

From: [Tara Chambers](#)
To: [Lindsay Mercier](#); [Diana Schindler](#)
Subject: RE: question
Date: Tuesday, April 13, 2021 1:42:00 PM

Hi Lindsay

I think only three will actually fit on the railing the measurements are 31"x10" and 8 ½" deep

Tara Taglianetti-Chambers
Program Director
Hopedale Community House
tchambers@hopedalecommunityhouse.org
508-473-0820

From: Lindsay Mercier [mailto:lmercier@hopedale-ma.gov]
Sent: Tuesday, April 13, 2021 11:13 AM
To: Tara Chambers <tchambers@hopedalecommunityhouse.org>; Diana Schindler <DSchindler@hopedale-ma.gov>
Subject: RE: question

Hi Tara!

Hope this email finds you well thank you so much for reaching out to us. Some flower boxes and would beautiful in front of the TH. We would love to add this as a donation item to our next BOS agenda. Could you let me know how many flower boxes you would be donating to the Town Hall?

Talk soon,
Lindsay

From: Tara Chambers <tchambers@hopedalecommunityhouse.org>
Sent: Thursday, April 8, 2021 1:14 PM
To: Diana Schindler <DSchindler@hopedale-ma.gov>; Lindsay Mercier <lmercier@hopedale-ma.gov>
Subject: question

Good afternoon

We have nice window boxes for flowers that we had on our railings, we are getting rid of them and as I walked by I thought they might be nice at the town hall who would I ask about this, I know we have a group that is planting and taking care of plants around town but want to go about the right way.

Thanks
Tara

Tara Taglianetti-Chambers

Program Director
Hopedale Community House
tchambers@hopedalecommunityhouse.org
508-473-0820



CHARLES D. BAKER
Governor

Office of the Governor Commonwealth of Massachusetts

State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

KARYN E. POLITO
Lieutenant Governor

April 1, 2021

Chief Thomas Daige
Hopedale Fire Department
40 Dutcher Street
Hopedale, MA 01747

Dear Chief Daige,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the Hopedale Fire Department \$12,494 in State Fiscal Year 2021 funding for the Firefighter Safety Equipment Grant Program.

Despite the extraordinary obstacles that the last year has brought, the fire service in Massachusetts has continued to protect the citizens of Massachusetts with remarkable consistency and expertise. We would like to thank you and all of the members of your department for your dedication to keeping the public safe during this challenging period in our history.

The contract, terms and conditions, and other award documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov.

Sincerely,

Handwritten signature of Charles D. Baker in blue ink.

Governor Charles D. Baker

Handwritten signature of Karyn E. Polito in blue ink.

Lt. Governor Karyn E. Polito



HOPEDALE FIRE DEPARTMENT

40 Dutcher Street - Hopedale MA. 01747

Tel. (508) 473-1050 Fax: (508) 902-0076

www.hopedale-ma.gov/fire-department

Thomas M. Daige – Fire Chief

David J. McMorrow – Deputy Chief



Board of Selectmen
Town Hall Office
78 Hopedale Street
Hopedale MA 01747

April 6, 2021

Re: Firefighter Safety Equipment Grant Award

Mr. Chairman,

It is my pleasure to announce that we have received \$12,494.00 from the State's Firefighter Safety Equipment Grant program. This money will go toward purchasing a new firefighting gear washer and dryer to aid in the prevention of cancer and other infectious diseases of our members.

I respectfully ask that the Board accept the Grant award of \$12,494.00 in pursuant to MGL Chapter 44, Sec 53A.

Respectfully,


Thomas Daige
Fire Chief



TOWN OF HOPEDALE

FIRE CHIEF CONTRACT



This agreement made effective July 1, 2022 by and between the Hopedale Board of Selectmen, hereinafter referred to as the “Board”, and Thomas M. Daige hereinafter referred to as the “Fire Chief”. In consideration of all promises herein contained, the parties hereto mutually agree as follows and the Town agrees to seek and provide all funds necessary to maintain this contract.

Article 1: EMPLOYMENT

The Board hereby agrees to employ Thomas M. Daige as the Fire Chief for the Town of Hopedale. Thomas Daige agrees to accept that employment, subject to terms and conditions of this agreement.

Article 2: TERM

The Fire Chief shall be employed under the terms of this contract commencing on July 1, 2022 and ending June 30th, 2026. However, this contract may extend as provided by its terms.

The parties agree that if a successor employment contract has not been reached by March 31, 2026, this agreement shall extend through September 30, 2026, unless the Board has provided the Fire Chief with a written notification on or before March 30, 2026 that it does not intend to re-appoint him to the position of Fire Chief.

Article 3: TERMINATION

It is agreed that the Fire Chief can be disciplined or discharged only for Just Cause, upon proper notice and only after a hearing at which the Fire Chief shall have the right to be represented by counsel. The Fire Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as in open public hearing. The principle of progressive discipline will apply.

Notwithstanding the provisions set forth in the above paragraph, Article #3, Section a., nothing in this contract shall affect the Board’s right to terminate the Fire Chief for Just Cause, at any time after his appointment after a Just Cause hearing.

Article 4: DUTIES

The Administrative control of the Fire Department for the Town shall be the responsibility of the Fire Chief.

Article 5: HOURS OF WORK

The Fire Chief shall devote the amount of time and energy which is reasonably necessary for the Fire Chief to faithfully perform the duties of Fire Chief. The Fire Chief's work week shall consist of forty (40) hours, Monday through Friday day shift.

It is recognized that the Fire Chief must devote a great deal of time to his duties. The Chief shall be allowed to take compensatory time off during normal office hours as long as doing so does not adversely impact department operations.

The Fire Chief shall perform faithfully, to the best of his ability, the duties of Fire Chief of the Fire Department and those duties are set forth in the Massachusetts General Laws and the By-Laws of the Town of Hopedale and in the job description established by the Town.

The Fire Chief will be the administrative head of the Fire Department

Article 6: BENEFITS

The Fire Chief shall be entitled to all benefits currently available to full time employees of the Town of Hopedale in accordance with the Town of Hopedale Personnel By-Law.

Article 7: SPECIAL STIPENDS & COMPENSATION

- The Fire Chief shall receive an annual Paramedic Stipend for each year of the contract, payment to be made in July as follows: FY22: \$7,000.00, FY23: \$7,500.00, FY24: \$8,000.00, FY25 & FY26: \$8,500.00.
- The Fire Chief will receive an annual Emergency Manager stipend of \$5,000.00 for each year of the contract. Payment to be made in July.
- The Fire Chief shall receive an annual clothing allowance of \$1,000.00 for each year of the contract.
- The Town shall pay the Fire Chief's dues (\$400.00/Annually) to belong to the Fire Chief's Association of Massachusetts (FCAM).
- The Town shall pay the Fire Chief's dues (\$175.00/Annually) to belong to the National Fire Protection Association (NFPA).
- The Town shall pay the monthly fee (approximately \$80.00/Month) for the Fire Chief's cell phone.
- The Town shall reimburse the Fire Chief, no more than \$1,000.00 annually to attend educational conferences and/or seminars pertaining directly to the Fire and EMS services.
- The Fire Chief shall be entitled to all details provided all career (including the Deputy Chief) and Call Firefighters have refused said detail. Detail rate shall be the Fire Chief's overtime hourly rate.

Article 8: VEHICLE ALLOWANCE

The cost associated with the operation of the fire vehicle and its equipment are those of the Town along with all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Fire Chief in connection with the performances of his duties as well as for his professional growth and development. The vehicle may be used for personal reasons, as the Fire Chief is “on-call” in the event of an emergency, except that out of state travel must be pre-approved by the Board.

Article 9: RELATIONSHIP BETWEEN THE BOARD AND THE FIRE CHIEF

The Fire Chief shall report to the Chairman of the Board of Selectman through the Town Coordinator for the day-to-day operation of the Fire Department. The Board of Selectman shall meet with the Fire Chief as required, but at least once annually, for the purpose of discussing the Fire Department budget and or the needs of the Fire Chief.

Article 10: PERFORMANCE:

The Fire Chief shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Fire Chief and the Board and shall be reduced to writing.

