenses incurred in cleaning their clothing.

The annual payment shall be based on the twelve month period immediately prior to payment. New employees in the employ of the CITY for periods less than twelve (12) months and employees separated from employment other than from death or retirement shall receive a pro-rated payment related to each month actually worked. Any portion of a month service shall for purposes of calculation, be considered a full month of service. Employees who retire or die between the periods of payment shall not be subject to pro-ration. However, employees off of active duty payroll status due to injury on duty shall be subject to pro-ration commencing with the second year of such inaction, any employee on a non-pay status beyond three (3) consecutive months shall be subject to pro-ration.

ARTICLE VI
PAID DETAILS AND OVERTIME ASSIGNMENTS

6.01 The following provisions shall govern the assignments of extra paid details to the Police Officers where said details are to be paid for by a government agency, an outside individual group, corporation or organization and the City of Newton.

6.02 Officers who are working paid details shall do so on their off duty time or at any time when they are not scheduled to work in the Police Department or to attend as a witness or complainant in the courts.

6.03 All officers will signify in writing at times stated by the Chief, their desire to accept paid details. Members will be allowed to sign off paid details if they also signify same in writing. A current file on the subject will be maintained at Police Headquarters and made available upon request of an Officer of the UNION.

6.04 Exchange of paid details by employees may be made if the Commanding Officer of the Platoon on duty at the time of the request makes the reassignment.

6.05 All assignments to Police details shall be under the supervision of the Captain of the Uniformed Branch and responsible to the Chief of Police. All details will be distributed fairly and equitably as to the number of details and compensation therefor. So far as practicable, details shall be fairly and equitably distributed on a continuing monthly basis.

Where a Police Officer refuses a detail, said detail shall be included as having been worked for the purposes of the above described distribution. Employees shall be given all reasonable advance notice possible of detailed assignments.

6.06 The Police Department will post all overtime and paid details on a weekly basis. Said posting will contain sufficient information so that hours of work, payment and refusals are reflected. If a Superior Officer assigns a paid detail or records a refusal, he/she will be required to initial that fact in the detail book. In order to expedite the aforesaid posting, the UNION, at its expense, will provide one person as liaison with the Chief's office on a weekly basis to work with Chief's staff employees relative to the preparation for publication of the aforementioned weekly list of overtime and details.

6.07 There will be no hold-downs in the paid details system.

6.08 Officers accepting and then failing to fulfill a detail assignment will be removed from the work list for a period of time in accordance with the severity of the violation as determined by the Chief of Police.

6.09 Except for unpaid voluntary details approved by the Chief, any Officer who performs a detail not officially assigned, recorded and reported as required by this Agreement will not be protected by the provisions of General Laws, Chapter 41, Section 100, as amended, and shall be subject to Department disciplinary action.

6.10 Police detail assignments shall be made only when the person, firm, corporation, group or government agency has agreed to pay the applicable rate.

Effective October 15, 2005, the hourly rate of pay for police detail assignments, except regular City details, shall be $40.00. The rates per hour as set forth herein shall, in addition, include a surcharge of 10%, in compliance with Mass. General Law Chapter 44, s. 53C. Effective October 15, 2005, for all details, except City details, the detail rate for weekends, last-half tours or holidays shall be increased by $5.00 over the regular rate in addition to the surcharge. The regular detail rate for all City details shall be $36.00 per hour. Effective July 1, 2002 each officer shall be guaranteed four hours (4) of pay at the applicable detail rate for every detail lasting four hours or fewer, and eight hours of pay at the applicable detail rate for every detail lasting more than four but fewer than eight hours. All hours worked after eight hours on any one detail shall be paid on the basis of one hour of pay for each hour or portion thereof worked. Sergeants, Lieutenants, and Captains performing details in a non-supervisory capacity shall receive the applicable police officer's rate therefor. When they perform details in a supervisory capacity, they shall receive the applicable superior officer's rate.

Effective July 1, 2002 police officers assigned to strike details, or any other details involving public demonstration or picketing, shall receive a detail rate equal to twice the regular detail rate. At least two (2) officers shall be assigned to any such details.

Effective July 1, 2005 police officers assigned to strike details, any other details involving public demonstration or picketing, and/or any other employment dispute in which an employer has requested a detail due to the potential for disruptive or violent behavior in the work place, shall receive a detail rate equal to twice the regular detail rate. At least two (2) officers shall be assigned to any such detail.

It is agreed that where there is more than one police officer required, the following ratio of ranking officers to police officers will apply:

4 Police Officers - 1 Sgt.	12 Police Officers - 2 Sgt. 1 Lieut.
8 Police Officers - 2 Sgt.	16 Police Officers - 2 Sgt. 1 Lieut. 1 Capt.

6.11 Effective January 1, 2005, the Department shall maintain a separate list of strike detail hours that will cover strike details worked from January 1st through December 31st each year. All strike detail hours (worked or refused) will be added/counted towards officers' regular detail hours. This list will operate in the same manner as the regular detail list, except that it will account only for strike detail hours and/or any detail hours involving public demonstrations or picketing. Each December 31st, the strike detail list shall be zeroed out and shall begin anew on January 1st (the next day). The strike detail list will be established by seniority each January 1st, beginning January 1, 2005.

6.12 All details are to be paid by check only. All checks are to be made payable to the City of Newton, c/o Chief of Police and mailed to the Newton Police Department, P.O. Box 114, West Newton, MA 02165. It is agreed that all details worked in a payroll week prior to the closing of the payroll on Tuesday at 5:00 p.m. will be paid for same in their next succeeding week's pay check subject to appropriations therefor. Individual Officers who are paid by check or by cash shall immediately turn the same over to the Chief and any violations thereof shall subject them to disciplinary action. The Chief of Police has the right to assign personnel of the Department to work paid details on a "no refuse" basis when he deems conditions require it.

6.13 Only sworn officers are authorized to direct all traffic, either in person or by means of visible or audible signals, including at construction sites in the public way. However, in the event of a fire or other emergency, to expedite traffic or safeguard pedestrians, officers of the police or fire

department may direct traffic as conditions may require, notwithstanding the provisions of this Section. Unpaid auxiliary police shall not direct traffic at construction sites in the public way.

6.14 Effective July 1, 2000, all police officers shall be allowed to work paid details in another city, town, college or other jurisdiction where agreements with the CITY are in effect.

ARTICLE VII
OVERTIME

7.01 All Officers will be paid at the rate of time and one-half their base hourly rate for all hours actually worked in excess of forty (40) hours per week except as follows:

1. All officers having work schedule commonly known as "four (4) and two (2)" as described in Article X of this Agreement shall be paid overtime for hours actually worked in excess of their regularly scheduled tour of duty or in excess of their regularly scheduled work week. In any event no overtime shall be paid until an Officer works in excess of eight and one-half (8 1/2) hours in any tour of duty.

2. All officers not working the "four (4) and two (2)" schedule as described in paragraph one above, will be paid overtime for all hours actually worked in excess of forty (40) hours per week.

7.02 For purposes of this Article, required time off due to scheduling by the Office of the Chief, authorized and approved annual vacation time, holidays, time off for special leave due to death in the family, time off for special leave for personal business, and the first seven (7) days of time off for personal illness in each calendar year, shall be considered as time worked for purposes of calculating overtime payments. All other time off, paid and not paid, shall not be considered as time worked for purposes of calculating overtime payments. Shift premiums shall not be counted in computing overtime payments.

7.03 All overtime will be distributed fairly and equally within each bureau. Excluded will be Officers assigned to confidential cases for the period

that they are so assigned, provided that there will be a posting when their assignment is concluded.

Overtime records shall be kept and made available for inspection by the Officers of the UNION. Police Officers shall be required to work overtime when required by the Office of the Chief. Overtime hours rejected will be counted as overtime worked (not paid) for purposes of this section only.

7.04 Overtime payments shall not be pyramided or duplicated.

7.05 Employees reporting for overtime work on a call-in shall be paid a minimum of four hours for each call-in regardless of the time actually worked.

ARTICLE VIII
EMERGENCY LEAVE

8.01 Each employee may, at the sole discretion of the Chief of Police, or his designee, be granted emergency leave with pay for a day on which he/she is able to secure another employee equal in rank and specialty to work in his/her place, said emergency leave to be for an unusual occurrence or for some purpose not in the normal course of events. This leave may be allowed provided:

(a) Such substitution does not impose any additional cost on the CITY with regard to salaries or payment of wages.

(b) The Officer in charge of the shift in which the substitution shall take place be notified one (l) day prior to its becoming effective except in the case of emergency, notification may be made on a shorter term.

(c) The CITY shall not be responsible for enforcing any agreements among the employees under this Article and if said substitute shall fail to fulfill his/her agreement the regularly scheduled assigned employee shall not be compensated for that shift.

(d) The above emergency leave shall be processed by the card system now in use.

(e) A person who desires an advance day off shall request same at least four (4) days prior to the day requested to the Officer in charge of his/her Platoon, or, in the case of a night relief man, the Officer in charge at the time he/she makes such request. The Officer in charge will determine if the Officer can be allowed the day off or so inform him/her as soon as possible after request subject to the approval of the Captain in charge of the Uniformed Branch. Provided, however, that the employee agrees that he/she will make the day up and will do so within thirty (30) days from the date that he/she is granted the day off or after thirty (30) days, subject to the needs of the Department. In the case of employees of the Detective Division, Traffic-Youth and Special Services Divisions, the approval and steps mentioned above will be directed to the Division Commander with notification to the Uniformed Commander for recording on master sheets.

