

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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**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.



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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.



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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.



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Payment to be made on the anniversary of hiring date.



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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. Marco Sousa
Local #164

Board of Selectman

Filed with the Town Clerk this 5th day of May, 2021.

Seal:
Attest:

Town Clerk