Article 11: SALARY

Effective July 1, 2022, the Fire Chief shall be compensated at the following rates paid on biweekly schedule of all employees:

- FY 2022 \$89,935.45 Annually (2.5% Increase) \$1,722.90 Weekly
- FY 2023 \$92,183.84 Annually (2.5% increase) \$1,765.97 Weekly
- FY 2024 \$94,488.44 Annually (2.5% Increase) \$1,810.12 Weekly
- FY 2025 \$96,850.65 Annually (2.5% Increase) \$1,855.38 Weekly
- FY 2026 \$99,372.81 Annually (2.5% increase) \$1,903.69 Weekly

The Chief and the Board of Selectmen shall meet at least thirty days prior to his anniversary for the purpose of an evaluation. Said evaluation shall be completed and compensation set by the Board prior to the thirtieth day of June each calendar year.

Article 12: EDUCATION

The Town agrees to reimburse the Fire Chief for tuition and books or other material’s needed for furthering his education, in a field relevant to his job duties for the Town of Hopedale, and provided the Fire Chief maintains a Grade of B in each class taken at an approved accredited institution.

The Town shall reimburse the Chief up to \$2,000.00 for travel/housing costs to attend out of state seminars and conferences.

Article 13: LONGEVITY

The Fire Chief shall be entitled to longevity as follows: Twenty-five (25) Years of Service - \$3,000.00 and \$200.00 each year of service thereafter. Payments will be made on the anniversary of his date of hire.

Article 14: HOLIDAYS

The following days shall be considered holidays; New Year's Day, Martin Luther King, President's Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving & Christmas Day.

Article 15: VACATION

The Fire Chief shall receive thirty (30) vacation days with pay annually. Vacation time shall not accrue from one year to another.

Article 16: PERSONAL DAYS

The Fire Chief shall receive three (3) personal days during each fiscal year of this contract. Personal Days may not be used to extend vacation or holiday. Personal Days may not be carried forward from one fiscal year to the next.

Article 17: FUNERAL LEAVE

In the event of a death in the Fire Chief's family, the Town will grant reasonable time off without loss of normal compensation for all scheduled work days falling within the three (3) day period next following the date of death in the immediate family. Immediate family being wife, children, parents, sister, brother, parents or parents-in-law. For other members of the Fire Chief's family, grandparents, grandchildren, aunts or uncles, one (1) day without loss of pay will be granted if the funeral is held on a scheduled workday. More time in individual cases due to unusual circumstances or for persons other than those listed above, shall be granted subject to the discretion of the Board.

Article 18: INDEMNIFICATION

To the extent permitted by law, the Town agrees that they shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability claim or demand and or civil actions, arising out of an alleged act or omission occurring in the performance of the Fire Chief's duties as Fire Chief of the Town of Hopedale.

Article 19: DEATH DURING TERM OF EMPLOYMENT

If the Fire Chief dies during the term of his employment, the Town shall pay to the Fire Chief's estate all the compensation which would otherwise be payable to the Fire Chief up to the date of the Fire Chief's death, including but not limited to, unused vacation, holiday and compensatory time.

Article 20: SICK LEAVE

The Fire Chief shall accumulate sick days, which will accrue at the rate of one (1) day per month of actual time worked. A maximum accumulation will be one hundred twenty (120) days. Days may be used to attend the illness of immediate family members, consisting of spouse, parent or child. When more than three (3) consecutive sick days are taken due to illness, a doctor’s note or release may be required at the discretion of the Board.

Article 21: GOVERNING LAW

This Agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts.

Article 22: APPROPRIATION

The terms of this agreement shall be subject to annual appropriation by Town Meeting. IN WITNESS THERETO, the parties have hereunto signed and sealed this agreement and a duplicate thereof this _____ day of _____ 2021.

For the Town:

For the Fire Chief:

Brian Keyes - Chairman BOS

Thomas M. Daige – Fire Chief

Louis J. Arcudi III

Vacant

Filed with the Town Clerk this _____ day of _____ 2021.

Contract Between

The Town of Hopedale



&



***The Massachusetts Coalition
of Police, AFL-CIO
Local #164***

July 1, 2021 through June 30, 2024



*The Massachusetts Coalition of Police
AFL-CIO Local #164*



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*The Massachusetts Coalition of Police
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*The Massachusetts Coalition of Police
AFL-CIO Local #164*



**AGREEMENT BETWEEN THE TOWN OF HOPEDALE
BOARD OF SELECTMEN
AND THE
MASSACHUSETTS COALITION OF POLICE
HOPEDALE PERMANENT POLICE OFFICERS UNION LOCAL 164**

This agreement entered into the _____ day of May 2021 by and between the Town of Hopedale, (hereinafter referred to as the “Town”), and Massachusetts Coalition of Police, Local 164, (hereinafter referred to as the “Union”). This agreement is effective through June 30, 2024

ARTICLE 1: - RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent with respect to wages, hours and other conditions of employment for regular, full time employees in the job classifications of Police Officer and Police Sergeant in the Hopedale Police Department excluding the Chief, Lieutenant and all others.

The Town and the Union agree not to discriminate against employees covered by the Agreement on account of membership or non-membership in the Union.

ARTICLE 2: - DEFINITIONS

The words “employee” and “employees”, as hereinafter used in the agreement, refer only to such employees that fall within the collective bargaining unit as described in **Article 1**.

ARTICLE 3: - MANAGEMENT RIGHTS

Nothing in this agreement shall, in any way, be construed to alter, modify, change or limit the authority and jurisdiction of the Board of Selectmen or the Chief of the Department, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the laws of the United States, the bylaws of the Town of Hopedale, or any law or written order pertinent thereto.



The Massachusetts Coalition of Police AFL-CIO Local #164



Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of policy, the operations of the Police Department and the direction of the Police Officers are vested exclusively in the Board of Selectmen and the Chief.

Management shall include the Board of Selectmen, the Chief and the Lieutenant. No member of management shall be a member of the Hopedale Permanent Police Officers Union Local 164. Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the rights to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge for just cause; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules; regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen and Chief or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Department

By way of example but not limitation, management retains the following rights:

- ◆ To determine the mission, budget and policy of the Department;
- ◆ To determine the organization of the Department, the number of employees; the work functions, and the technology of performing them;
- ◆ To determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- ◆ To determine the methods, means and personnel by which the Department's operations are to be carried;
- ◆ To manage and direct employees of the Department;
- ◆ To maintain and improve orderly procedures and the efficiency of operations;



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- ◆ To hire, promote and assign employees;
- ◆ For legitimate safety purposes to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- ◆ To determine the equipment to be used and the uniforms to be worn in the performance of duty;
- ◆ To determine the policies affecting the hiring, promotion, and retention of employees;
- ◆ To establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- ◆ To lay off employees in the event of lack of work or funds;
- ◆ To establish or modify work schedules and shift schedules and the number and selection of employees to be assigned not inconsistent with the provisions of this Agreement;
- ◆ To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- ◆ To enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate subject to fulfilling its bargaining obligations;
- ◆ To suspend, demote, discharge, or take other disciplinary action against employees, only for just cause.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Nothing in this article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the contract limits its ability to act, management may exercise its rights under this article without having such actions being subject to the grievance procedure.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly,



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as to any such matter over which the contract is silent, the Town retains the right to make changes subject to its bargaining obligations under GLc150E.

This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an officer's training and ability, regardless of whether the exact duty is listed in a written job description.

ARTICLE 4: - EMPLOYEE RIGHTS AND REPRESENTATION

Section 1:

The members of the union bargaining committee, not to exceed two (2), who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted a leave of absence without loss of pay or benefits for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, or supplements thereto.

Section 2:

Union officers, representatives or grievance committee members, not to exceed one (1) may be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances with the employee or others involved, and to participate in any grievances as described in Article 23 hereof, or in arbitration procedures consequent thereupon.

Section 3:

Union officers, representatives or grievance committee members shall be permitted to discuss official union business with employees during work provided such discussion does not interfere with police business and shall be permitted to discuss such business with the Chief of Police at all mutually convenient times.

Section 4:

Union officers, representatives or grievance committee members up to a maximum total of two (2), in any one instance, shall be granted leave of absence without loss of pay or benefits, if they so



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request, to attend meetings of the Board of Selectmen, the Town Meeting, the General Court, or other public body including Massachusetts Coalition of Police Conventions, Massachusetts Police Association Conventions for a period of three (3) days and two (2) nights respectively, in addition to one (1) evening for the President's Dinner, subject to the reasonable discretion of the Chief of Police.

ARTICLE 5: - HOURS OF WORK AND OVERTIME

Section 1: REGULAR HOURS

The regular hours of work each day shall be consecutive.

Section 2: WORK WEEK

The work week shall consist of (40 hours) with consecutive days off. Four (4) days on, Two (2) days off.