ARTICLE IX
HOLIDAYS

9.01 All employees shall receive holiday pay, computed at 1/4 of a week's pay, for each of the following holidays:

New Year's Day	President's Day
Martin Luther King Day	Memorial Day
Patriot's Day	Labor Day
Independence Day	Veterans' Day
Columbus Day	Christmas Day
Thanksgiving Day	Police Memorial Sunday

9.02 An Officer working a paid holiday as set forth above shall be paid his/her regular rate of compensation in addition to his holiday pay. This shall not apply if an Officer is scheduled to work a paid holiday but does not report for work due to illness unless he/she is hospitalized on that day or has been absent

on sick leave for the five (5) days preceding the holiday. In such cases he/she shall be paid as set forth above.

9.03 In order to qualify for compensation for any such holiday such person shall have worked on all of his last regularly scheduled workday prior to and the next regularly scheduled workday following such holiday, unless his absence on such regularly scheduled workday is due to jury service or is an absence for which compensation is payable under this AGREEMENT.

ARTICLE X
HOURS OF WORK

10.01 It is understood that because of the nature of the Police Department operation, it must be conducted on a seven (7) days per week basis, twenty-four (24) hours per day.

It is agreed that the Chief of Police shall have the right to establish various shifts whether it be day or night, seven (7) days per week to cover all phases and requirements of the Department's operation, provided, however, that each regularly scheduled shift shall run for not more than eight and one-half (8 1/2) consecutive hours per day.

In case of emergency, such as natural disasters (hurricanes, tornadoes, etc.) riots, civil disorders, the Chief of Police shall have the right to schedule shifts for more than eight and one-half (8 1/2) consecutive hours per day on a temporary basis to meet said emergency.

10.02 With respect to involuntary assignments, each night platoon will have ten (10) officers for a total of twenty (20) officers who will volunteer, and if there are insufficient volunteers, officers will be assigned by the Chief or his designee as Relief Officers, and will be so listed. The Relief Officers assigned by the Chief for the purpose of this section shall be the ten (10) most junior officers on each platoon, whether or not they have a regular assignment. It is agreed that when a night platoon is regularly scheduled to work a so-called last half tour of duty and these specifically designated officers are also scheduled to work with

the platoon on the tour of duty, these officers will be required to call the police station between the hours of 1:30 P.M. and 2:30 P.M. on the day of that regularly scheduled last half tour of duty to determine which night tour of duty they will be assigned to work. The CITY may, in an emergency, involuntarily transfer officers from a first half tour of duty to a last half tour of duty. The emergency will be defined as snow, hurricane, absence due to sick leave and public safety. The CITY reserves the right to assign Police Officers from night shifts to the day shift to attend training classes or act as instructors and garagemen. Police Officers in the Impact Shifts are excluded from the terms of this section. This section is only applicable to the Uniformed Branch.

10.03 The work schedule for all members of the Uniformed Branch of the Police Force, including those on temporary appointments, will be set up whereby each member will work four (4) consecutive days and have two (2) consecutive days off without loss of pay on a continuous rotating basis, except that the Chief of Police or other Officer for the time being performing the duties of the Chief may make the following exceptions to the above:

1. Such members of the Uniformed Branch who are on particular assignments or routes where, in the determination of the Chief of Police or other Officer for the time being performing the duties of the Chief, fixed days off are required shall be entitled to receive the same number of days off without loss of pay as are provided for the members of the Uniformed Branch, such days to be assigned per year at the discretion of the Chief of Police.

2. Whenever the Chief of Police or other Officer for the time being performing the duties of the Chief shall determine that the public interest or the needs of the Department so require, he may suspend the taking of such days off by any or all members of the force but in the event of such suspension, compensatory days off shall be given as soon as, in the opinion of the Chief of Police or other Officer for the time being performing the duties of the Chief, the public interest shall permit.

3. The parties recognize that in appropriate circumstances, leave under Article 8 can be permitted notwithstanding its impact on an officer's work schedule.

10.04 The work schedules of the members of the non-uniformed branch of the Police Force shall be designated by the Chief of Police or other Officer for the time being performing the duties of the Chief provided, however, that they shall be entitled to receive the same number of days off without loss of pay as are provided for members of the Uniformed Branch, such days to be assigned per year at the discretion of the Chief of Police.

10.05 Effective upon ratification, day and night officers who are regularly assigned to the 4th Platoon and assigned to the condition cruisers will be allowed to work on flex schedules at the discretion of the Chief. These flex schedules will not supplant overtime customarily worked within the Patrol Bureau, and do not constitute specialist positions and need not be posted.

10.06 All of the work schedules herein established shall require each full-time member of the UNION, including those on temporary appointments, to work no less than an average of forty (40) hours per week, less allowances for holidays, vacations, and approved special leaves that are in effect as per this AGREEMENT. This will be interpreted to mean that persons working existing work schedules shall not lose any benefits in terms of days off presently enjoyed by them.

ARTICLE XI
GRIEVANCE PROCEDURE AND ARBITRATION

11.01 The term "grievance" shall mean only an alleged violation by the CITY in the interpretation or application of one or more specific clauses of this AGREEMENT.

STEP 1 - The grievance shall be presented orally by the employee to the employee's Commanding Officer, if other than his/her immediate superior within thirty (30) calendar days of its occurrence or the time the employee should have known of it. The Commanding Officer or Superior Officer shall attempt to adjust

the grievance informally. A written report of the Commanding Officer's decision resolving the grievance shall forthwith be made to the Chief of Police through his Division Commander. If, within forty-eight (48) hours from the receipt thereof, the Chief of Police does not overrule or modify said decision, it shall stand. If it is modified or overruled by the Chief of Police, his decision shall be subject to the remaining provisions of this Article.

STEP 2 - If the grievance is not resolved at STEP 1 within six (6) working days, the grievance shall be submitted in writing to the Chief of Police by the employee and the UNION within six (6) working days after the expiration of the time set forth above for resolving the grievance at STEP 1. A meeting between the Chief of Police and/or his designated representatives and the Grievance Committee of the UNION shall be held within seven (7) days after referral to the Chief of Police, to discuss the grievance. If not satisfactorily adjusted at this meeting, the Chief of Police shall give his written answer with specification of grounds within seven (7) days of the meeting.

Written submission of grievances at STEP 2 shall be in not less than triplicate, on forms to be agreed upon jointly and shall be signed by the representative of the UNION filing the grievances. If the grievance is adjusted at STEP 2 of the Grievance Procedure, the adjustment shall be noted on the grievance form and shall be signed by the Chief of Police or his representatives and the UNION representatives reaching the adjustment. If a decision satisfactory to the UNION at any level of the Grievance Procedure, is not implemented within a reasonable time, the UNION may invoke STEP 2 or STEP 3 of the Grievance Procedure, as the case may be. If the CITY exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the UNION may invoke the next step of the Procedure. The UNION shall be notified in writing of all grievances filed by employees covered by this Agreement, all grievance hearings and all determinations. It shall have the right to have a representative present at any grievance hearing and shall be given no less than forty-eight (48) hours notice, unless waived by the UNION.

STEP 3 - If the grievance is not resolved at STEP 2 within the time prescribed, the UNION may submit the grievance to the Mayor. Such submission must be made in writing within five (5) days after the expiration of the time set forth for a written answer from the Chief of Police. Said submission shall be submitted in writing to the Mayor by the employee and the UNION. A meeting between the Mayor and/or his designated representative and the Grievance Committee of the UNION shall be held within ten (10) days after referral to the Mayor to discuss the grievance.

11.02 Arbitration - If the grievance is not resolved at STEP 3, the UNION or the CITY may submit the grievance to Arbitration. Such submission must be made within thirty (30) calendar days after the expiration of the seven days referred to in STEP 2. Said submission shall be made to the American Arbitration Association in accordance with its rules and regulations and a copy thereof shall be given to the CITY by delivery in hand or by mail, postage prepaid, addressed to the Chief of Police or the UNION.

The Arbitrator shall be without power to alter, add to or detract from the language of this Agreement. He shall have no power to recommend or order any right or relief for any period of time prior to the effective date of this Agreement. He shall submit in writing his findings of fact and award within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter.

The decision of the Arbitrator shall be final and binding on both parties. The fees and expenses of the Arbitrator shall be shared equally by the parties. The appearance of any employee at the arbitration hearing shall not result in any loss of pay to said person. The scheduling of night officers whose appearance is required at the hearing shall be adjusted by the Chief of Police to permit said appearance.

ARTICLE XII
MANAGEMENT RIGHTS

12.01 Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Contract, the CITY has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Contract, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the CITY and direction of the working forces, including but not limited to the following:

A. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the CITY.

B. To establish or continue policies, practices and procedures for the conduct of the CITY business and, from time to time, to change or abolish such policies, practices or procedures.

C. To discontinue processes or operations or to discontinue their performance by employees.

D. To select and to determine the number and types of employees required to perform the CITY's operations.

E. To employ, transfer, promote or demote employees, or to lay-off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the CITY or the Department.

F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the CITY, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

G. To insure that related duties connected with Department operations, whether enumerated in job description or not, shall be performed by employees.

H. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the UNION or of discrimination against its members.

12.02 All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgement of the CITY, it can be done more economically or expeditiously otherwise.

12.03 The above rights, responsibilities and prerogatives are inherent in the Mayor and by virtue of statutory and charter provisions are not subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the Grievance Procedure described in this contract.

