

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF ACTON
AND THE
ACTON SUPERIOR OFFICERS' UNION MCOP LOCAL 380**

NOW COME, the Town of Acton (hereinafter "Town") and the Acton Superior Officers Union MCOP Local 380 (hereinafter "Union") who enter into the following Agreement.

WHEREAS, the parties seek to maintain an harmonious relationship between the parties;

WHEREAS, the parties seek to enter into a successor agreement to their current collective bargaining agreement and to cover the period July 1, 2015 through June 30, 2018;

NOW THEREFORE, for good and valuable consideration the parties agree as follows:

The terms of the Agreement that expired on June 30, 2015 shall remain in effect unless modified below.

1. Agreement.

Amend the paragraph to reflect the date when an agreement is reached in these negotiations.

2. Seniority

Section 3.1

Delete the following language:

"except that the Chief may assign officers on the force for less than six (6) months to any shift which he may select and"

3. Article 5 Compensation.

Effective July 1, 2015 the members of the bargaining unit shall be paid pursuant to the Superior Officers Wage Schedule, see Attachment A.

Section 5.1 shall be amended to delete the cost of living adjustments granted under the former agreement and replace with the following:

Attachment A shall be adjusted by the following cost of living adjustments:

July 1, 2015 2%
July 1, 2016 2.5%
July 1, 2017 2.75%

Promotional Opportunity on Salary Chart:

Lieutenant:

3 years-Step 2
6 years-Step 3
9 years-Step 4
12 years-Step 5
15+years-Step 6

Sergeant:

5 years-Step 2
10 years-Step 3
15+ years-Step 4

Officers will be credited with the number of years in their most recent lower rank and will be placed on the corresponding “promotional opportunity” step.

Doug Sturniolo will be placed at Step 3 effective 7/1/15; Step 4 effective 7/13/15.

Scott Krug will be placed at Step 3 effective 7/1/15.

Jim Cogan will be placed at Step 8 effective 7/1/15; Step 9 effective 7/8/15.

(The Town reserves the right to confirm appointment dates of the above officers.)

Officers will be placed on the step system retroactively. Officers will be paid according to their new steps retroactive to July 1, 2015. Wage increases due to movement on the new step schedule will be implemented after the cost items are approved by Town meeting.

The shift differential contained in Section 5.2 shall be as follows: \$1.00 as of July 1, 2015; \$1.25 as of July 1, 2016 and \$1.50 as of July 1, 2017.

Delete the following language from the current section 5.1:

Effective January 1, 2013 the following individuals will be placed at the steps indicated:

Lt. Cogan, Jr. shall be placed at Step 4 on the Lieutenant’s scale.

Sgt. Silva and Sgt. Sturniolo shall be placed at Step 4 on the Sergeant’s scale.

Delete the following language:

HEALTH INSURANCE:

Should any employee of the Town, Regional School District or the Acton Public Schools successfully challenge the legality of the health insurance premium ratio change for any indemnity plan and any PPO offered by the Town from the 85%/15% to 50%/50% premium split, as contained in the health insurance article, the salary for the members of the bargaining unit shall be rolled back to the salary in effect on June 30, 2007, only if one of the following events also occur:

- a) A member of this bargaining unit participates in the benefits of any successful challenge in terms of damages; or
- b) A member of this bargaining unit participates in any indemnity plan or any PPO after any rollback in the premium above the 50%/50% split.

Effective June 30, 2012, any salary rollback that occurs will be to the salary in effect on June 30, 2012.

Add new paragraph to 5.5 as follows:

Effective July 1, 2015 the first three (3) sick days taken by a Superior officer in a fiscal year will count as hours worked for the calculation of overtime in the 28 day period. If a Superior Officer is absent from work due to hospitalization and is under a doctor's care after hospitalization and presents a doctors' note for the hospitalization and the aftercare, the days missed will count as hours worked for the calculation of overtime in the 28 day period.

4. Article 11 Extra Paid Details and Overtime

Section 11.1 (2) is amended to read as follows:

- A. \$ 46.00 per hour with a minimum of four hours effective with funding of agreement by Town Meeting.
- C. Work between the hours of 11:00 pm and 7:00 am shall be paid at the rate of \$56.00 in FY 2016; at the rate of \$57.00 in FY 2017 and at the rate of \$58.00 in FY 2018. The FY 2016 shall become effective with funding of agreement by Town meeting.
- E. The hourly private detail rate shall increase to \$47.00 in FY 2017 and \$48.00 in FY 2018.

5. Article 14 Management Rights

Section 14.1 Add a new paragraph as follows:

The Town shall have the right to discharge or suspend employees for just cause.

6. Article 15 Educational Incentive

Add new section 15.5 as follows:

Educational Incentive Benefit:

Members shall be eligible for the Educational Incentive Benefit after completion of the academic work and receipt of a degree in the following areas of study:

- a. Business Management, Criminal Justice, Criminal Justice Administration, Criminology, Law Enforcement, Forensic Science, Sociology, Political Science, Psychology, and Public Administration.