Section 3: WORK SHIFT

All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time posted in advance showing work days and hours to be worked and shall be at the discretion of the Chief.

Section 4: WORK SCHEDULE

1. On March 1st and September 1st of each year, the Chief shall post a shift selection on the Department bulletin board, listing all regular work shifts to be in effect. Police officers may bid for shift assignments and shall be assigned by seniority except that:

A. Two sergeants shall not be assigned to the same shift unless the Chief approves. If a Sergeant and Lieutenant are working with only one Patrolman they shall be considered a Patrol Officer and perform patrol duties including sector assignments.



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- B. The Chief shall post the qualifications of any specialized position each year (Mar./Sept.) which may be bid by the officers. The Chief would have the final decision on the filling of the position(s), such as School Resource Officer or Detective Patrolman to any shift according to the operating needs of the department. The chief shall give reasons in writing to any officer not accepted to a specialized position.
2. Police officers shall have fifteen (15) days following the posting of the shift selection list to apply for shift assignments and to notify the Chief in writing of their requests.
 3. The new shift assignments shall become effective on the Monday following notice to the police officers of their assignments.
 4. Subject to emergencies and other exceptions as described in the Article, shift assignments shall remain in effect for the period involved.
 5. Nothing contained in the Article shall limit the sole authority of the Chief to alter regularly scheduled work shifts or to reassign or recall police officers during an emergency for the duration of such emergency.
 6. If officer's rotation changes, no Officer will be required to work more than 4 days in a row. (2) Administrative days will be given per the 4 and 2 schedule.
 7. If a new employee needs to be placed in the field-training program, the Chief of Police may assign the new employee to any one of the Department's three shifts. (0700-1500, 1500-2300, 2300-0700) for the duration of field training. This is solely for assigning the new employee to one of the Department's training employees for training of new employees. If the Department determines that the new employee should be moved to a different shift at some point during the field training, the Department and the Union may agree to reassign the new employee to a different shift.

Once the employee has satisfactorily completed the department's field training program, the employee shall be placed into the open shift assignment in accordance with article 5, § 4 of the agreement.

Section 5: OVERTIME SERVICE

All assigned, authorized and approved service outside or out of turn of an employee's regularly scheduled tour of duty or work shift (other than paying police, Details), work week or hours of work, including service on an employee's scheduled day off, during his vacation and service



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performed prior to the scheduled starting time for his regular? Work shift or Tour of duty, and service performed subsequent to the scheduled time for conclusion of his regular work shift or tour of duty, and including court time as set forth in this contract, shall be deemed overtime services and paid for as such.

Overtime service shall not include:

1. An out-of-turn shift or tour of duty, which is substituted for a regularly scheduled work shift, or tour of duty at the request of an employee, (subject to management's approval).
2. Swapped tours of duty work shifts between individual employees by their mutual agreement. Employees do not need any approval to swap shifts, and any nominal request to swap shifts cannot be denied.

Section 6: *NON-AVOIDANCE OF OVERTIME PROVISIONS*

The scheduled work shifts or tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this article.

Section 7: *FILLING OF SHIFTS*

If the Chief of Police decides to fill any vacant shift the following shall apply:

1. Members of the bargaining unit including the Lieutenant shall have first preference for all shift replacements, with the only exception being limited up to the initial twenty (20) shifts of IOD personnel.
2. Payment under this provision shall be at time and one half of the officer's current rate of pay.

Section 8: *MINIMUM PAYMENT FOR SERVICES*

Except as covered above and under other provisions of this Agreement, members shall receive a minimum of two (2) hours pay at the appropriate employee step rate and time and one half for call back duty. Any time over two (2) hours shall be at time and one half for hours worked only. During the hours of twelve midnight to six a.m., the minimum call back shall be three (3) hours calculated under the same provisions listed below.

For each month a Sergeant is on call they shall receive:



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2021-2022 12 hours of compensatory time.
2022-2023 14 hours of compensatory time
2023-2024 16 hours of compensatory time

Section 9: METHOD FOR COMPENSATION FOR OVERTIME SERVICES

Unless otherwise provided or exempted in this contract the following provisions and conditions will apply for overtime compensation.

1. Time and one half will be paid for all hours over (40) per scheduled week. This will be paid at the appropriate base step level of said employee.
2. No employee will be allowed to work more than sixteen (16) consecutive hours at any given time or in the same calendar day unless approved by the Chief.
3. Time will be paid for hours worked only, with the exception that no payment will be made for less than one (1) hour work. One hour will be paid in full for the first hour; all other time for actual time worked only.

ARTICLE 6: - EMPLOYMENT CONDITIONS

Section 1:

Any employee of the Police Department hired to perform full time police services shall be classified as a recruit until the successful completion of the required training to be a certified Police Officer in the Commonwealth of Massachusetts.

Section 2:

Any new hire that does not have previous police experience shall be classified as a recruit and is subject to the following conditions of employment:

- A. The probationary status of said employee shall commence at time of graduation and shall continue for fifty-two (52) weeks of actual performance of police duties.



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B. During training the Police Officers duty station shall be the assigned training academy.

Section 3:

Any new hire that is a certified Police officer in Massachusetts shall commence employment under the following schedule:

A. Probationary period shall be fifty-two (52) weeks of actual performance of police duties and will not be subjected to a particular pay rate except as determined by the Chief of Police and said rate shall not exceed the rate of the highest paid patrolman.

Section 4:

Any new hire that is a police officer outside of Massachusetts and can obtain certification within Massachusetts by passing the required First Responder, CPR, Medical, firearms and any other basic exams required by the Massachusetts Criminal Justice Training Council, and required documentation, shall be subject to a fifty two (52) week probationary period for actual performance and will not be subjected to a particular pay rate except as determined by the Chief of Police and said rate shall not exceed the rate of the highest paid patrolman. The probationary period for this section shall continue for fifty-two (52) weeks of actual performance of Police duties but shall not affect pay grade advancement.

Section 5:

Any officer promoted or advanced within the department to any rank higher than police officer shall be on probation within said new grade for one year from the date of promotion. If said officer is disqualified for any reason, he/she shall return to the previous position of Police Officer with no loss in seniority and displace said employee hired to fill the previously held position if any.

Section 6:

Any officer leaving for other than disciplinary reasons will be entitled to all benefits of Vacation, Personal, Holiday, and Comp. time that he/she has accumulated. Family members will be entitled to all the officer's benefits under this section only upon his/her death or if medically disabled.



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ARTICLE 7: - PAYING POLICE DETAILS

Section 1: DETAIL RATE

To apply to any individual, corporation, organization or government entity outside of the Hopedale Police Department hiring a town Police Officer for private duty.

Section 2: DETAIL RATE AND TERMS

Detail hourly “regular” pay rate shall always be the same hourly pay rate of the Massachusetts State Police (subject to change if the MSP changes to a higher “regular” detail rate and not a lower rate).

As of 070117, the “regular” hourly detail rate is \$50.00 per hour for private details with working hours from 0700-1600 hours Monday – Friday.

Private hourly regular detail rate from 1600 hours – 0700 hours Monday- Friday shall be time and one half of the “regular” detail rate .

Private Detail rate on Saturday shall be time and one half of the “regular” detail rate.

Private details are to be paid with a minimum of 8 hours.

Once the applicable detail rate is established at the beginning of the detail, and once established the detail rate can only increase and not decrease, based on changing circumstances.

Details performed for non-profit or charitable organizations located within the Town of Hopedale (e.g. the Larry Olson 5K, Blue Raider 5K race, Hopedale PACE, etc.) will be paid at the Town Detail rate, and paid for a minimum of 4 hours, After 4 hours, it goes to six hours, After six hours it goes to 8 hours.

Any High School Hockey games played at the Blackstone Valley Ice Rink located on Plain Street in the Town of Hopedale are required and shall have a Police Detail for all games. Details are to be paid with a minimum of 4 hours. After (4) hours, it goes to six (6) hours. After six (6) hours it goes to eight (8) hours.



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Details performed for the Town of Hopedale will be compensated at a minimum of four (4) hours at a rate of \$40.00 per hour for until June 30th, 2021 \$44 per hour until June 30th 2022 and \$46 per hour until June 30th 2023. All Hopedale Officer shall be paid their applicable overtime rate or \$40.00 per hour or the yearly applicable hourly rate whichever is greater. After (4) hours, it goes to six (6) hours. After six (6) hours it goes to eight (8) hours.