ARTICLE XIII
MANAGEMENT-LABOR MEETINGS

13.01 The CITY, through its Police Chief, shall meet with Officers of the UNION on one day per month or such other times as may be mutually agreed upon.

13.02 The purpose of said meetings shall be for the mutual exchange of opinions, ideas and discussion with respect to personnel policies and practices, matters affecting the implementation of the AGREEMENT, status of current and new projects, and other matters of mutual interest which may be agreed upon.

13.03 UNION Officers and representatives up to the number of four (4) shall suffer no loss of pay by reason of attendance at such meetings.

13.04 Effective upon ratification, the parties shall establish joint labor management committees consisting of two members from each party to explore improvement in the bereavement policy; the establishment of a Section 529 program for unit employees; and the availability of grant funds to defray the cost

of training and other police expenses. The committees shall report back to their principals by April 1, 2006 and the matters may then be taken up by negotiations between the parties.

ARTICLE XIV
NO STRIKE CLAUSE

14.01 No employee, nor the UNION, nor any officers thereof shall engage in, induce or encourage any strike (as defined in M.G.L. c.150E), walk out, work stoppage, sit down, slow down withholding of services, boycott, concerted absences or resignations.

Violations of the terms of this Article shall subject an employee to disciplinary action including discharge and should an employee process a grievance concerning his discipline, the only issue subject to the jurisdiction of the Arbitrator shall be the question of whether or not the employee, in fact, violated the provisions of this Article.

The CITY reserves the right to bring any action for a violation of this Article by means of the arbitration provisions set forth in this Agreement and/or by means of any other actions permissible by law.

ARTICLE XV
COURT TIME

15.01 An officer on duty at night or on vacation, furlough, or day off who, with the prior approval of the Chief of Police, attends the legal proceedings that are described below shall be entitled to compensation at the rate of time and one-half for all time during which he/she is either in attendance or travelling from or to the Police Station to or from such legal proceedings which time shall be computed in half hour segments.

A. Criminal proceedings as a prosecution witness or similar capacity, or prosecutor in a District Court, Superior Court or Federal Court, or before a State or Federal Grand Jury in matters arising out of the officer's duties as a Newton Police Officer;

B. As a witness in a non-criminal traffic moving violation hearing in the Newton District Court in matters arising out of his/her duties as a Newton Police Officer;

C. As a witness before the City of Newton Licensing Board;

D. As a witness before other municipal State or Federal Agencies in matters arising out of an officer's duties as a Newton Police Officer;

E. As a subpoenaed or summonsed witness in a civil court proceeding arising out of a motor vehicle accident or so-called domestic relations incident in which the officer is called to testify concerning matters arising out of his/her duties as Newton Police Officer;

F. In matters in which the Officer is requested or subpoenaed to testify by the City of Newton. Police Officers will not be compensated for their appearance in any other civil, criminal or similar matters except with the approval of the Chief of Police. Hours of attendance must be verified by a ranking officer under the pains and penalties of perjury.

15.02 Officers will receive no less than four (4) hours pay at time and one-half for appearances in such legal proceedings. If any attendance or appearance occurs on a holiday or falls on an officer's day off or during his/her vacation, the officer shall receive pay due him/her under this paragraph in addition to any other pay, if any, due him/her under the holiday or vacation provisions of this AGREEMENT. Court time will not be recorded on the equal distribution of overtime list.

ARTICLE XVI
HEALTH AND SAFETY

16.01 The CITY will ensure that the working environment, including but not limited to the air quality, for its employees within all buildings under its control is safe and healthy. If any conditions are brought to its attention which compromise the safety or health of its employees, the CITY will immediately take all measures to remedy such conditions.

16.02 Recognizing that police work is inherently dangerous, the CITY will immediately take all reasonable steps to protect the safety of its employees in the performance of such work.

16.03 The UNION may establish a Safety Committee of no more than four (4) members. The Committee shall meet with the Chief of Police or his designated representative for a mutual exchange of opinions, ideas, and discussions concerning the safety and health conditions of the Department. Such meetings shall take place periodically, but at least once every three (3) months upon the specific request of the UNION in writing.

16.04 The work force shall be instructed by the CITY in the avoidance of bacterial, viral, or chemical agents in the work place, and the means by which such exposure to these agents should be treated.

16.05 Optional vaccination (including follow-up testing) and other preventative measures against hepatitis and other diseases which may be contracted in the performance of duty will be provided to the employees at no cost. Officers who do not wish to be vaccinated may be required to sign a statement to that effect.

ARTICLE XVII
STABILITY OF AGREEMENT

17.01 No amendment, alteration or variation of the terms or provisions of this AGREEMENT shall bind the parties hereto unless made and executed in writing by the parties hereto.

17.02 The failure of the CITY or the UNION to insist, in any one or more situations, upon performance of any of the terms or provisions of this AGREEMENT, shall not be considered a waiver or relinquishment of the right of the CITY or of the UNION to future performance of any such term or provisions, and the obligations of the UNION and the CITY to such future performance shall continue.

ARTICLE XVIII
SEVERABILITY

18.01 If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XIX
GENERAL

19.01 The parties acknowledge that during negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this AGREEMENT.

19.02 Therefore, the CITY and the UNION, for the duration of the term of this AGREEMENT, or any extension thereof, each voluntarily and without qualification waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this AGREEMENT, or with respect to any subject or matter not referred to specifically or not covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

ARTICLE XX
WAGES

20.01 The compensation schedule is attached as Appendix A hereto.

20.02 Night Shift Differentials - Effective July 1, 1997, Night Shift Differential shall be paid as follows: Police Officers scheduled to work the nights shifts' first half tour of duty and last half tour of duty shall receive a shift differential of eight percent (8%). This shall be paid for scheduled night tours when the police officer is on a paid leave of absence. Night shift differential shall not be used in calculating overtime. Police officers regularly scheduled to work shifts eligible for shift differential shall be entitled to shift differential when assigned to participate in training during day shifts.

20.03 It is agreed that in the computation of retroactive pay under this AGREEMENT, the increased daily rate as a result of an increase in salary will be reflected in the retroactive computation for the payment of holidays, overtime and court time.

20.04 Any increase in wages or economic benefits provided in this AGREEMENT are subject to the appropriation of funds by the Newton Board of Aldermen.

20.05 Each employee will be paid a weekly salary amount as agreed to between the CITY and the UNION. The annual amount will be the weekly amount times the number of weeks per year. (E.g., 365 days = 52.143 weeks and 366 days = 52.286 weeks).

20.06 Computation of Day's Pay - A day's pay for the computation of holidays under this contract will be 1/4th of a week's pay (ten (10) hours' pay). A day's pay for all other computations of this contract involving a day's pay such as court time, overtime, retirement and death benefits, will be 1/5th of a week's pay (eight (8) hours' pay).

20.07 Longevity - Any full time employee covered by this Agreement who shall have completed the following requisite number of years of continuous employment with the CITY by June 1st of any year shall be entitled to receive an annual non-cumulative longevity payment in the following specified amounts for that calendar year:

Years of Continuous Employment	Longevity Pay
Between 10 and 14 years	$475

Between 15 and 19 years	$575
Twenty or more years	$675

Effective July 1, 2005, Longevity increments shall be as follows:

Years of Continuous Employment	Longevity Pay
Between 10 and 14 years	$550
Between 15 and 19 years	$650
Between 20 and 24 years	$975
Twenty-five or more years	$1075

20.08 Payments will be made on the anniversary date of employment of each employee. In the event that an eligible employee shall retire, resign or decease in the course of a year in which he/she would have been entitled to such longevity payment, he/she shall receive a proportionate share of the longevity payment based on the number of full calendar months he/she was actually an employee of the CITY during that calendar year, payable on the payment date following such event.

20.09 Defibrillator Stipend- An annual stipend shall be paid for the defibrillator training. The CITY will provide initial training on the defibrillator for all Patrol Officers annually. In consideration of such annual training, each Patrol Officer shall be paid an annual defibrillator stipend in a separate check on the second payday in February of each year in the amount of $425.

In the event that an eligible Patrol Officer should retire, resign or die before the first pay day in February in any contract year in which he/she would have been entitled to such defibrillator stipend, he/she would have been entitled to such defibrillator stipend, he/she (or his/her estate) shall receive a proportionate share of the annual defibrillator stipend for that contract year based upon the number of full calendar months he/she was actually an employee of the CITY during that contract year, payable on the first pay date following such an event.

Upon completion of the full recruit training requirements of the Massachusetts Criminal Justice Training Council and being sworn in as a Newton Police officer, employees will receive a pro-rated defibrillator stipend for

the calendar year in which they are sworn in, provided that they have completed defibrillator training before being sworn in. If such employees did not receive defibrillator training before being sworn in, the Department shall provide such training within thirty (30) days after the swearing in of such employees, and such employees will be eligible for the pro-rated defibrillator stipend for that calendar year upon the completion of such training. The stipend shall be pro-rated based upon the relationship between the number of weeks remaining in the calendar year after the completion of defibrillator training and/or swearing-in, whichever comes later, and the number of weeks (52) in a calendar year. All payments required hereunder shall be made on or about December first of each calendar year in a separate check. In every year thereafter, such employees will enjoy the full defibrillator stipend upon the same terms and conditions as all other officers. This paragraph shall apply only to new recruits and does not, in any way, set a precedent for any other situation and cannot be used as a precedent in any other matter.