The Educational Incentive benefit shall be paid based upon the degree and the benefits shall be inclusive of any payment due to an officer from the Town as a result of G. L. c. 41, section 108L (Quinn Bill) and sections 15.1 -15.3 above . The benefit shall be paid for the degrees and at the rate set out below:

- a. Masters Degree = 20% annually of base pay
- b. Bachelors Degree = 20% annually of base pay
- c. Associates Degree = 10% annually of base pay

The Masters Degree rate of 20% shall apply to officers hired on or after January 1, 2015. Officers hired before that date with a Masters Degree or Juris Doctorate shall receive a benefit of 25%.

Add new section 15.6 as follows:

Work Experience Benefit:

Members of the Superior Officers bargaining unit who are not eligible for the Educational Incentive Benefit shall be eligible for the Work Experience Benefit as set out below:

- a. 20+ years of experience = 10% annually of base pay
- b. 15+ years of experience = 7% annually of base pay
- c. 10+ years of experience = 5% annually of base pay

Any payments made to a Superior Officer pursuant to the Educational Incentive Benefit or Work Experience Benefit shall not be included in the calculation of contract overtime but will be included in the calculation of retirement and overtime calculations under the Fair Labor Standards Act as required by law.

1. The Educational Incentive and Work Experience Benefit shall be paid twice a year in December and June. The effective date of this benefit is January 1, 2015. Members of the bargaining unit shall be eligible to receive one half of the Educational Incentive and Work Experience Benefit in Fiscal 2015.
2. Members of the Superior Officers bargaining unit shall be eligible for the Educational Incentive Benefit or Work Experience Benefit but not both.
3. Payments made under the Educational Incentive Benefit shall be reduced and subject to a set off if the Commonwealth of Massachusetts resumes its discontinued practice to reimburse municipalities under G. L. c. 41, section 108L. No Superior Officers as a result of the setoff shall receive less than the payment he receives under this Memorandum of Agreement executed in November 2014.
4. If the Commonwealth of Massachusetts amends G. L. c. 41 section 108L, rather than just funds its share under the current law, the parties shall meet and negotiate over the impact of the amendment.

7. Article 16 Health Insurance

Delete the following language from Section 16.2:

Consistent with the Health Insurance Memorandum of Agreement reached in February 2012, the following plan design changes were implemented on July 1, 2012:

Office Visit Co-Pay: \$20.00
Specialist Office Visit: \$35.00
ER: \$100.00
Hospital: \$200.00
Day Surgery: \$100.00
High Tech Imaging: \$100.00 (CAT/CT/PET Scans)
Rx \$10.00/\$25.00/\$40.00 for 30 Days
Rx \$20.00/\$50.00/\$80.00 for 90 Days

8. Article 24 Duration

The dates in this article shall be amended to reflect an agreement from July 1, 2015 through June 30, 2018.

9. New Article- Promotions

Promotions

1. Promotions are based upon the merits of the candidates and their professional performance in the promotion process, and never on favoritism nor on seniority alone. A promotion is an investment in the future not only for the department, but also for the employees who will be supervised and guided by the promoted candidate.
2. The Town Manager is the appointing authority.
3. No candidate will be denied promotion based upon race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability.
4. Promotions are processed under the direction of the Chief of Police or his/her designee. The process shall include:
 - a. Posting written announcements of any scheduled promotional opportunities;
 - b. Coordinating with any vendors contracted to participate in the promotion process;
 - c. Protect the integrity of the promotional process by ensuring that all promotional materials, documents, scores and completed evaluations remain confidential and kept in a secure location. Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area in the Human Resources Department;
 - d. Human Resources will maintain copies of active promotion lists;
5. Promotional materials shall be retained in accordance with applicable laws.
6. Notice of promotional exam: the Chief or his/her designee shall advise all eligible personnel of an upcoming promotional exam no less than 180 days in advance of the test by:
 - a. Immediately posting the notice in a prominent place;
 - b. Forwarding the notice to supervisors to be read at roll calls;
 - c. Emailing all personnel of the upcoming exam;
 - d. Officers out sick or injured, or on administrative or other leave, or on active military duty, or otherwise not likely to receive notice shall be sent a copy of the exam notice by US mail;