In the event that a Private/Town Detail assignment continues for more than eight (8) hours, Officer (s) so assigned shall be paid an additional 2 hour increments at time and one half of the current applicable hourly rate.

Town of Hopedale details are defined as those details that are paid for by the Town of Hopedale. For the purpose of this contract, Chapter 90 highway funds will not be considered Town of Hopedale funds.

- A. Members of the bargaining unit of the Police Department including the Lieutenant shall have the right of first refusal of all paying police details, providing said employee is not serving on a scheduled shift or otherwise assigned to duty (e.g. training, court, etc.). The 16-hour pay cap will not be exceeded without the Chief's approval.
- B. No paying-detail assignments shall be made until the person, firm, corporation or entity requesting or required to have such detail has agreed to pay the above rates of pay per employee with a guaranteed minimum of eight (8) hours pay per detail for each employee so assigned. In the event that a paid detail assignment continues for more than (8) hours, employees so assigned shall be paid an additional 2 hour increments at time and one half of the current applicable hourly rate.
- C. Contractual agreements contained in the Hours of Work and Overtime Provision shall apply to this provision, subject to approval by the Chief.
- D. All details at the Detail Rate worked on a Sunday or Holiday shall be computed at double time and one half of the effective rate at the time of hire.
- E. All details are subject to the Rules and Regulations of the Hopedale Police Department.
- F. If the person, firm, corporation or entity requesting the detail fails to provide a minimum of one (1) hour cancellation notice for details, the officer(s) shall be paid their appropriate detail pay as noted in Article 7.
- G. Strike Detail: Any time Officers are hired for a Strike Detail, no less than two Officers must be hired and the detail rate shall be \$75.00 per hour with an 8 hour minimum and



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overtime of 1½ times the detail rate after 8 hours with any portion of an hour being paid at 1 hour

ARTICLE 8: - COMPENSATION

The Union agrees to Bi-weekly pay and direct deposit providing that every other Town Department also participates.

Section 1: REGULAR AND OVERTIME RATES

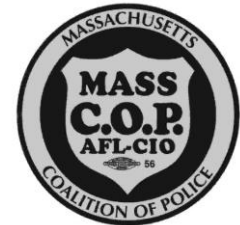
Contract Year	2021-2022	2021 - 2022
Completed Years of Service	Rate *	Overtime *
0 – 3	\$27.60	\$41.40
3 - 5	\$29.57	\$44.36
5 +	\$33.01	\$49.52
Sergeant @ + 18%	\$38.95	\$58.43

*** Rates and Overtime shown are without Quinn Bill impacts. These rates shall remain in effect through 06/30/18.**

Contract Year	2022 - 2023 (+ 2%)	2022-2023
Completed Years of Service	Rate *	Overtime *
0 – 3	\$28.15	\$42.23
3 - 5	\$30.16	\$45.24



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5 +	\$33.67	\$50.51
Sergeant @ + 19%	\$40.07	\$60.11

*** Rates and Overtime shown are without Quinn Bill impacts. These rates shall remain in effect through 06/30/2024.**

Contract Year	2023-2024 (+ 3%)	2023-2024
Completed Years of Service	Rate *	Overtime *
0 – 3	\$28.99	\$43.49
3 - 5	\$31.06	\$46.59
5 +	\$34.68	\$52.02
Sergeant @ + 20%	\$41.62	\$62.43

*** Rates and Overtime shown are without Quinn Bill impacts. These rates shall remain in effect through 06/30/2024.**

Section 2: SHIFT DIFFERENTIAL Regular Hours / Overtime Rates

Shift Differential	2021-2022	2021 - 2022	2022 - 2023	2022 – 2023	2023 - 2024	2023 - 2024
Applies during these Hrs	Rate	Overtime	Rate	Overtime	Rate	Overtime
3:00 p.m. – 11:00 p.m.	\$2.10 / hr.	\$3.15 / hr.	\$2.50 / hr.	\$3.75 / hr.	\$3.25 / hr.	\$4.88/ hr.
11:00 p.m. – 7:00 a.m.	\$2.45 / hr.	\$3.68/ hr.	\$3.00 / hr.	\$4.50 hr.	\$4.00 / hr.	\$6.00 / hr.



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If an officer works, any portion of hours during only those hours listed in the “Section 2 Shift Differential” they are entitled to the shift differential rate listed above for that shift. If an officer works, any portion of hours during only those hours listed in the “Section 2 Shift Differential” as overtime, they are entitled to the shift differential overtime rate listed above for that shift.

Section 3:

*The Officer’s holding the position of Detective shall receive an annual stipend in the amount of \$1,750.00. The officer holding the position of School Resource Officer shall receive an annual stipend of \$1,000.00. Stipends will be paid at the end of the fiscal year or on a prorated basis based on weeks in the stipend position.

Any officer who has earned their EMT certification shall receive an annual stipend in the amount of \$1,000.00 This stipend will be paid within 30 days from the beginning of each fiscal year. This is 30 days from July 1st and shall be paid in the amount of \$1,000.00 in a separate vendor check.

STIPEND –

\$275 2021- 2022

\$300 2020-2023

\$325 2023-2024

F.T.O (4 OFFICERS)

L.T.C (1) (Lieutenant to continue current functions of taking appointments and billing)

Maintenance officer (1)

Fire arms instructor (1)

Leaps state computer (2)

Section 4:

The Sergeants shall be paid at a rate 18 for year one, 19% for year two and 20 for year three, higher than the hourly rate of the highest paid bargaining unit officer, excluding pay in conjunction with the Quinn bill or education incentive, and any stipends, but shall not be less than 5% over the successful candidate's current rate of pay prior to promotion to the rank of Sergeant. In the event that the highest paid patrolman leaves the police department, the Sergeants pay shall not be adversely affected.



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***OFFICER IN CHARGE PAY**

In the absence of the Chief of Police, Lieutenant, or Sergeants, the Officer on duty with the greatest seniority assigned to the shift/overtime shall be the Officer in Charge and shall be paid Sergeants pay. During the hours of 0800-1600 hours Monday- Friday, no officer shall receive OIC pay unless the Chief leaves farther then a town which does not touch the town of Hopedale or the chief is off duty.

ARTICLE 9: - HOLIDAYS

Section 1:

The Town agrees that starting January 1st 2012 all Holiday, Vacation days, Personal Days and Sick days shall be documented on each employee's check stub.

The following days shall be considered holidays for the purpose enumerated below:

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

For the purpose of this Article, the "holiday" is the twenty-four hour period commencing at 12:01 a.m. of each day listed in this section.

Section 2:



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Officers who work a holiday shall be paid time and one half of their regular hourly rate which includes Christmas Eve. Each employee shall receive, for each holiday commensurate time off, at straight time, on a mutually convenient date between the Chief and the employee (minus Christmas eve). This provision applies to all employees be they serving a tour of duty on said holiday or an off day of relief. It is further agreed that all commensurate time off be taken in the fiscal year in which the holiday occurs.

Any Officer who works an overtime shift on a holiday shall be paid time and one half of the holiday pay rate. If an officer is ordered to work a holiday, the officer shall receive the regular day's pay, plus time and one-half for the shift assignment.

ARTICLE 10: - VACATIONS

All members shall receive a yearly vacation with pay to be computed as follows:

- After one (1) year of service 10 days
- After five (5) years of service 15 days
- After ten (10) years of service 20 days
- After fifteen (15) years of service 22.5 days
- After twenty (20) years of service 25 days

No employee shall be allowed to take more than two consecutive weeks of vacation without prior approval of the Chief of the Department. All vacations except one week must be taken during the fiscal year in which they are due, subject to approval of the Chief. Vacation time shall not accrue from one year to another.

1. All time off requests for time off shall be granted on a seniority basis, by serial number, unless time off has already been granted to another officer on the same shift.
2. No employee shall be denied time off unless the time off creates the filling of more than one overtime shift, per shift. (I.E 1st, 2nd, or 3rd shift)
3. Each Employee may carry-over up to one week of vacation time into the new fiscal year.



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ARTICLE 11: - PERSONAL DAYS

Each Police Officer covered by this agreement shall receive, during each fiscal year, three (3) personal days off. At least twenty-four hours notice shall be given to the Chief of Police, and time off shall be granted subject to his approval. Days covered under this article are non-cumulative and must be taken during each fiscal year.

ARTICLE 12: - FUNERAL LEAVE

In the event of a death of a member of the family of an employee, the Town will grant reasonable time off without loss of normal straight time compensation for all scheduled work days falling within the three (3) day period next following the date of death in the immediate family.