20.10 Technology Differential- Effective July 1, 2003, the CITY will pay each officer covered by this AGREEMENT a technology differential in the amount of $1,215. This differential is designed to compensate officers for conversion to a computerized reporting system and other related technological innovations. It will be paid to each officer in a separate lump sum check on the last payroll in January of each year. Any Officer who enters the bargaining unit or resigns or retires after the last payroll in January of any year, and the estate of any officer who dies after the last payroll in January of any year, shall be paid a prorated differential on the last payroll of January in the next year based on the number of months, or portions thereof, each such officer was employed in a bargaining unit position in the twelve month period between the last payroll in January of the first year and the last payroll in January of the next year. The technology differential shall be included in the officers' regular compensation for the purposes of computing their retirement benefits under Massachusetts law.

Computer training shall be provided to each officer through a one-time two-hour training block to be conducted on an overtime basis. Such training shall be conducted for officers entering the bargaining unit within thirty (30) days of such entry.

20.11 Wage payments, excluding contractual stipend payments, shall be paid through direct deposit for officers hired after January 1, 2006.

20.12 Training Differential – Effective in calendar year 2006, employees shall receive annually a training differential in the amount of Three Hundred Dollars ($300). This differential shall constitute regular compensation for purposes of retirement. Effective in March of 2007, this differential shall be increased to Five Hundred Dollars ($500). Payment of the training differential shall be made on the second pay period in March of each year beginning with the March 2006 payment.

Effective January 1, 2006, training customarily done on an officer's scheduled day off may be conducted on an employee's regular duty time. Patrol Bureau training under this provision will generally be conducted so that staffing is not reduced below minimum levels for the Patrol Bureau. When staffing in the Patrol Bureau is at minimum levels, the Department may take one officer off the street for one hour of training at any one time. In all cases where the Department conducts training on an officer's scheduled day off, he/she shall be paid for all hours of such training at the rate of time and one-half. The Department shall exercise its best efforts to secure grant funds for training purposes.

ARTICLE XXI
FAIR PRACTICES

21.01 As sole collective bargaining agent, the UNION will continue its policy of accepting into voluntary membership, all eligible persons in the UNION. The UNION will represent equally all persons without regard to membership, participation in or activities of the UNION.

21.02 The CITY agrees that it shall not discriminate against any employee because of his/her activity or membership in the UNION or because of his/her non-membership in the UNION.

21.03 The CITY further agrees that there will be no discrimination against any member of the Bargaining Unit for his adherence to any provision of the Agreement.

21.04 The parties agree that they must comply with all applicable employment statutes and regulations and, therefore, the provisions of this AGREEMENT shall be administered subject to the requirements of State and Federal law, regulations or policy.

ARTICLE XXII
LEAVE OF ABSENCE WITHOUT PAY

22.01 Leave of absence for limited period not to exceed ninety (90) days may be granted for any reasonable purpose, and such leave may be extended or renewed for any reasonable period. Reasonable purpose in each case must be agreed upon by the UNION and the Chief.

ARTICLE XXIII
RETIREMENT AND DEATH BENEFITS

23.01 Whenever an employee is terminated by retirement under the General Laws of the Commonwealth of Massachusetts or death, without his/her having exhausted his/her accumulated special leave, he/she, or in the case of his/her death, his/her estate, shall be paid at the regular rate of compensation payable to him/her at the time of such retirement or death, an amount equal to sixty (60%) percent of such accumulated special leave; provided, that no payment under this Article shall exceed six thousand dollars ($6,000.00).

23.02 A patrol Officer's "regular Compensation" for the purpose of computing his/her retirement benefits, in accordance with the provisions of M.G.L. c. 32 and the regulations thereunder, shall include his/her annual salary as set forth in Appendix A; his/her night shift differential as set forth in

Section 20.02; his/her holiday pay as set forth in Sections 9.01 and 20.06; his/her longevity pay as set forth in Section 20.07; his/her educational incentive pay as set forth in Article XXVI; his/her defibrillator stipend as set forth in Section 20.09; his/her annual clothing allowance as set forth in Section 5.02; his/her annual cleaning allowance as set forth in Section 5.05; his/her annual technology pay as set forth in Section 20.10; his/her annual training differential as set forth in Section 20.12; and any form of compensation that is permitted by the applicable state law or the regulations that have been or are issued thereunder.

ARTICLE XXIV
MEDICAL AND DENTAL INSURANCE

24.01 Medical Insurance - The CITY will continue to provide the current Group Health Coverage Plans with the existing level of benefits, including the modifications in the Flexible Spending Program, the amount of the co-payments for prescriptions and for doctor's visits that are described in Appendix B and modified in Attachment A thereto, both of which are attached hereto. The CITY will pay eighty percent (80%) of the premiums due thereon. The CITY may provide additional group health plans and, if it does, it will pay the same eighty percent (80%) of the premiums for any such additional group health plans as it pays for the current Group Health Coverage Plans.

24.02 Dental Insurance - The CITY will provide the group dental plan described in Appendix B hereto and will pay 50% of the premiums due thereon.

24.03 Canadian Purchase of Prescription Drugs – The CITY has come to agreement with the UNION that allows the CITY and the UNION to share in the savings that may be derived from using a Canadian purchase of prescription drugs beginning in the 2004-2005 contract year. In addition, the CITY may continue to seek other alternative sources for prescription drugs and make those sources available to employees on a voluntary basis upon at least two weeks notice to the UNION.

ARTICLE XXV
VACATION BENEFITS

25.01 The following vacation policy is established by the Ordinances of the City of Newton and by State Law.

25.02 Employees having thirty weeks (30) of employment, in the aggregate, in the twelve month period preceding June 1 will be eligible as of June 1 for two weeks of vacation to be used in that calendar year. Employees having less than thirty (30) weeks but at least fifteen (15) weeks of employment during the twelve month period preceding June 1 will be eligible as of June 1 for one day of vacation for each five weeks worked. Newly hired employees having six months of employment as of December 1 of that calendar year in which their employment commenced, and who are not otherwise eligible for vacation in that calendar year, will be eligible as of December 1 for one week of vacation to be used in that calendar year.

25.03 Effective January 1, 1992, employees will be entitled to the following vacation time on account of longevity.

On anniversary date after 5 years . . . . . 3 weeks total
On anniversary date after 10 years . . . . 4 weeks total
On anniversary date after 20 years . . . . 5 weeks total

25.04 Provided that an employee is eligible for a regular vacation, he/she will be entitled to an additional week of vacation in the calendar year in which the anniversary date is reached and this additional week of vacation must be used before the end of that calendar year. If the employee reaches his/her anniversary date in the last full week of November or in the month of December, he/she will be deemed to have reached his/her anniversary date, for vacation purposes, as of November 1, so that he/she can take an additional week during the full two month period of November and December.

25.05 Effective January 1, 2002, the summer vacation schedule shall run from Memorial Day through the Sunday before Labor Day.

25.06 Officers shall have the option of carrying over up to five (5) vacation days from one calendar year to the next provided that any such days are taken by March 31st of the following year.

ARTICLE XXVI
EDUCATIONAL INCENTIVE PAY

26.00 The CITY agrees to make educational credit payments in the manner and under the terms, limitations and conditions hereinafter set forth:

26.01 Educational credits earned as of June 30, 1981 and for which Police Officers were receiving annual payments shall hereafter be paid for at the rate of $17.00 per annum per hourly credit.

26.02 All officers who, as of June 30, 1981, were receiving annual payments in recognition of their obtaining certain college degrees shall henceforth be paid, for degrees in Computer Science, Public Administration, Management, Sociology, or Psychology, at the annual rate of:

Associate's Degree	$1,600.00
Bachelor's Degree	$2,100.00
Master's Degree	$2,500.00

For degrees in Criminal Justice or Law Enforcement employees shall be paid at the annual rate of:

Associate's Degree	$1,900.00
Bachelor's Degree	$3,600.00
Master's Degree	$4,500.00

However, any officer who is enrolled or enrolls in a Bachelor's Degree program in Computer Science, Law Enforcement, Public Administration, Management, Sociology, Psychology, or Criminal Justice and completes 60 credits towards such a degree will be considered to have earned an Associate's Degree and will be paid therefore at the rate stated above.

26.03 Credit payments being paid as of July 1, 1981 shall be frozen at that level until such time as an employee receives an applicable degree in Computer Science, Law Enforcement, Public Administration, Management,

Sociology, Psychology or Criminal Justice and the earned credits are incorporated into the payments for said degrees, which will then be due and payable.

It is understood that there will be no payment for educational credits as such earned after June 30, 1981.

26.04 Effective July 1, 1981 educational credit payments will be paid to newly appointed Police Officers only for an Associate's, Bachelor's, or Master's Degree in Computer Science, Law Enforcement, Criminal Justice, Public Administration, Management, Sociology, or Psychology at the rates set forth above in s. 26.02.

26.05(a) The Educational Incentive Program set forth in this Article shall be administered by a Police Educational Committee of three (3) consisting of the Chief of Police or his designee, an appointee of the Mayor who shall serve at his will, and an appointee of the UNION.

(b) All officers desiring to pursue college courses for credit and compensation shall submit a request for approval to enroll in such courses to the Police Education Committee before the commencement of the semester. An Officer's request shall include the courses which the Officer chooses to take and a summary of the content of such courses including the number of hours and the name of the school. Officers shall be compensated for courses only if, (1) they have requested and received prior approval for enrollment in such courses from the Committee, and, (2) upon successful completion of such course or courses, have submitted a certified copy of the college transcript of the grade or grades for review and approval by the Committee. In order for a credit to be approved for compensation, the Mayor's appointee must vote in the affirmative. Only courses at accredited colleges or universities may be approved.