- e. Officers taking the exam who are scheduled to work the day shift of the exam or the 11-7 shift before will be allowed the time off;
7. Reading List: A reading list of the text books and other materials will be maintained and available to all personnel. The reading list will not be changed less than 180 days prior to an exam. Questions on case law and statute law will not take into account law changes occurring fewer than 90 days prior to the exam. The material to be tested on will be defined as clearly as possible in the posting and shall be as relevant as possible to the position to be filled. The material may include but not be limited to items such as Massachusetts criminal law and procedure, text books, various union contracts, town and department policies and procedures and rules and regulations, and Town of Acton General By-Laws. The quantity of material will be comparable to the quantity of material required by Civil Service for testing of a similar position.
 8. Eligibility: to be eligible for promotion to the rank of Sergeant, the candidate must be a permanent member of the department with minimum of (3) years of completed service with the Acton Police Department as of the date of the exam. Promotion to Lieutenant will require (3) years of completed service at the rank of Sergeant within the Acton Police Department as of the date of the exam, and promotion to Captain will require (1) year of completed service at the rank of Lieutenant within the Acton Police Department as of the date of the exam.
 9. Examination costs: The Town will be responsible for all costs of administering the examination; Candidates taking the exam are responsible for the cost of obtaining study materials.
 10. Education: for promotions taking place after 01/01/2019 a bachelor's degree in a discipline for which the member may be compensated pursuant to the educational incentive program will be required.
 11. Promotional Exams will be given every two years from the certification date of the prior exam. In the event the Promotional list becomes exhausted the Chief may call for an exam before the expiration of the two (2) years in order to maintain the efficient operation of the department.
 - a. The exam will be considered valid for any candidate that achieves a passing score of (70) or higher. In the event that the written exam is intended to consist of questions other than multiple choice the Chief will meet with the Union Representatives to discuss the makeup of the test prior to the posting of the study materials. If an agreement cannot be reached on the makeup of the exam, multiple choice will be the standard.
 - b. Passing the exam with a passing score of (70) or higher will admit the candidates to the next phase of the promotion process and their scores may be considered as one of the factors in promotion.

- c. If there are less than (2) candidates willing to take the exam, the 3 year requirement will be lowered to 1 year before allowing the next lower rank to participate.
 - d. Exam Grades are valid for a maximum of (2) years from the certification date.
 - e. The candidates' test scores will not be published publicly and will not be shared with third parties. The Chief will notify the candidates of their scores within (14) business days of the grades being certified.
 - f. Patrol officers will receive the following experience points: 1pt-5+yrs, 2pt-10+yrs, 3pt-15+yrs, 4pt-20+yrs, 5pt-25+yrs, 6pt-30+yrs. Ranking officers experience points: 1pt-3+yrs, 2pt-6+yrs, 3pt-9+yrs, 4pt-12+yrs, 5pt-15+yrs, 6pt-18+yrs.
12. Appeal Process: A candidate may appeal an exam question in writing to the Chief of Police within (5) business days of the exam. The appeal should clearly outline the reason for the appeal. The employee shall be advised of the results of the appeal in writing within (10) business days of the receipt of the appeal. An appeal of an exam question shall be processed as occurs in exams for promotions within the Acton Fire Department.
13. Assessment Centers may be used as part of the promotional process to rank of each candidate. Unions will provide input regarding vendor choice.
14. Candidate Interviews: Oral board(s) approved by the Chief of Police will conduct candidate interviews. Interviews shall be conducted from a prepared list of questions and the board(s) will rate responses. In addition to an oral board(s), nothing shall prevent the Appointing Authority from conducting an interview of the candidates.
15. Candidate Assessment: Candidates total points shall be assessed as follows: written exam seventy (70%) percent, oral board thirty (30%) percent and experience points under section 11(f).
16. Candidate Selection: The Chief of Police shall make a recommendation to the Appointing Authority for promotion from the list of eligible candidates based on the following criteria:
- a. Job related performance;
 - b. Performance Evaluation in present position (including contributions to the department);
 - c. Score on promotional exam;

- d. Sick leave record;
- e. Formal education;
- f. Training and education through career development;
- g. Disciplinary record;
- h. Philosophical agreement with Town and department vision and goals and police work;
- i. Work ethic and initiative;
- j. Recommendation of the oral board;
- k. Assessment center score;

17. Final Selection: The Appointing Authority shall determine the final selection of a candidate for promotion. There will be a probationary period of six (6) months for all new promotional appointments. Candidates removed during their probationary period will be returned to their former position. Candidates may be removed during their probationary period for any reason provided it is not prohibited by law.

After an appointment is made the information used to assess the candidates, with the exception of Exam Grades, will be discarded. Subsequent appointments shall be made based upon a new assessment using the process set out in this Memorandum.

Miscellaneous: The parties have reached agreement on cruiser language that will become a Department Policy.

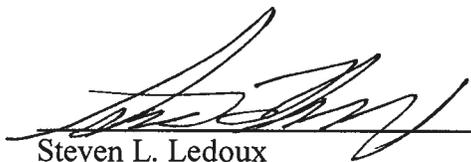
The Union shall withdraw with prejudice the Lt. Cogan grievance.

All cost items are subject to appropriation by the Town Meeting.

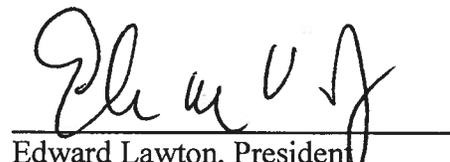
Town Meeting: The Union agrees to waive the requirement to place the funding of the cost items contained in this Memorandum of Agreement before a Town Meeting within thirty (30) days. The funding request will be placed before the Fall Town Meeting.

TOWN OF ACTON

**ACTON SUPERIOR OFFICERS'
UNION, MCOP LOCAL 380**



Steven L. Ledoux
Town Manager
Town of Acton



Edward Lawton, President

Dated: 10/3/15

Dated: 10/15/2015