Immediate family being wife, husband, children, parents, sister or brother, parents-in-law or in the immediate household.

For other members of the family, grandparents, grandchildren, aunts, or uncles, one (1) day without loss of pay will be granted if the funeral is held on a scheduled workday. More time in individual cases, due to unusual circumstances or for persons other than those listed above, shall be granted subject to the discretion of the Chief of Police.

ARTICLE 13: - JURY DUTY PROVISIONS

Section 1:

Full normal wages or salary will be paid to eligible employees while absent from work for jury duty for a period not to exceed six weeks in any twelve consecutive months commencing with the first day of absence from work.

Full normal wages for this provision mean the employee's normal straight time rate minus any compensation received from jury duty, excluding travel allowances.

Section 2:



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Employees drawn for Jury Duty, whose days of relief are other than Saturday or Sunday, generally should not be required to report for work on Saturday and/or Sunday. If, however, because of sickness, vacation or other reasons it is impossible to operate, then such employee shall not refuse to report.

ARTICLE 14: - COURT TIME

Compensation shall be paid for appearances in court, providing said employee is not serving a tour of duty, or on any other legal forum as it relates to the performance of official duty, further providing said appearances have the approval of the Chief of Police or his designee. Time and one-half of the appropriate employee rate of pay for all hours covered above, with a minimum of four (4) hours pay. Any time over four (4) hours will be at time and one-half for hours worked only.

Full normal wages or salary will also be paid to eligible employees while absent from work to appear as witnesses on behalf of the Town in work related court cases or work related legal processes to which the employees have been required to attend by service of legal process or in the performance of official duties.

Members of the bargaining unit summonsed to appear in court shall be entitled to reimbursement for mileage, meals, tolls and parking fees. Said mileage to be paid at the rate in effect for town employees, providing a police vehicle was not used for transportation. All meals, tolls and parking fees subject to the rules and regulations of the Police Department. **Paid vouchers shall be submitted to the Town Accountant prior to reimbursement.**

ARTICLE 15: - CLOTHING ALLOWANCE AND EQUIPMENT

Section 1: CLOTHING ALLOWANCE

Each full time Police Officer of the Hopedale Police Department shall receive the sum of \$1,200.00 for fiscal year 2022. \$1500 a year starting FY23. The clothing allowance is subject to the following provisions:

- A. Each employee shall submit to the Chief of Police for payment vouchers for uniforms and clothing purchased in the amount or amounts not to exceed the amounts listed above annually, and such vouchers shall be paid by the Town forthwith upon presentation.



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- B. Each employee may purchase his/her uniform and clothing at any business establishment, provided however that uniforms and clothing so purchased must conform to Department specifications.

Professional Attire may be purchased such as suits, sport coats, slacks, dress shoes, shirts, ties, belts and accessories.

Section 2: *EQUIPMENT*

The Town at its sole cost and expense shall supply to and replace for all employees all approved leather goods, handcuffs, service weapons, magazines, holsters, belts, night sticks, shoulder patches, ammunition and badges and mandated approved body armor, carriers, trauma plates and fasteners.

Section 3: *RECRUITS EQUIPMENT*

Within the constraints of the agreed upon clothing allowance the Town shall supply pants, shirts, hat, service collar and insignia, nylon patrol jacket, raincoat and dress uniform.

Section 4: *ISSUED EQUIPMENT*

All equipment issued to any Police Officer shall remain the property of the Town of Hopedale and said Police Officer shall be held liable for maintaining all equipment in acceptable condition, reasonable wear and tear excepted. Upon termination of employment all property issued by the Town shall be returned to the Chief of Police or his designee.

ARTICLE 16: - *SICK LEAVE*

Section 1:

Each permanent employee with one (1) year or more service shall be entitled to one (1.25) days per month of sick leave accumulative to one hundred and fifty (150) days commencing from the date of permanent employment. Employees with less than one (1) year of service shall receive one (1.25) days for every completed three (3) months of service. Upon completion of twelve (12) months of services they will be credited with ten (10) more for a total of fifteen (15) sick days. Days may be



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used to attend to the illness of immediate family, except additional days may be used in the event of a medically documented hospitalization or long term illness and may be used to assist in maternity leave.

Section 2:

Wages or salary will not be payable whenever the disability and or illness of the employee is the result of an occupational or non-occupational accident which permits the employee to recover damages from a third party. In the event an employee is to be paid wages or salary, for a period of disability/illness that is later recovered by the employee from a third party of any fraction thereof, he shall reimburse the Town for any excess.

Section 3:

Any employee that is on “Pay-for-time-worked” covered under this agreement is not eligible for benefits under this section, except as provided by MGL c. 41, §111F.

Effective July 1, 2006, the employee contribution to health insurance shall increase to thirty percent (30%).

Section 4.

If an employee uses sick leave for four consecutive calendar days, the employee shall provide the Chief of Police with a letter from a medical professional excusing the employee’s absence on the fourth consecutive calendar day, and any subsequent consecutive calendar day.

ARTICLE 17: - PROCEDURE ON ‘PAY FOR TIME WORKED

Section 1: PROBATIONARY EMPLOYEES

Each absence of a probationary employee will be carefully analyzed. The absentee record is an important factor in determining whether a probationary employee would be allowed to become permanent.



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(Occasionally, an individual's record suddenly worsens directly following the probationary period. In such cases, consideration should be given to warning the individual of possible discharge rather than more loss of sick pay)

Section 2: PERMANENT EMPLOYEE

A. The Record:

Whether an employee should be called in for discussion of his/her poor absentee record will depend on a careful analysis of that record. Consideration should be given to the number of absences, (frequency), total days lost exclusive of authorized absences, pattern of absences, (past record, sudden change, regularity, days of week out), and length of period over which absenteeism has been considered excessive.

B. First Interview-Warning:

In the first meeting the employee should be told of the difficulties in running a department when an individual is frequently absent and also that the town's sick pay policy was not designed for such excessive absenteeism. If the individual does not want to see his/her doctor, he/she should be told that his/her absentee record must improve or he/she may be put on pay for worked basis. A continuing poor record may mean the individual is not employable. Following the meeting the department head will send a letter to the employee summarizing the conclusions of the meeting.

Second Interview:

The absentee record will be checked every three (3) months and if there is no improvement in three to six months after the warning, the department head should call in the employee and tell him/her that he/she is being put on a pay-for-time worked basis effective immediately. A letter will again be sent to the employee, with a copy to the Board of Selectmen.

C. Follow-up.

1. Failure to Improve:

The absentee record of an individual on a pay-for-time basis will be checked every three to six months and if no improvement is observed within one year, discussion between the department head and the appointing board should be held to determine what action, if any, should be taken.



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2. Improvement:

If the employee's absentee record improves to the point where it is no longer considered excessive for a six month period, then the department head may restore sick pay benefits to the employee. When this is done, the department head should warn the employee that if, his/her record again becomes poor, he/she will be put back on a pay worked basis, subject to a review at the end of a one year period. If sick pay benefits are restored as a result of this second review and the employee's record is satisfactory for a further period of one year, the warning will be removed from the employee's record and the employee will be given written notice of this action.

*Exception:

In cases of dramatic action on the part of the employee designed to eliminate his absence problem; for example, by having corrective surgery completed, the employee may be restored sick pay benefits immediately. Other cases due to acute illness and surgery creating extreme hardship in deserving instances will be reviewed on an individual basis.

3. Definition of Pay-for-time-Worked:

An individual on a pay-for-time-worked basis shall be paid only for those hours worked, except that he/she shall also be paid under the following circumstances as determined by the appropriate town policy: vacation, holiday, death in the family and authorized absences.

4. General:

On occasion an employee may feel that the Town is questioning the legitimacy of his/her declared illness. This is not the case. The above procedure is based on excessive absenteeism which is a matter of record. Therefore, this procedure would not cover an instance where an employee is known to have falsely claimed an absence due to illness, nor would it cover a situation where an employee failed to properly notify the Town of his/her absence.

5. Holiday Compensation:

If an employee is on pay for time worked basis, he/she shall receive holiday compensation only if he/she works his/her scheduled shift prior to and subsequent to the holiday.