(c) All payments required hereunder shall be made on or about December first of each calendar year in a separate check.

26.06(a) All regular, full time members of the bargaining unit who have or obtain an associate's degree, a bachelor's degree or a master's degree in criminal justice through a college or university that is approved by the Massachusetts Board of Higher Education, or a law degree from a law school that is New England Association of School and Colleges accredited or approved by the Massachusetts Board of Higher Education, under General Laws Chapter 41, Section 108L (the Quinn Bill) shall be entitled to educational incentives from the City. Such educational incentives shall be in amounts no less than 10% of regular weekly compensation for an associate's degree, 20% of regular weekly compensation for a bachelor's degree and 25% of regular weekly compensation for a master's degree or a law degree (upon passage of the Massachusetts bar examination). For purposes of this educational incentive provision, an employee who earns sixty (60) credits toward a bachelor's degree shall be deemed to hold an associate's degree.

(b) Although the City may apply to the Commonwealth of Massachusetts for reimbursement of its payments under this provision to the extent allowed under the Quinn Bill, the failure of the Commonwealth to reimburse the City for any or all of the amounts requested by it shall not diminish the City's obligation to pay 100% of the benefits set forth herein. Further, such obligation shall continue in full force and effect as an independent contractual commitment of the City notwithstanding any amendment or repeal of the Quinn Bill and/or a rescission of the Quinn Bill by the City, if any, or any other action that diminishes the benefits available to officers or the City under the Quinn Bill. Further, it is the intention of the City and the Union that, as a matter of contract, all members of the bargaining unit, regardless of date of hire by the City, shall

receive 100% of the benefits set forth herein, any provision of the Quinn Bill to the contrary notwithstanding.

(c) Employees who receive payments under this section shall not be eligible for and shall not receive educational incentive payments under any other section of this Article.

(d) Employees who anticipate receiving a qualifying degree, or a change in the level of an existing qualifying degree, shall notify the City of their anticipated degree by December 15, of the prior year.

(e) If for any reason the Massachusetts Board of Higher Education declines to certify, and/or no longer certifies, institutions, programs or credits for purposes of qualifying any employees for educational incentives under c. 41, s. 108L, the City shall so credit employees with qualifying educational credits upon completion of degree programs at any public or private colleges or universities that are the same or similar to degree programs previously qualified by the Board of Higher Education and shall pay such employees the educational incentives for which they so qualify as set forth above. Under no circumstance shall an employee receive benefits for any program which grants credits for the following: life experience; courses taught by instructors lacking appropriate educational degrees; and courses lacking appropriate concentration on academic and scholarly research.

26.07 A Quinn Bill eligible Associate's Degree shall be an eligibility requirement for all new hires after the effective date of this Agreement.

ARTICLE XXVII
EXCEPTIONAL SERVICE RECOGNITION PLAN

The following Exceptional Service Recognition Plan shall be made available to all otherwise eligible members of the bargaining unit upon the completion of their 20th year of employment in the Newton Police Department. Excluded from the computation of years of employment shall be any service in any police department of a municipality or governmental unit other than Newton, any employment by the City of Newton other than in the Police Department and any time in excess of six (6) consecutive months spent on a break in active service; however, in the event that an employee returns to active service after such a break in service of more than six (6) consecutive months, both his/her pre-break and post-break active service shall be included in the computation of his/her years of employment in the Newton Police Department. Any such officer shall be eligible to receive an Exceptional Service Recognition Plan increment in the percentage amount of his/her total annual compensation for any period of three (3) consecutive years during his/her employment in the bargaining unit as set forth in paragraph 1 below. Said increments are also subject to the conditions set forth in paragraphs 2-11 below:

1. Effective July 1, 2002, all Exceptional Service Increments shall be in the amount of 8% of the officer's total annual compensation as defined in Article 23.02 of the collective bargaining agreement.

2. In order to qualify for participation in this Plan, an officer (a) must have at least twenty (20) years of active service in the Newton Police Department as defined above; (b) and he/she must have accumulated at least one hundred and fifty (150) days of unused special leave as of the date on which his/her participation in the Plan begins.

3. The officer must give written notice to the chief or his designee of his/her intent to access the Exceptional Service Recognition Plan prior to September 1st of the fiscal year prior to the start of the fiscal year in which the officer wishes to begin receiving benefits under the Plan so that it can be included in the budget for that fiscal year. The written notice shall specify the

date on which the officer wishes to begin receiving benefits under the Plan. However, in the first year only in which this Plan takes effect this notification date shall be sixty (60) days after the ratification of the contract settlement of which this Plan is part.

4. The Exceptional Service Recognition benefit shall be included in each participating officer's weekly paycheck except as otherwise specified herein.

5. Once the three (3) year period for receiving benefits under the Exceptional Service Recognition Plan has been completed, the benefit payments thereunder shall terminate and the officer will revert to the salary level that he/she would otherwise be at under the terms of the collective bargaining agreement that is then in effect.

6. The effective date of the Exceptional Service Recognition Plan shall be July 1, 2002. The maximum number of officers who will be eligible to begin their participation in the Plan during its first fiscal year commencing July 1, 2002 shall be twelve (12). In the second fiscal year commencing July 1, 2003, the maximum number of officers who will be eligible to begin their participation in the Plan shall be eleven (11). Thereafter, officers who will be eligible to begin their participation in the Plan during that or any subsequent fiscal year will be ten (10).

7. If there are more qualified applicants who give written notice of their intent to begin their participation in the Plan during any given contract year than the applicable number that is specified in the preceding paragraph, the determination of which applicants will be eligible to begin their participation in any such contract year shall be based solely upon their total seniority in the Newton Police Department. The Chief of Police shall inform each applicant whether he/she has been accepted into the Plan no later than 30 days after the September 1st deadline.

8. Notwithstanding the order of preference that is specified in the preceding paragraph, any applicant whose application for participation in a previous year was not accepted because of the limitations that are set forth in

paragraphs 7 and 8 shall be given first preference for participation in the Plan the next time that he/she applies for such participation. If any accepted participant in the Plan retires before the end of any fiscal year, that slot may also be filled for the remainder of that fiscal year by the most senior applicant for participation during that fiscal year whose application for participation was not accepted because of the limitations that are set forth in paragraphs 7 and 8.

9. If a participating officer should be placed on disability retirement or should die at any time during the three year period during which he/she is eligible to receive benefits under the Exceptional Service Recognition Plan, he/she or his/her estate shall receive the full payment under this Plan for the remainder of that fiscal year only.

10. If any participant in the Plan uses more than nine (9) special leave days for non-occupational illness or injury during any fiscal year in which he/she is a participant in the Plan, he/she shall be terminated from any further participation in the Plan. However, any such days of absence that are attributable to a serious health condition as defined on page 4 of the Form WH-380 issued by the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor, as revised in December, 1999, shall not be included in the computation of the Plan Participant's sick leave utilization for the purposes of this paragraph. A copy of page 4 of the said Form WH-380 is attached hereto and made a part hereof as Appendix C. In addition, the CITY's Director of Human Resources shall have the authority to exempt from the foregoing computation of a Plan Participant's sick leave utilization any other such days which do not fall within the Department of Labor's aforesaid definition of a Serious Health Condition but which, in the sole discretion of the Human Resources director, nevertheless warrant such exclusion because of extenuating circumstances.

ARTICLE XXVIII
SPECIALTY ASSIGNMENTS

28.01 Officers assigned to the following classifications shall be deemed specialists and shall be paid the stipend set out next to such classification.

28.02 The Chief may add or delete classifications at his discretion. He shall give the UNION one (l) week's written notice during which time the UNION representative may discuss the changes with him.

28.03 Classifications and Stipends:

Administrative Aide – Chief's Office	$1,000 per year
Traffic Officer	$0
Detective	$0
Special Communications Officer (3)	$2,662 per year
Animal Control Officer (1)	$940 per year
Animal Control Officer (2)	$720 per year
Property and Evidence	$300 per year
Supply/special Services Officer	
Community Services Officer	$1,000 per year
Youth Officer	
Safety Officer	
Dare Officer	
Police coordinator	$19.22 per shift
Chief Photographer	$600 per year

28.04 After January 15, 2000, no unit member represented by the UNION shall be utilized to perform the duties of call taker. This will not prevent the CITY from assigning unit members to handle telephones during emergencies of a non-recurring nature (e.g., major storms, power outages, and the like). In that circumstance, an effort will be made to make the assignment from among the officers present in inverse order of seniority.

28.05 There shall be no fewer than three (3) Special Communications Officers appointed at any given time. The Special Communications Officers will work a schedule of 5 days on and 2 days off. They will be alternately scheduled on day shifts and first half shifts. Each Officer shall receive night differential for all hours paid on a weekly basis, regardless of his/her schedule during a particular week. Special Communications Officers shall report to the Director of Information Technology Services, but may address concerns regarding personnel

matters to the Superintendent of Police in the event that such matters are not resolved through interaction with the Director.

ARTICLE XXIX
DRUG AND ALCOHOL ABUSE POLICY

29.01 Purpose - The purpose of this policy is to provide all members of the bargaining unit with notice of the provisions of the Newton Police Department's drug and alcohol testing program. It is the policy of the Newton Police Department that a drug and alcohol free police force must be maintained at all times and that this requirement justifies the use of a reasonable employee drug and alcohol testing program. The use of non-prescribed controlled substances as defined in Chapter 94C of the Massachusetts General Laws and other forms of drug and alcohol abuse seriously impair an officer's physical and mental health, and thus, his/her job performance. Therefore, in order to ensure the integrity of the Newton Police Department's officers and to preserve public trust and confidence in a fit and drug and alcohol free police force, there shall be a testing program to detect inappropriate drug and alcohol use and, under appropriate circumstances, to provide for the rehabilitation of any such officer.

29.02 Authorized Use of Prescribed Medications - Any officer who is undergoing medical treatment with any prescribed drug(s) may, at his/her option, report this information to his/her supervisor, and a determination will be made as to that officer's ability to perform his/her regular duties while taking such medication.

29.03 Prohibited Conduct - The following conduct by any officer is prohibited:

A. Unauthorized use, possession, manufacture, distribution, dispensation or sale of a non-prescribed controlled substance, illegally used drug, drug paraphernalia, or alcohol on Department property, on Department business, in Department supplied vehicles, in vehicles being used for Department purposes, or

during working hours; neither this section nor Section B is intended to be applicable to unopened containers of alcohol in an officer's private vehicle which has been purchased for the officer's off duty consumption;

B. Unauthorized storage in a desk, locker, automobile or other repository on department property of any illegally-used drug, non-prescribed controlled substance, drug paraphernalia, or alcohol subject to the aforesaid exception in Section A;

C. Being under the influence of a non-prescribed controlled substance, of an illegally used drug, or alcohol on Department property, on department business, in Department supplied vehicles or vehicle being used for Department business or during working hours;

D. Possession, use, manufacture, distribution or sale of illegally-used drugs or non-prescribed controlled substances while off duty;

E. Switching or adulterating any breath, blood, urine, hair or other test sample;

F. Refusing consent to testing or refusing to submit a breath, urine, blood, hair or other test sample for testing where and when expressly required under this policy;

G. Failing to adhere to the terms of any rehabilitation agreement which the officer has signed provided that he/she has been given an opportunity to consult with legal counsel and/or a Union representative before signing same;

H. Refusing to sign a rehabilitation agreement provided he/she has been given an opportunity to consult with legal counsel and/or a Union representative.

29.04A <u>Testing Procedure</u> -

A.1. The Chief of Police, or his designee in the Chief's absence, may require that an officer submit to a drug and/or alcohol screening test forthwith

to detect the presence of non-prescribed drugs, illegally-used drugs, alcohol or non-prescribed controlled substances for the reasons listed in paragraphs 29.04, B.1 to B.5. The officer being tested may, at his/her option, be accompanied by a Union representative while the screening test is being administered, provided that the taking of the test is not delayed thereby.

A.2. The officer may initiate a review of the Chief's directive in the case of a drug screening test. Failure of the officer to initiate the review immediately shall be deemed a waiver of this right. When the review procedure has been initiated, the Chief's directive shall be reviewed by a committee of three, comprised of either the Chief's Administrative Assistant or the Internal Affairs Officer appointed by the Chief, one officer appointed by the Union, and the CITY's Director of Personnel. The review shall be conducted and concluded within twenty-four (24) hours of the time the Chief required the test sample, or as soon thereafter as is practicable.

A.3. If the Review Committee concludes that the drug screening test is warranted, such testing shall be conducted immediately. If the Review Committee finds that the test is not warranted, the sample shall not be tested and shall be destroyed. The decision of the Review Committee shall be final and binding upon the parties and not subject to the grievance and arbitration provisions of this Agreement.

A.4. Only a laboratory certified by the United States Department of Health and Human Services under its Mandatory Guidelines for federal workplace drug testing programs will administer all drug and alcohol tests. The drug screening test will be an immunoassay screen (i.e., "EMIT") with all positives tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology.

A.5. There will be a chain of custody process that directly follows a specimen from initial collection through final testing to ensure that the specimen's security, proper identification, and integrity are not compromised.

A.6. Employees will not suffer any loss of pay or benefits during the testing process.

A.7. An original non-tested sample will be given to the officer upon request made at the time the sample is provided.

A.8. Positive Test Results - The presence of greater than 0.04 alcohol content in the blood, or a verified positive drug test for illegally-used drugs, non-prescribed drugs or non-prescribed controlled substances shall be considered a violation of this policy. An "illegally-used drug" is defined as the ingestion of prescribed or over-the-counter medication in amounts beyond the prescribed or recommended dosage, or taken after the prescribed period of time.

A.9. All drug tests will be reviewed and interpreted by a qualified physician (Medical Review Officer" or "MRO"). The MRO will review and interpret all positive results before they are reported to the Chief. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a review of the officer's medical history, the officer's medical records, and any other relevant biomedical factors. The MRO will make reasonable attempts to contact the officer and to conduct an interview to determine if there is an acceptable, alternative medical explanation for the positive result.

A.10. The screening test of the officer shall be administered by the City Physician, the Nurse Practitioner, or the City Physician's designee in accordance with this policy for drug and alcohol testing and provided that the person administering the test has been properly certified, trained or is otherwise qualified to administer that particular test.

A.11. The results of the drug screening test shall be given to the Chief of Police and to the officer.

B. Reasons for Testing

Officers will be required to take a drug/alcohol test as a condition of continued employment in order to ascertain prohibited drug/alcohol use, only as provided below:

B.1. If there is a reasonable suspicion of a supervisor that an officer is or has been using drugs or alcohol in violation of this policy. "Reasonable

suspicion" is something more than a hunch but less than probable cause. It means a reasonable individualized suspicion, which is articuable, that the officer violated this policy. It must be based upon specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead a reasonable person to suspect that the officer is or has been using drugs and/or alcohol in violation of this policy.

Examples of "reasonable suspicion" may include, but are not limited to, the following:

(a) Observable phenomena, such as direct observation of on-duty alcohol use or possession and/or direct observation of on-duty use or possession of any non-prescribed drugs or illegally used drugs, and/or the on-duty display of behaviors which appear to be indicative of the use of any such drugs or alcohol and are not attributable to other factors;

(b) A pattern of abnormal conduct or erratic behavior while on duty (slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, etc. or deteriorating work performance, including but not limited to, frequent absenteeism, excessive tardiness, or frequent accidents not attributable to other factors;

(c) Newly discovered evidence that the officer has tampered with a prior drug/alcohol test;

(d) Repeated or flagrant violations of the Department's rules and procedures which are determined by a supervisor to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug and/or alcohol abuse.

The above examples are not all inclusive, but are intended to be illustrative.

B.2. When an officer is offered any promotional position, i.e., Sergeant, Lieutenant, and/or Captain, as a pre-promotional condition.

B.3. When an officer is offered certain specialist assignments, as a pre-assignment condition. The specialist assignments subject to pre-appointment drug screening are: Administrative Aide(s) to the Chief; Community Service Officer(s); Detective(s); Internal Affairs Officer(s); Traffic Officer(s); Youth Officer(s).

B.4. Subsequent to any significant vehicular accident involving a vehicle which is being operated by an officer while on duty.

B.5. Subsequent to any serious, unsafe practice or incident (such an incident includes the unplanned, unexpected and unintended discharge of a firearm) which occurs while the officer is on duty.

29.05A Consequences of a Positive Test

A.1. A positive test in violation of this policy or any other violation of this policy will result in disciplinary action in accordance with the Department's disciplinary procedures subject to the conditions set forth below.

A.2. Discipline for any violation of this policy means any permitted disciplinary action up to and including termination of employment.

A.3. Discipline for any officer who tests positive for alcohol shall, where there is no independent violation of Department rules other than being under the influence of alcohol, be in accordance with the following schedule:

(a) For the first such offense - a Rehabilitation Agreement shall be developed and signed and the officer shall be suspended for up to a maximum of five (5) days.

(b) For the second such offense - a further Rehabilitation agreement shall be developed and signed and the officer shall be suspended for up to a maximum of thirty (30) days.

(c) For the third such offense - the officer shall be disciplined up to and including termination of employment.

(d) If, following the first offense of testing positive for the presence of greater than .04 alcohol content in his/her blood, there is no further such offense by the officer for a

period of three (3) years from the date of the first such offense, the first offense shall be removed from his/her record and any subsequent such offense thereafter will be deemed to be a first such offense for the purpose of this progressive disciplinary procedure. However, if a second such offense should occur within three (3) years of the first such offense, then both offenses shall remain in the officer's record permanently.

(e) After the completion of any Rehabilitation Program that is a part of any Rehabilitation Agreement provided for hereunder, an officer shall be subject to unannounced follow-up testing for three (3) years following his/her return to full duties. There shall be a maximum of six (6) such unannounced follow-up tests during any twelve (12) month period; however, this limitation shall not be applicable to any alcohol test that is administered for reasonable cause pursuant to this policy. If any such follow-up test yields a positive result, the officer shall be immediately subject to further disciplinary action in accordance with this policy.

A.4. Officers shall retain their Civil Service rights, as provided in G.L. c. 31, and their contractual rights under Article XXXII, Just Cause in connection with any disciplinary action that may be taken against them pursuant to this policy. However, as well, all other aspects of this policy are subject to the contractual grievance and arbitration procedure except as provided in Section 28.04 A.3.

A.5. Positive Drug Screen- An employee testing positive for drugs will be given one opportunity for rehabilitation and shall continue to receive health insurance benefits during the rehabilitation period under the same terms and conditions as all other members of the bargaining unit. An officer may be terminated upon the occurrence of a second positive drug test.