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ARTICLE 18: - EDUCATION

It is agreed by both parties to accept the provisions contained in MGL c. 41, §108L; providing that the Commonwealth of Massachusetts continues to reimburse the Town of Hopedale at the present minimum 50% rate. It is understood that the Town will continue to pay the 50% RATE OF THE Quinn Bill for those members employed (2) as of the date of this contract if the Commonwealth does not fund said program. The Town will include all members under the Quinn Bill starting December 01, 2022 at the 50% Rate of the Quinn Bill. Starting on December 1st,2022 the Town will include all members under the Quinn Bill starting December 01, 2023 at the 60% Rate of the Quinn Bill

The current benefits are as follows:

- Associate Degree or 60 points 5%
- Baccalaureate Degree or 120 points 10%
- Master’s Degree 12.5%

*Education incentive for degree’s: ENDING November 30th 2022

- \$1,000.00 for Associate degree, or 60 credits
- \$4,000.00 for Bachelor’s degree
- \$4,500.00 for Master’s degree/ Juris Doctorate

December 1st 2022 50% Quinn

- Associate Degree in Law Enforcement, or 60 points 5%
- Baccalaureate Degree in Law Enforcement 10%
- Master’s Degree in Law Enforcement 12.5%

December 1st 2023 60%

- Associate Degree or 60 points 6%
- Baccalaureate Degree or 120 points 12%
- Master’s Degree 15%

It is further agreed to pay tuition and books if a B grade is maintained. Said reimbursement to take place after certification of course. Receipts shall be required for proof to the Town Accountant. Only one course per semester shall qualify for this provision.



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ARTICLE 19: - MANDATORY SCHOOLING

Members of the bargaining unit mandated to attend in-service school shall be entitled to reimbursement for mileage, meals, tolls and parking fees. Said mileage to be paid at the rate in effect for town employees, providing a police vehicle was not used for transportation. All meals, tolls and parking fees subject to the rules and regulations of the Police Department. **Paid vouchers shall be submitted to the Town Accountant prior to reimbursement.**

ARTICLE 20: - SENIORITY AND SERVICE

Section 1: DEFINITION

Seniority denotes an employee's length of continuous full-time service with the Hopedale Police Department since their initial date of hire.

Section 2: SENIORITY AND SERVICE

The employer shall post on the department bulletin board a Seniority List showing the service of each employee. A Copy of said list shall be furnished to the local union when it is posted and/or changed. This list to be maintained within the Police Department in accordance with the department policy and procedure manual.

Section 3: JOB POSTINGS AND PROMOTIONS

Whenever a job opening occurs which the Town decides to fill, a notice of such opening shall be posted for ten (10) working days. During this period, employees who wish to apply for the open position or job may do so. The application shall be in writing, and the Town shall fill the opening by promoting in accordance with department policy and procedure.

Section 4: SHIFTS, ASSIGNMENTS, VACATIONS

Department policy and procedure shall govern the choice of shift assignments and vacations.



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Section 5: LAYOFF AND RECALL

Employees shall be laid off (beginning with the least amount of seniority) and recalled according to seniority.

Section 6: COMPUTATION OF SERVICE

Only service on or with the Police Department of the Town of Hopedale shall be computing length of service, with the excepted inclusion of all leaves of absence for military service termination with the reinstatement or reemployment of the employee to the Police Department.

ARTICLE 21: - MISCELLANEOUS

Section 1:

It is not the intent of this agreement to change existing practices in instances where an issue is not covered by contract, unless specifically covered or benefits previously awarded to members of the Hopedale Police Department.

Section 2:

The conditions covered in this agreement supersede any conflicting policy in effect prior to this agreement being executed.

Section 3:

Each year of the Agreement is subject to funding by Town Meeting.

ARTICLE 22: - NO STRIKE CLAUSE

No employee covered by this agreement shall engage in, induce, or encourage any strike, work stoppage, slow down or withholding of service to the Town.

ARTICLE 23: - GRIEVANCE PROCEDURE AND ARBITRATION



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Employees and/or union representative are encouraged to initially present concerns to the Chief of Police on an informal basis and an earnest effort shall be made to adjust the problem if possible. If not so adjusted, complaints, disputes or controversies alleging a violation of a specific provision of this Agreement may be processed as a grievance under the following procedure:

Step 1:

Grievances shall be put in writing specifying the provision allegedly violated and the remedy sought. The Chief of Police will respond in writing, which he must do within ten (10) days after such request. The time will be extended if the Chief is away (vacation, sick, training, etc.) for no more than an additional 14 days. If no satisfactory adjustment is reached at Step 1, the grievance may be submitted to Step 2.

Step 2:

If the grievance is not resolved at Step 1, or answered by the Chief of Police within the time limit set forth above, the grievance, in written form, shall be submitted to the Board of Selectmen of the Town within ten (10) days after the ten (10) day period referred to in Step 1. The time will be extended if the Officer is away (vacation, sick, training, etc.) for no more than an additional 14 days. Within thirty (30) days the Board of Selectmen, or their designee(s), and the grievance committee of the Union shall attempt to settle the grievance. If the matter cannot be satisfactorily settled in Step 2, the Board of Selectmen shall give their written answer to the grievance committee within seventy two (72) hours, excluding weekends and holidays, after the final meeting ends.

Step 3:

If the parties cannot agree as outlined in Steps 1 and 2, then both parties agree to proceed with mediation and fact finding, not be binding on either party. It is the intent of this Step to provide both parties with a neutral opinion on the unresolved issues before them, in the spirit of collective bargaining, short of causing unnecessary expense to the union and the Town through arbitration. Both parties will submit the names of three mediators for consideration and once agreement is reached on a mediator, Step 3 will be implemented. If no agreement can be reached on a neutral mediator, then Step 4 will be implemented.

Step 4:



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State Law requires the Union file a demand with the American Arbitration Association or with the Massachusetts Board of Conciliation and Arbitration. The arbitrator shall confine his/her award exclusively to the interpretation or application of the express terms of this agreement. The award may not add to, detract from, alter, amend or modify any term or provision of this agreement. It shall neither establish nor alter any pay rate or wage structure. The arbitrator's award shall be final and binding on the parties subject to the provisions of MGL c.150C.

Costs incurred by Step 3 and Step 4 will be divided equally between the Union and the Town.

ARTICLE 24: - STABILITY OF AGREEMENT

Section 1:

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 said parties.

Section 2:

The failure of the Municipal Employer or the union to insist, in any one or more situations, upon performance of any terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Municipal Employer or of the Union to future performance of any such term or provision, and the obligations of the union and the Municipal Employer to such future performance of any such term or provision, and the obligation of the union and the Municipal Employer to such future performance shall contain in full force and effect.

ARTICLE 25: - TERM OF CONTRACT

Section 1:

This agreement shall remain in full force and effect from July 1, 2017 through June 30, 2020. This Agreement can only be amended during the term of this contract by mutual agreement of both parties.

Negotiations shall commence on or before January 15, 2020 with the UNION submitting their proposals to the Board of Selectmen.



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ARTICLE 26: - DISCIPLINE AND DISCHARGE

There shall be no suspension or discharge except for just cause. Before arbitrating a violation of this Section, the employee must elect arbitration in writing as his exclusive remedy only to the extent required by MGLc.150E, §8.

Section 1: DISCIPLINE

Disciplinary action or measure shall include only the following: oral reprimand, written reprimand, suspension (notice of which to be given in writing), and discharge. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2: DISCHARGE

If, in any case, the employer feels there is just cause for discharge the employee involved will be suspended for up to thirty (30) days. The employee and his union representative will be notified in writing that the employee has been suspended and is subject to discharge.

The union shall have the right to take up the suspension and/or discharge as a grievance at Step 2 of the grievance procedure and the matter shall be handled in accordance with the following arbitration procedure.

Within thirty (30) days following the Selectmen's response the union may file the grievance for arbitration by notifying the Board of Selectmen in writing. The parties concerned may select an arbitrator mutually agreed upon or the union may file a demand with the American Arbitration Association or the Massachusetts Board of Conciliation and Arbitration.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE 27: - DRUG TESTING

The Union has developed an acceptable drug testing policy that was implemented in fiscal year 2003 and will continue to run through the life of this contract. See Addendum "A".