29.06 Assistance Programs - The Department shall, in addition to taking any disciplinary actions, refer any officer who is found in violation of this policy to the Employee Assistance Program for assessment, counseling, and referral for treatment or rehabilitation, as appropriate.

29.07 Voluntary Assistance - Disciplinary action will not be imposed for an employee who volunteers for drug or alcohol testing prior to being identified through other means or who obtains counseling or rehabilitation voluntarily through the Employee Assistance Program and thereafter refrains from using illegal drugs or alcohol.

ARTICLE XXX
CIVILIAN COMPLAINTS

30.01 The CITY agrees that an employee who is the subject of any investigation or inquiry arising out of a civilian complaint shall, prior to any interview, be appraised in writing of the following information; the date and nature of the complaint, including but not limited to sufficient information of knowledge of the extent of the complaint, in order to allow the employee to adequately respond to said allegations. For the purpose of this section, a complaint against a police officer is one which alleges wrongful or improper conduct towards the complainant or a member of his/her family or which occurred in the presence of the complainant which, in the opinion of the Chief of Police or his designee, warrants an explanation or written report by the Officer.

30.02 Employees have the right to request the presence of a UNION representative at any investigatory interview which the employee reasonable believes there might be disciplinary action and also during any other stage of disciplinary proceedings.

30.03 Employees also have the right to request the presence of a UNION representative at an investigatory interview not conducted by the CITY where the employee reasonably believes that the interview might result in disciplinary action. When the CITY has notice that (a) such an interview is being conducted, or will be conducted, and (b) the employee has requested the presence of a

UNION representative, the CITY shall notify the Association President, or, if the President is not available, another UNION representative. If on duty, the Association President or a designee shall be released without loss of pay or benefits to consult with the employee and attend any such interview. If the release of an on-duty representative would compromise public safety, the Association agrees to cooperate by sending an off-duty representative.

ARTICLE XXXI
INDEMNIFICATION

31.01 In the event that an application for a criminal complaint is made against a police officer or a police officer is charged with committing a criminal offense arising out of the performance of said officer's authorized duties on behalf of the City of Newton, said officer shall as soon as he/she is given notice thereof, notify the City Solicitor and the Chief of Police in writing of said application or charges. The City Solicitor will inform said officer whether or not he will represent him/her in the criminal matter. In the event that the City Solicitor determines not to so represent said officer; said officer shall retain counsel by selecting one of the attorneys listed in Appendix D attached hereto. In the event that said officer is ultimately found not guilty of said criminal charges in a court of law or if said charges are dismissed by a court of law or by an authorized clerk or magistrate of such court and the officer in the opinion of the Chief of Police is not subject to disciplinary proceedings, then the CITY will reimburse the Police Officer for his/her legal fees in an amount not to exceed One Thousand Dollars ($1,000).

Any officer choosing to select an attorney outside of the list contained in Appendix D may do so. However, in such event, he shall be ineligible for reimbursement of any legal fees pursuant to this Agreement. This Agreement shall be applicable to criminal complaints and applications for criminal complaints filed on or after June 1, 1988.

ARTICLE XXXII
JUST CAUSE

No employee, who has completed his/her probationary period, shall be disciplined or discharged without just cause. The filing of a grievance by any employee contesting any discipline or discharge shall constitute an election of remedies which will automatically bar the filing of an appeal by such employee to the Civil Service Commission under Chapter 31, or to the Retirement Board under Chapter 71, dealing with the same matter.

ARTICLE XXXIII
TIME OFF FOR UNION BUSINESS

The following provisions shall govern the granting of time off for union business to on-duty officers of the UNION and members of the UNION's Executive Board:

1. Collective bargaining meetings with the City, including mediation sessions and/or arbitration sessions scheduled by the Joint Labor-Management Committee for Municipal Police and fire: 4 officers.

2. Grievance hearings, including mediation and/or arbitration hearings scheduled through the American Arbitration Association: 3 officers;

3. Hearings before the Chief of Police and/or Mayor relating to disciplinary matters: 3 officers;

4. Hearings before the Massachusetts Civil Service Commission: 3 officers;

5. Hearings before the Massachusetts Labor Relations Commission: 3 officers;

6. Meetings in preparation for item numbers 1 through 5 above and bimonthly meetings of the UNION's Executive Board: not more than 4 officers;

7. Meetings required because of an emergency nature as permitted by the Chief of Police, or his designee (letter of explanation to be submitted by UNION);

8. Effective upon ratification, up to four (4) officials shall be granted time off without loss of pay or benefits to attend semi-annual meetings of the Association; and

9. The Association's secretary shall be granted time off without loss of pay or benefits to process and monitor Association elections.

Prior to utilizing time off under the foregoing provisions, the Union will notify the Chief of Police, or his designee, of which on-duty officers will be attending such meetings. Either the UNION or the CITY may request the other party to meet and discuss modification of any of the above-specified uses of union time off.

ARTICLE XXXIV
TIME OFF FOR EMPLOYMENT-RELATED HEARINGS

34.01 For so-called "appointing authority hearings" held under the provisions of M.G.L. c. 31, the civil service law, the individual who is the subject of the hearing shall be released from duty to attend the hearing in the event it is scheduled to occur during a tour of duty.

34.02 For cases brought to arbitration by the UNION, the named grievant[s], if any shall be released from duty to attend the hearing in the event it is scheduled to occur during his/her/their tour of duty. In the event of a "group", or "class action" grievance, the UNION, through its counsel, shall undertake in good faith to determine which bargaining unit employees it wishes to attend the hearing, and shall communicate that request to the CITY. In the event the CITY maintains that the simultaneous release of all of the identified bargaining unit members would impose an unreasonable burden on the Department, the parties shall in good faith discuss alternate arrangements to accommodate their respective interests.

34.03 For proceedings before the Civil Service Commission, the named appellant[s] shall be released from duty to attend the hearing in the event it is scheduled to occur during his/her/their tour of duty.

34.04 For hearings before the Labor Relations Commission in which the UNION is the sole named charging party, the UNION through its counsel, shall undertake in good faith to determine which bargaining unit employees it wishes to attend the hearing, and shall communicate that request to the CITY. In the event the UNION requests the attendance of multiple bargaining unit members, and the CITY maintains that such release would impose an unreasonable burden on the Department, the parties shall in good faith discuss alternate arrangements to accommodate their respective interests.

34.05 For hearings before the Labor Relations Commission in which one of more bargaining unit members are also named as charging parties along with the UNION, those named unit members shall be released from duty to attend the hearing in the event it is scheduled to occur during his/her/their tour of duty.

34.06 In any of the proceedings just identified, should the UNION or the bargaining unit member/party in interest wish to call as witnesses any members of the bargaining unit, the UNION shall inform the CITY in advance of the hearing as to their identity and they shall be released, with the understanding that they shall return to duty upon the completion of their testimony if sufficient time remains until the scheduled end of the tour. When possible, such witnesses shall be "on call" for hearings held in the City of Newton and summoned to the hearing from their duty at the time that their testimony is required.

ARTICLE XXXV
FIELD TRAINING

35.01 The Department will maintain a Field Training Officer Program (Program) to provide orientation and training to all newly hired patrol officers. The Program shall extend over a period of ten (10) consecutive weeks, the first week of which shall be classroom orientation and the last nine weeks of which shall consist of field training.

35.02 The Department shall appoint patrol officers to serve on a voluntary basis as Field Training Officers (FTO's). All Patrol officers so designated shall receive training for that role over a three (3) day training course and shall be

certified by the Department as FTO's upon the completion of such training. During this training period, officers normally assigned to last half shifts or first half shifts shall be reassigned to the day shift without loss of pay or benefits. Officers who attend training on their day(s) off shall be paid for all such training shifts at the rate of time and one-half their regular rate of pay or shall receive compensatory time at the rate of time and one-half, at the officer's option.

35.03 FTO's shall provide training to newly hired officers on each of their shifts over the last nine-week period of the Program. For each shift on which officers serve as FTO's, they shall each receive an additional hour of pay beyond the number of hours actually worked, at the rate of time and one-half their regular rate of pay or shall receive compensatory time at the rate of time and one-half in lieu of such pay, at the officer's option.

ARTICLE XXXVI
DURATION

36.01 This AGREEMENT is effective from July 1, 2009, for a period ending June 30, 2011 and shall remain in effect from year to year hereafter unless either party hereto, desiring to terminate or amend any provisions of this Contract, sends written notice to the same no later than one hundred twenty (120) days prior to the termination date hereof or any succeeding anniversary date.

36.02 In any event, if sixty (60) days prior to June 30, 2011, the UNION has given notice to the City that it intends to renegotiate a new agreement, then the terms and conditions of this AGREEMENT will continue in full force and effect during the negotiation process of that new AGREEMENT, but no later than January 1, 2012.

Witness our hands and seal this _____ day of _____ 2009

CITY OF NEWTON

By: Setti Warren, Mayor

By: Dolores Hamilton, Human Resources Director

Approved As To Legal Form And Character

NEWTON POLICE ASSOCIATION

6/5/12

By: John Daly, President

By: Jeff Mace, Vice President

9942246_4

APPENDIX A

Effective July 1, 2009—June 30, 2011

Step 1	Step 2	Step 3	Step 4
$858.20	$920.34	$983.02	$1002.15

APPENDIX B

City of Newton
Health Benefits Proposal
November 30, 2000

1. Harvard Pilgrim Health Plan – City proposes to change benefits from the current level of benefits as shown in Table I to revised levels of benefits shown in Table II.

TABLE 1 as of 7/1/00: Current

Retail			
30 days	$5	$10	$25
60 days	$10	$20	$50
90 days	$15	$30	$75
Mail Order			
90 days	$10	$20	$75

Proposed (estimated start as soon as possible but within 60-90 days of agreement as followed by health plan):

Table II: Proposed

Retail			
30 days	$5	$10	$15
60 days	$10	$20	$30
90 days	$15	$30	$45
Mail Order			
90 days	$10	$20	$30

2. Tufts Health Plan – City proposes to change benefits from current level of benefits to revised level of benefits as shown in Table III.

Table III: Proposed

Retail			
30 days	$5	$10	$15
60 days	$10	$20	$30
90 days	$15	$30	$45
Mail Order			
90 days	$10	$20	$30

* (estimated start as soon as possible but within 60-90 days of agreement as allowed by health plan):

3. Flexible Spending Program
* Increase annual limit for medical care to $2,500

4. Dental Insurance
* In accordance with attached, plan to be implemented on 1/1/02
* 50% contribution by City, 50% contribution by employee

5. Co-pays for Harvard Pilgrim Health Plan and Tufts EPO:
* Change co-pay for Doctor Visits: from $5 to $10 effective 7/1/01
* Withdrawn City proposal to change Emergency Room Visit co-pays as had been presented

With respect to health insurance, the parties understand that health insurance is subject to the terms of M.G.L. c. 32B and that uniformity of terms for all City employees may be required. The parties therefore understand that other bargaining units negotiations may have an impact on the terms agreed to herein. It is the City's intention, through bargaining, to create terms in other bargaining units consistent with the terms agreed herein.

Preventive Benefit Group	Basic Benefit Group
No Deductible	$25 Calendar Year Deductible
100%	80%
Diagnostic • One complete initial oral exam and charting • Full mouth X-rays each 36 months, 7 or more films, or panoramic X-rays with bitewing X-rays • Bitewing X-rays each 6 months • Single tooth X-rays as needed • Study models and casts each 60 months • Periodic oral exams each 6 months • Emergency exams **Preventive** • Routing cleaning, scaling, and polishing of the teeth each 6 months • Fluoride treatment (members under age 19) each 6 months • Scalants on permanent molars (members under age 14) – one application per molar each 48 months • Space maintainers (members to age 19)	**Restorative** • Silver amalgam fillings • Composite resin (tooth color) fillings on front teeth • Sedative fillings • Pin retention for fillings • Stainless steel crowns on baby teeth and on first permanent (adult) molars **Oral Surgery** • Tooth extractions • Root removal • Biopsies **Periodontics (gum and bone)** • Periodontal scaling and root planning once per quadrant each 24 months • Periodontal surgery (curettage, osseous surgery) once per quadrant each 36 months • Periodontal maintenance following active periodontal therapy once each 3 months **Endodontics (roots and pulp)** • Root canal therapy or retreatment root canal therapy once per lifetime per tooth on permanent teeth • Therapeutic pulpotamy (member under age 16) • Pupal capping • Other endodontic surgery

	Prosthetic Maintenance • Repair of partial or complete dentures, crowns, and bridges each 12 months • Adding teeth to an existing complete or partial denture • Rebase or reline of dentures each 36 months • Recementing of crowns, inlays, onlays, and fixed bridgework each 12 months **Other Services** • Occlusal adjustments once each 24 months • Occlusal guards • Services to treat root sensitivity • Emergency Dental Care • General Anesthesia
$750 Calendar Year Benefit Maximum	

- Effective January 1, 2002
- City to contribute 50% of monthly premium
- 70% participation required
- Estimated cost to employee: Individual $3-5/week*
  Family $9-12/week*

*subject to bid process

APPENDIX C

A "Serious Health Condition" means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity[2] or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity[2] of more than three consecutive calendar days (including any subsequent treatment or period of incapacity[2] relating to the same condition), that also involves:

(1) Treatment[3] two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment[4] under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

A chronic condition which:

(1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic rather than a continuing period of incapacity[2] (e.g., asthma, diabetes, epilepsy, etc).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity[2] which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity[2] of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 CFR 825.306).

Note: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

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[3] Treatment includes examinations to determine if a serious condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

[4] A regimen of continuing treatment includes, for example, a course of prescription medicine (e.g. an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

Public Burden Statement

We estimate that it will take an average of 10 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room S-3503, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THIS OFFICE; IT GOES TO THE EMPLOYEE.

APPENDIX D

Agreed List of Attorneys Per ARTICLE XXXI INDEMNIFICATION

UNION List of Attorneys
TO BE DETERMINED

CITY List of Attorneys
TO BE DETERMINED

APPENDIX E

MEMORANDUM OF AGREEMENT

Whereas, International Brotherhood of Police Officers, Local 478 (hereafter "Union"), and the City of Newton (hereafter "City") are parties to a collective bargaining agreement (hereafter "Agreement") effective for the period of July 1, 1997 through June 30, 2000; and

Whereas, issues have arisen with respect to the use of special leave by unit members represented by the Union; and

Whereas, the use of special leave is a subject matter which is addressed in Article IV of the Agreement; and

Whereas, the Union has processed certain grievances of unit members to arbitration alleging that the Chief of Police has placed extra-contractual constraints on the utilization of special leave, which arbitration, docketed by the American Arbitration Association (hereafter "AAA") as Case No. 11 390 02596 96, is scheduled for hearing on November 22, 1999; and

Whereas, the Union filed a Charge of Prohibited Practice (hereafter "Charge") with the Massachusetts Labor Relations Commission (hereafter "Commission"), which Charge was docketed as Case No. MUP-2444, alleging that the Chief of Police has issued the attached "Notice of Excessive Non-Scheduled Absenteeism" forms to certain unit members and now requires a physician's certificate for such unit members in order to qualify for paid special leave; and

3. In consideration of the foregoing, the Union and the City agree to resolve Commission case No. MUP-2444 by taking the following actions:

a. The City will discontinue the issuance of the attached "Notice of Excessive Non-Schedule Absenteeism" forms to unit members represented by the Union;

b. The City will remove all of the attached letters from members' personnel files which state that the use of special leave by such members was excessive; and

c. The Union will notify the Commission that it is withdrawing its Charge in Case No. MUP-2444;

d. No further changes will be made with respect to the use of special leave until such time as the report of the Advisory Committee is issued; and

e. Notwithstanding the foregoing, the City may continue to utilize the procedure contained in Article IV, Section 4.07, to have any unit member suspected of excessive absenteeism examined by the City Physician.

This Memorandum of Agreement is a sealed instrument signed by the Duly authorized representatives of the Union and the City on this 17th day of November, 1999.

IBPO, Local 478:

By: _____

City of Newton:

By: _____

Attachment A

Tufts POS & EPO Changes
Effective December 1, 2003

Tufts POS & EPO Prescription Co-Pays

Pharmacy	Tier 1 No Change	Tier 2 Current New	Tier 3 Current New
30 Day Supply 60 Day Supply 90 Day Supply	$ 5 $10 $15	$10 $20 $20 $40 $30 $60	$15 $30 $30 $60 $45 $90
Mail Order			
90 Day Supply	$10	$20 $40	$30 $60

Changes to the Tufts Point of Service (POS)(High Option) Plan

Individual Plan	Old	New
Emergency Room	$25	$50
Doctor Office Visits	$10	$15
Inpatient Co-Pay	$100	$150 per inpatient admission to max $300
Deductible For Unauthorized Services	$100	$250 per member
Member cost, after co-pays, to use Providers outside Tufts Network: 20% of cost – up to Maximum of $1000.		
Family Plan	**Old**	**New**
Emergency Room	$25	$50
Doctor Office Visits	$10	$15
Inpatient Co-Pay	$200	$150 per inpatient admission to max $300
Deductible For Unauthorized Services	$100	$250 per family member
Member cost, after co-pays, to use Providers outside Tufts Network: 20% of cost – up to Maximum of $2500.		

Changes to the Tufts Exclusive Provider Option (EPO) (Low Option) Plan

Individual Plan	Old	New
Emergency Room	$25	$50
Doctor Office Visits	$10	$15
Inpatient Co-Pay	$ 0	$150 per inpatient admission to max $300

Family Plan	Old	New
Emergency Room	$25	$50
Doctor Office Visits	$10	$15
Inpatient Co-Pay	$ 0	$150 per inpatient admission to max $300

Harvard Pilgrim Changes
Effective December 1, 2003

Harvard Pilgrim – Prescription Co-Pays

Pharmacy	Tier 1 No Change	Tier 2 Current Now	Tier 3 Current Now
30 Day Supply 60 Day Supply 90 Day Supply	$ 5 $10 $15	$10 $20 $20 $40 $30 $60	$15 $30 $30 $60 $45 $90
Mail Order			
90 Day Supply	$10	$20 $40	$30 $90

Harvard Pilgrim Co-Pay Changes

Individual Plan	**Old**	**New**
Emergency Room	$30	$50
Doctor Office Visits	$10	$15
Inpatient Co-Pay	$ 0	$150 per inpatient admission to max $300
Family Plan	**Old**	**New**
Emergency Room	$30	$50
Doctor Office Visits	$10	$15
Inpatient Co-Pay	$ 0	$150 per inpatient admission to max $300 per family