AGREEMENT ON DRUG TESTING



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**BETWEEN THE HOPEDALE POLICE DEPARTMENT / TOWN OF HOPEDALE
AND THE MASSACHUSETTS COALITION OF POLICE, LOCAL 164, AFL-CIO**

The Hopedale Police Department / Town of Hopedale, through the Chief of Police (Chief) and the Massachusetts Coalition of Police, Local 164, AFL-CIO (Union) agree that the use of illegal drugs by police officers can have a devastating impact on the department, on the individual and upon the community. It is the policy of the Hopedale Police Department (Department) that the use of illegal drugs by sworn personnel will not be tolerated. To that end, the following policy and procedures are promulgated:

1. The Chief of Police, or in his absence the person in charge of the police department, may with reasonable suspicion, order a sworn employee to submit a test sample of urine for drug related analysis.
2. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of illegal drugs, whether on or off duty. Reasonable suspicion shall be based on information of objective facts obtained by the Department and the rational inferences which may be drawn from those facts. The credibility of the sources of the information, the reliability of the information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.
3. When ordered to submit a sample for drug related analysis, the employee shall immediately comply. Failure to comply with such order shall be cause for discipline, up to and including termination. At the time the employee is ordered to submit a sample, s/he shall be given a copy of this policy and a Union representative shall be present unless the employee waives, in writing, the presence of the Union representative. The Department, with the approval of the Union, shall devise a form for the purpose of informing the employee of his/her rights, including the right to request a review of the order to submit a sample.
4. The employee ordered to provide the test sample may initiate a review of the order by immediate request. If the employee requests a review, he will provide the sample, which will be held by the testing facility until such review is completed. A portion of the original sample shall be provided to an official of the Union upon the employee's request.



*The Massachusetts Coalition of Police
AFL-CIO Local #164*



5. If the employee requests a review of the order to submit a sample, the order shall be reviewed by a committee of three persons who will be selected and appointed as follows: One superior officer appointed by the Chief of Police, one sworn officer appointed by the Union, and one non-sworn member neutral as to management and employee interests, agreed upon by both the Department and the Union. A vote of two members of the committee shall constitute the decision of the committee.
6. The review of the order to submit a sample shall be conducted and concluded within twenty-four hours of the time the sample was required, or as soon thereafter as is practicable. The committee's review shall be an informal process with the purpose of determining whether there was reasonable suspicion to order the test. The committee's determination shall be final, and shall not be subject to the grievance or arbitration process.
7. If the committee concludes that the order to provide a test sample was warranted, such testing shall be conducted immediately. Such sample shall be taken and tested at a NIDA certified laboratory. The tests shall consist of an initial screening by a test such as EMIT (enzyme immunoassay) and, only if the first test is positive, a follow-up test by "GC/MS" (gas chromatography and mass spectrometry) or some methodology of at least equal reliability.
8. If the committee finds that reasonable suspicion does not exist, the sample shall not be tested and shall immediately be destroyed.
9. Any employee who tests positive shall immediately be removed from active duty and placed on rehabilitation leave, without compensation, for forty-five (45) calendar days. Vacation days, personal days or compensatory time accumulated by the employee may be used to offset this unpaid leave period. For an additional forty-five (45) calendar day period following this period of unpaid rehabilitation leave, the employee will serve his/her regular tours of duty at a reduction in pay such that the only pay the employee contributes as his/her share of the premiums for that employee's health insurance coverage, whether individual or family. During this latter forty-five (45) day period, the employee shall be eligible to work up to twenty (20) hours of paid details per week. During this entire ninety (90) day period, benefits, such as health insurance and longevity, shall be continued on the same basis as if the



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employee were still actively employed, except the employee shall receive no compensation for holidays falling during this period and the employee shall not accrue sick bonus days during this period.

10. Such officer will also be required to submit to any counseling or rehabilitation that is deemed appropriate by the Town physician/counselor and the officer's physician/counselor. In the event of disagreement between the Town physician/counselor and the officer's physician/counselor, the town shall agree on a third physician/counselor, who after receiving input from all parties, shall determine the appropriate counseling or rehabilitation. Such treatment shall be at department expense, with the individual agreeing to allow the Chief or his/her specified designee access to the treating physician/counselor for the purpose of (1) assessing fitness for duty and (2) ensuring compliance with any mandated treatment program. A physician/counselor's fitness for duty certification shall be required before such officer may return to active duty.
11. Such officer will also be required to submit to random drug testing for a period of two years following return to active duty. If the officer subsequently tests positive, then the officer may be immediately disciplined, including discharged subject to statutory appeal rights.
12. The fact that an employee has been appropriately ordered to submit to a drug test will not preclude the department from initiating criminal or administrative action against him or her whenever circumstances or available evidence so dictate. The results of a drug test obtained pursuant to this policy shall not be introduced as evidence in any proceeding other than those specifically called for under this policy.

ARTICLE 28: - LONGEVITY

- **Ten (10) years of service:**
\$1,000.00 and \$100.00 for every year of service through year fourteen (14)
- **Fifteen (15) years of service:**
\$1,500.00 and \$100.00 for every year of service through year nineteen (19)
- **Twenty (20) years of service:**
\$2,500.00 and \$150.00 for every year until retirement.



*The Massachusetts Coalition of Police
AFL-CIO Local #164*



Payment to be made on the anniversary of hiring date.



*The Massachusetts Coalition of Police
AFL-CIO Local #164*



The parties hereunto sign and seal this agreement and a duplicate thereof:



FOR THE TOWN OF HOPEDALE



FOR THE UNION

Chairman, Board of Selectman

Sgt. Ricardo Lima.
President, Local #164

Board of Selectman

Ofc. Mario Sousa
Local #164

Board of Selectman

Filed with the Town Clerk this _____ day of _____, 2021.

Seal:
Attest:

Town Clerk



*The Massachusetts Coalition of Police
AFL-CIO Local #164*



**TOWN OF HOPEDALE, MASSACHUSETTS
LOCAL ELECTION WARRANT**

SS. Worcester

To any of the Constables of the Town of Hopedale,

Greetings;

In the name of the Town of Hopedale, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in the Local Election to vote at:

**George A. Draper Gymnasium
13 Dutcher Street, Hopedale Massachusetts**

on **Tuesday, The eleventh of May, 2021** from **12:00PM** to **7:00PM** for the following purpose:

To cast their votes in the Local Election for the candidates for the following offices:

BOARD OF SELECTMEN3 YEARS
BOARD OF HEALTH 3 YEARS
HOUSING AUTHORITY5 YEARS
LIBRARY TRUSTEE 3 YEARS
PARK COMMISSION3 YEARS
PLANNING BOARD5 YEARS
PLANNING BOARD1 YEAR
ROAD COMMISSIONER.....3 YEARS
SCHOOL COMMITTEE3 YEARS
SCHOOL COMMITTEE3 YEARS
TREE WARDEN2 YEARS
TOWN MODERATOR3 YEARS
WATER & SEWER COMMISSIONER..... 3 YEARS
WATER & SEWER COMMISSIONER..... 1 YEAR

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of **April 2021**.

_____ Brian R. Keyes, Chairman

_____ Louis J. Arcudi III, Selectman

This notice shall be posted as required by Town bylaws in four places in the Town of Hopedale:

Town Hall, Police Station Lobby, Post Office Lobby and the Draper Gym.

Return of Service: _____ April _____, 2021
Constable

A true copy, attest: _____
Lisa M. Pedroli, Town Clerk

TOWN OF HOPEDALE
SPECIAL TOWN MEETING WARRANT

Saturday, May 22, 2021
11:00 AM

Worcester SS: To the Constables in the Town of Hopedale in the County of Worcester.

Greetings: In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of the Town of Hopedale qualified to vote in town affairs to meet on the lawn of the Community House located at 43 Hopedale Street, Hopedale, MA 01747, on May 22, 2021, at 11:00 am, or on Saturday, June 26, if event is postponed and notice provided; then and there to act on the following articles:

ARTICLE 1: To see if the Town will vote to transfer from available funds a sum of money to pay prior year bills (pre-7/1/21), or take any other action related thereto.

Submitted by: Board of Selectmen

Commentary: This article will authorize payment of bills received after July 1, 2021 for goods and services incurred during the previous fiscal year. Approval of this article requires a 4/5 vote.

ARTICLE 2: To see if the Town will vote to transfer sums of money from certain accounts to others to adjust the fiscal year 2021 operating budget, or take any other action related thereto.

Submitted by: Finance Committee

Commentary: These items will represent amounts exceeded by budgets in various departments. This article will require a majority vote.

ARTICLE 3: To see if the Town will vote to transfer from available funds such sums as may be required for various purposes, or take any other related action thereto.

Submitted by: Capital Planning Committee

Commentary: It is anticipated this article will transfer from Free Cash and Retained Earnings, various sums for capital items. Free Cash and Retained Earnings has been traditionally used to fund capital items of a non recurring nature. This article will require a majority vote.

You are hereby directed to serve this Warrant by posting attested copies thereof at three public places in different parts of the Town not less than fourteen days before the holding of said meeting. Hereof, fail not to make the due return of the meeting aforesaid.

Given under our hands, this _____ day of May 2021.

HOPEDALE BOARD OF SELECTMEN

Brian R. Keyes, Chair

Louis J. Arcudi III

Vacant

A True Copy, ATTEST:
Posted in the Town Hall, Police Station, and Post Office Lobby.

Constable

Date

DRAFT

Free Cash Available \$404,943
Stabilization Available \$ 1,019,838

FY21 STM funding needed: \$ 216,905

\$21,830.55 current deficit
\$18,118.43 Peter Durning
\$ 6,825.00 EP
\$ 4,710.03 KP Prior Year (FY20)
\$ 25,000.00 KP FY21
\$ 76,484.01 Legal

\$ 4,000.00 Dynamic Janitorial
\$2,500 Repairs/Maint TH
\$ 6,500.00 Town Hall

\$ 19,008.28 Snow & Ice

\$ 20,387.30 current deficit
\$ 20,000.00 Est until 6/30
\$ 40,387.30 Streetlights

\$ 8,265.00 Short term Interest - Not budgeted

\$ 3,317.00 Inc in Workers Comp

\$ 25,000.00 Unemployment Ins

\$ 33,876.00 Health Insurance

\$ 4,067.68 Liability Premiums

\$ 216,905.27 Est Total Needed for FY21

Activity/Project/Grant Title	Progress Effective 4/26/21	Anticipated Completion Date	Funding Source (if applicable)	Amount	Grant Reports Due	Dept, Project Manager	File Location	Notes
FY22 Budget	ongoing	5/10/2021	Town Meeting; Debt Exclusion			TA/Fin Com/Dept Heads	Coordinator, Budgets, FY22	
FY22-FY26 Capital Planning	ongoing	5/10/2021				TA/Fin Com/Dept Heads	Coordinator, Budgets, FY22	
Union Negotiations (5 Personal; Police Chief, LT, Fire Chief, Police Unit; Schools; remainder ongoing)	Completed: Personal; Police Chief, LT, Fire Chief, Police Unit; Schools; remainder ongoing	Quarterly Meetings	Town Meeting			TA/Bos/ School Committee		
Wage & Classification Plan (non-union, clerical & public works)	Job Descriptions first draft; Wage plan first draft	5/10/2021	Town Meeting			TA/Dept Heads/Staff	Coordinator, Personnel	
Municipal Vulnerability Preparedness (MVP) Planning	Invites sent for Stakeholder Workshops - 3/16 & 3/23 1st Workshop completed; 36 Participants from Hopedale & Region, 2nd Workshop, 3/23, Survey sent 3x to participants to complete.	6/15/2021	EDEEA Grant	\$17,000 & 150 hrs staff/vol match	X	TA/EA	Coordinator, Projects	
Bancroft Memorial Library Roof Repairs	Grant contracts co-signed and received by State Bids Received 2/28/21 Contract Awarded 2/22/21 Notice to Award & Contract Docs Sent 3/4/21 Contracts Signed. Construction Kickoff Meeting, 3/17/21	MA Historic Grant, 6/30/21; Project FY23	MA Historic Grant, FY21 Appropriation	\$55,000, \$100,000	X	Library Director	Coordinator, Library, Roof Repairs	
Reconstruction of Mendon Street/Hopedale Street (aka Cumbly's Intersection)	Easements are prepared for ATM vote; Met w RR to relook at design due to RR Gate being installed. BSC incorporating RR signaling into design.	6/30/2021 - Extension Requested	MassWorks Grant	\$1 million	X	TA: Highway Superintendent	Coordinator, Projects	
COVID Mitigation	Current Reconciliation sent 3/5/21; American Response Plan 5	12/31/2021	American Response Funds	\$506,000; \$500,000	X	TA/EMD/School Admin	Coordinator, CARES	
Master Planning (Housing & Economic Development Chapters)	Visioning Workshop Complete Benchmark Review Underway Vision statement drafted.	10/31/2021	EEA	\$50,000	X	MPSC, CMRPC	Coordinator, Master Planning	
Open Space & Recreation Plan Chapter & Zoning Review	Recruiting for 3 vacancies for Open Space & Recreation Planning Committee	6/30/2022	EEA	\$33,500	X	TA, CMRPC		
Permitting Guide (DLTA hrs)	Planning Board Voted to Submit DLTA Application to CMRPC for Permitting Guide; CMRPC voted to fund on 3/31/21. Project to Proceed.	12/30/2021	CMRPC DLTA	\$10,000		TA, EA, CMRPC	Coordinator, Projects	
Hazardous Mitigation Plan Update	RFP in process.	6/30/2022	FEMA	\$17,500	X	TA, Local Hazard Mitigation Committee	Coordinator, Projects	
Electronic Permitting for BOH, Building & Fire Dept	RFQ in process. Team attending Demos	12/31/2021	CC Municipal IT	\$47,000	X	Town Admin/CBO/BOH/Fire Chief	Coordinator, Projects	
Expression of Interest for ED Grant Portal	Planning Board Voted on 3/3 to Use CMRPC LPA (12 Hrs) for submittal; Submitted 3/29; Received Feedback report 4/12/21	2/8-4/2	Community One Stop for Growth			CMRPC/TA		
Community Preservation Act (start 7/1/21)	Draft Bylaw Prepared Committee to Form after ATM	4/26/2021 6/30/2021	CPA Fund	CPA 1% surcharge		Town Admin		
Stormwater MS4 Permitting	PB Hearing To Be Scheduled for 4/28/21	FY25	Appropriation	\$500,000		TA/PB	Coordinator, Projects	
Streetlight LED Conversion	Contracts Signed w RealTerm Energy Waiting for Acquisition Docs from National Grid	mid-May 2021	Appropriation (Borrowing Authorization)	\$268,000		TA	Coordinator, Projects	
Green Communities Designation	Submitted & Awaiting Response Rebate Paperwork Submitted to National Grid for LED Conversions at Police Station, Bancroft Memorial Library & Jr/Sr High School; Met 4/5 to prepare and review projects; Town received designation 4/8. Paperwork to be returned in 90 days.	FY22	EOEEA	\$135,000	X	TA/EA, CMRPC	Coordinator, Projects	
Complete Streets Implementation	Policy Adopted 2/8/21, Submitted to Portal & Under review by MA DOT; Policy scored 97 points. Proceed to Tier II planning.	ongoing	MA DOT			Town Admin	Coordinator, Projects	
Website Redesign/Updates & Implementation	Approved & Submitted to Civic Plus for Final Development; EA working on updates to go live, 4/21/21	6/30/2021	Appropriation	\$4,500		Executive Asst		
Freedom Street Dam Repair/Reconstruction	Proposal Received; Sent to Owner; Approved by Road Commissioners on 3/10; Confirmed funding & sent to Tighe & Bond 3/21	FY22	FY16 Bond Issue			TA, Highway Super	Coordinator, Freedom St Dam	
Draper Mill Demolition & Redevelopment	WBDC to Provide Update to MPSC on 3/17	FY24				Town Admin	Coordinator, Projects	
GURR Settlement Agreement Implementation	Land Surveys ongoing; Rollback taxes being calculated; Superior Court Decision pending. Letter sent to Hopedale Foundation re donation 4/17.	6/30/2021				Town Admin/GURR	Coordinator, Projects	
DC Pre-Development & TIF	Pre-development mtg w EY Boston; Develop TIF for ATM (for Rosenfeld Concrete site); Mtg 4/5 updates & TIF	5/1/2021				Town Admin/ED Development Team		
Zoning Bylaw Amendment - Cannabis Cultivation	BoS to vote to Refer to PB 4/12	ongoing				Planning Board		
Appeal from Green River Cannabis	Appeal filed on denial of Special permit for Green River Cannabis at 54 Miellen Street; Town Counsel met with ZBA on 4/22	ongoing	Town Appropriation			ZBA/Town Counsel		
PFAS Treatment Grant	for PFAS treatment in water system; Contract signed and returned.	6/30/2021; final paperwork due August 2021	MassDEP Grant	\$200,000		Water/Sewer Super		
Firefighter Equipment Safety Grant	To purchase replacement Washer Extractor Unit & Drying Cabinet Rack; contract signed and returned.	6/30/21; final paperwork due 7/23/21	EOPPS, Department of Fire Services	\$12,494		Fire Chief		